

Invitation to Bid No: <b>ALJP2019</b> Addendum No:	
DATE ISSUED:	January 10, 2019
BID MUST BE RECEIVED BEFORE:	February 8, 2019 4:00 PM
BIDS WILL BE PUBLICLY OPENED:	February 11, 2019 09:00 AM
ITB Contact:	Devlynne Barnes Phone: (334) 694-4537
ITB EMAIL:	dbarnes@alsde.edu

**TO BE COMPLETED BY VENDOR:**

<b>Product Line for this Submission:</b>	Liebert	
<b>Company Name:</b>	Vertiv (formerly Emerson Network Power)	
<b>Qualified Bidder ISO 9001 Certification Expiration Date (Required to Bid)</b>		
<b>Base Price Information:</b>		
<b>Proposed Discount Off Base Pricing (pp. 16-17)</b>	<b>Single Discount to be Applied:</b>	<b>Are Categorical Discounts to be Applied?</b>
	15%	Yes <input type="radio"/> No <input checked="" type="radio"/> <small>(If Yes then a schedule is to be provided in section 14)</small>
<i>Select one only</i>		

Check here if this bid contains intellectual property and/or confidential materials.  
 Check here if the required documentation of intellectual property and/or confidential material is included.

**\*\*\*\* IMPORTANT NOTE: \*\*\*\***

Bidders must read and comply with ALL bid response instructions and requirements as provided within this ITB document and initial each page including online requirements as stated within this document.

**Return Sealed Bids To:**

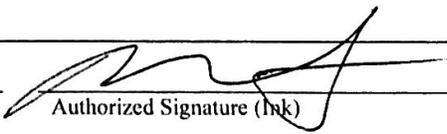
**Regular Mail**  
 Alabama State Department of Education  
*E-rate/ALJP (Devlynne Barnes)*  
 5351 Gordon Persons Building  
 P.O. Box 302101  
 Montgomery, AL 36130-2101

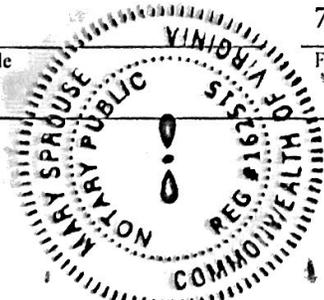
**Courier**  
 Alabama State Department of Education  
*E-rate/ALJP (Devlynne Barnes)*  
 50 N. Ripley St.  
 5351 Gordon Persons Building  
 Montgomery, AL 36104-3833

**Certifications:**

- I have read the entire bid and agree to furnish the product line offered at the discount described within this response, if awarded. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition.
- As a condition for the award of any contract by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity with the company submitting this bid response that company listed below shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. I further attest that company is enrolled in the E-Verify program, if applicable.

**Signature and Notarization Required:**

SWORN TO AND SUBSCRIBED  BEFORE ME THIS 5th DAY OF February 2019   NOTARY PUBLIC Term Exp 11.30.20	31-715256	
	FEIN OR SSN	Authorized Signature (Ink)
	Vertiv Corporation	Robert Silkowitz
	COMPANY NAME	TYPE/PRINT AUTHORIZED NAME
	1050 Dearborn Drive	Direct of Public Sector
	MAIL ADDRESS	Title
Columbus, OH 43229	robert.silkowitz@vertivco.com	
City, State Zip	mEmail	
614-888-0246	703-729-3837	
Phone Including Area Code	Fax Number	



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# Alabama K-12 Joint Purchasing Information Technology Program

*Invitation to Bid*

*ITB: ALJP2019*

*Montgomery County School System  
Participating Local Education Agencies & Educational Institutions  
Alabama State Department of Education, Administrator*

## **1 GENERAL REQUIREMENTS AND INFORMATION**

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### **1.1 INTRODUCTION**

In accordance with the [Title 16 Chapter 61E of the Code of Alabama 1975](#), the Alabama State Department of Education is seeking bids for Information Technology for Hardware, Software and related product lines equal to or equivalent to those product lines listed in this ITB. The law defines Information Technology as “Equipment, supplies, and other tangible personal property, software, services, or any combination of the foregoing, used to provide data processing, networking, or communications services.” Participating educational institutions include the Montgomery County School System, Alabama Public Local Education Agencies, and all Educational Institutions as defined by this law. These Educational Institutions have agreed, in writing, to participate in a joint purchasing program and have named the Alabama State Department of Education as the Administrator of the project. [Title 16 Chapter 61E](#) and [Title 16 Chapter 13B of the Code of Alabama 1975](#) are considered the guiding documents in the creation and administration of this bid and resulting contract(s).

The Alabama State Department of Education is seeking a bid response based on a percent off a pre-established Product Line Product Offering and Base Pricing list for the product line(s), or equivalent product lines, listed within this document, from vendors that hold current ISO 9001 certification. Resulting contract(s) from this bid will be available for a period that does not exceed 60 months, or to the extent law allows. The initial period of the contract(s) will be 36 months, with the option at the discretion of ALSDE to extend for the 4<sup>th</sup> and 5<sup>th</sup> years. The resulting contract may be renewed after the initial contract period of 36 months via email notification sent to the Contract Holder. The Alabama State Department of Education reserves the right to adjust the contract end date to meet the needs of the participants and various known programs such as the E-Rate Program. Notification of non-renewal or adjusted contract end dates should be provided 30 days prior to the effective date.

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## 2 ROLES AND RESPONSIBILITIES

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### 118 2.1 JOINT PURCHASING PARTIES

119 Title 16 Chapter 61E of the Code of Alabama 1975 (16-61E-2-(2)) states that “Educational and eleemosynary  
 120 institutions governed by boards of trustees or similar governing bodies, state trade schools, state junior  
 121 colleges, state colleges, or universities under the supervision and control of the State Board of Education, city  
 122 and county boards of education, district boards of education of independent school districts, Department of  
 123 Youth Services, the Alabama Institute for Deaf and Blind, the Alabama School of Fine Arts, and the Alabama  
 124 School of Math and Science.” All educational and defined eleemosynary institutions that meet this definition  
 125 may be eligible to participate once a joint purchasing agreement has been properly executed. A list of these  
 126 participating entities is available at <http://aljp.alsde.edu> .

#### 127 2.1.1 Alabama Public Local Education Agencies

128 The Montgomery County School System has agreed to initiate the process in the role of Party A of the joint  
 129 purchasing agreement. The agreement has been entered into by the remaining public K-12 Local Education  
 130 Agencies and other educational institutions as defined above, also known as Local Education Agencies, each is  
 131 considered as Party B in the agreement. The Montgomery County School System and these educational  
 132 institutions will be hereafter referred to as “LEA Group.” Only the LEA Group may purchase from the resulting  
 133 contract(s) of this bid. All current and developing public K-12 county and city Local Education Agencies  
 134 recognized by the Alabama State Department of Education are considered participants in the LEA Group unless  
 135 documentation is received from the potential participant declining participation. Participation by the LEA  
 136 Group Members through purchasing from any contract(s) resulting from this ITB is optional.

#### 137 2.1.2 Other Purchasing Parties

138 Per Title 16 Chapter 61E of the Code of Alabama 1975, universities, state colleges, and certain eleemosynary  
 139 organizations have also elected to participate. These entities are required to complete a joint purchasing  
 140 agreement prior to participation. [Click here](#) to find list of all participants or browse to <http://aljp.ALSDE.edu>  
 141 for more information.

#### 142 2.1.3 Administrator

143 The LEA Group has assigned the Alabama State Department of Education as the Joint Purchasing Administrator  
 144 for the execution of the Alabama Joint Purchasing (ALJP) project in accordance to Title 16 Chapter 61E of the  
 145 Code of Alabama 1975. It will be the Alabama State Department of Education’s, hereafter referred to as  
 146 “ALSDE”, responsibility for the invitation to bid, evaluating bids received, and awarding the contract(s), in  
 147 which the ALSDE must have responsibility to comply with [Chapter 13B of Title 16, Code of Alabama 1975](#). It is  
 148 important, however, to remember that all the terms and conditions of Title 16, Chapter 13B, Code of Alabama  
 149 1975, that are not expressly modified by [Title 16 Chapter 61E of the Code of Alabama 1975](#), shall apply to joint  
 150 purchasing agreements. This bid and resulting contract(s) do not supersede individual purchasing activities by  
 151 the individual members of the LEA Group. For example, if an individual group member of the LEA Group wants  
 152 to purchase Information Technology from vendors that do not meet the ISO 9001 requirement, they are free  
 153 to develop a separate bid in accordance to [Title 16, Chapter 13B, Code of Alabama 1975](#), and all other bid laws  
 154 that are applicable.

155 The ALSDE may not be allowed to purchase from the resulting contract(s) unless approval is received from the  
156 Alabama Department of Finance.

157 Though the ALSDE as administrator has sole responsibilities for the administration of this project, a committee  
158 consisting of technology representatives from the LEA Group will assist the ALSDE in all phases of the project  
159 including awarding of contracts.

## 160 **2.2 QUALIFIED BIDDER**

161 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975 ([Section 16-61E-1](#)), “any companies that  
162 have ISO-9001 certification or any companies or contractors whose affiliates, subdivisions, subsidiaries, or  
163 departments have ISO-9001 certification can bid on the information technology to be jointly purchased by...”  
164 the LEA Group. This certification criterion is critical and any vendor that would like to submit a qualified  
165 response for this Invitation to Bid must provide documentation proving current ISO 9001 certification in  
166 accordance to Title 16 Chapter 61E of the Code of Alabama 1975. Any interested bidder that meets this  
167 requirement will be hereafter referred to as a “Qualified Bidder.” For further clarification of the ISO 9001  
168 requirement see appendices and [www.iso.org](http://www.iso.org). The current quality management standards of International  
169 Organization for Standardization (ISO) acceptable to meet the requirements of a “Qualified Bidder” are ISO  
170 9001:2008 or 2015. The ISO 9004:2009 or other related “Quality Management and Quality Assurance”  
171 standards set by ISO may also be accepted. If an interested bidder provides any other certification in their  
172 response as an alternative to the required certification, it will be that bidder’s responsibility to clearly define  
173 the certification and provide verifiable documentation from the ISO indicating the alternative is equal to or  
174 equivalent to the ISO 9001 certification. If the bidder’s company name is not listed on the ISO 9001 certificate  
175 provided in the response, then it is the bidder’s responsibility to clearly define the bidder’s relationship with  
176 the company listed on the certificate in terms that meet the requirements listed in the “ISO Clarification”  
177 documentation in the appendices of this ITB. This certification is required by any awarded Qualified Bidder  
178 throughout the life of any contract awarded as a result of this ITB. It is the responsibility of the Qualified Bidder  
179 to maintain an up-to-date ISO 9001 Certification and provide the ALSDE with the current certificate.

180 The Qualified Bidder will provide ISO Certification detail and contact information including ISO Registrar  
181 information and Registrar’s Website. The Registrar’s website should include a list of all their ISO client awards  
182 that includes the Qualified Bidder in that listing. The ALSDE reserves the right to confirm ISO certification  
183 through contact of listed Registrar and/or other resources that may be available for verification.

184 All interested bidders must read this document in its entirety. Qualified Bidders who choose to respond shall  
185 print and read this document and confirm with initial on each page (see footnote). This initialed document  
186 shall be submitted with final response. A Qualified Bidder shall respond to this ITB using the format and  
187 procedure as described within this document in order for their response to become a Qualified Response.

### 188 **2.2.1 Qualified Bidder Type**

189 There are typically two types of Qualified Bidders. They include but are not limited to:

#### 190 **2.2.1.1 Manufacturer with ISO 9001 certification**

191 Any ISO 9001-certified manufacturer who meets bid specifications can bid on any of the product lines listed in  
192 this ITB.

193 Manufacturers may be the sole seller of the product line and/or they may assign specific ALJP Authorized  
 194 Resellers to sell the contracted products within the product line. The manufacturer is responsible for the  
 195 assigned ALJP Authorized Resellers and must assure that these entities are providing appropriate services to  
 196 the LEA Group members as defined within the resulting contract. If the manufacturer sells the product line  
 197 then inclusion of the manufacturer's Sales Contact information is required. A Sales Contacts/ALJP Authorized  
 198 Resellers List must be provided.

199 All Contract Holders must keep this list updated and accurate. Historical documentation shall be maintained  
 200 with respect to this list.

### 201 **2.2.1.2 ISO 9001-certified Authorized Reseller**

202 An ISO 9001 Certified Authorized Reseller is a vendor who is authorized by the manufacturer to resell the  
 203 proposed manufacturer's product line or specific product line request as listed within this ITB.

204 In some cases, these Qualified Bidders solely provide sales through their own staff within their company and  
 205 may not assign resellers. However, any awarded Contract Holder has that option. If this option is chosen, then  
 206 the ISO 9001 – Certified Authorized Reseller (Qualified Bidder) may assign specific **ALJP Authorized Resellers** to  
 207 sell the contracted products within the product line. The Qualified Bidder is responsible for the assigned ALJP  
 208 Authorized Resellers and shall assure these entities are providing appropriate services to the LEA Group  
 209 member as defined within the resulting contract and are in compliance with any and all requirements as  
 210 provided by law. If the Qualified Bidder also sells the product line, then inclusion of the Qualified Bidder's  
 211 Sales Contact information is required. A Sales Contacts/ALJP Authorized Resellers List shall be provided.

212 The ALSDE reserves the right to reject an authorized reseller.

213 **All sales contacts shall obtain an ALSDE Identity Management login (AIM)** to participate in any ALJP contract  
 214 assigned. (See "[Vendor Contact Registry](#)" link on ALJP website) All Contract Holders shall keep this list updated  
 215 and accurate. Historical documentation must be maintained with respect to this list.

#### 216 **2.2.1.2.1 Manufacturer's Statement**

217 The Qualified Bidder, as described in this section, bidding for a Product Line as an Authorized Reseller (Note:  
 218 Authorized Reseller is not equivalent to an ALJP Authorized Reseller) shall submit with this bid package a  
 219 current and dated letter addressed to the ALSDE from the manufacturer of the Product Line on the official  
 220 manufacturer letterhead that includes all of the following:

- 221 1. A statement that the Qualified Bidder is a Product Line Manufacturer's authorized reseller.
- 222 2. A statement indicating that the Qualified Bidder is an education reseller (if applicable). If the  
 223 manufacturer does not have an education marketing program, such must be indicated.
- 224 3. Provide a short history of the Qualified Bidder's and Manufacturer's relationship.
- 225 4. The Manufacturer's assurance as to whether the Qualified Bidder can provide satisfactory  
 226 service to the LEA Group and a description of how the Qualified Bidder will serve the market  
 227 with the Manufacturer's support.
- 228 5. The Qualified Bidder is authorized by the Manufacturer of the Product Line to bid and  
 229 participate in this ITB.

230 The letter must be signed by a management employee of the Manufacturer who will note in the letter  
 231 their explicit authority to sign the letter on behalf of the manufacturer and provide direct contact  
 232 information for further verification. The letter shall be included with final response.

233 In each case above, the designated “ALJP Authorized Resellers” are not required to hold ISO certifications. The  
 234 awarded Contract Holder shall hold the required ISO certification and will be held responsible, with respect to  
 235 the continuance of contract, for the business conduct of each vendor listed as an ALJP Authorized  
 236 Reseller/Sales Contact within their submission, and any revisions of the ALJP Authorized Resellers Listing/Sales  
 237 Contacts. The awarded Contract Holder will have the sole responsibility of providing and updating the list of  
 238 ALJP Authorized Resellers or Sales Contacts for auditing purposes. Only ALSDE will exercise approval of this  
 239 submitted list and any modifications made to the list. Additionally, the awarded Contract Holder shall be  
 240 responsible for training their listed sales contacts and ALJP Authorized Resellers in the pricing and other details  
 241 of the contract if awarded.

242 A Manufacturer or Reseller of the Manufacturer’s product line can be considered a Qualified Bidder, if  
 243 minimum requirements are met.

## 244 **2.3 DOMESTIC FOOTPRINT**

245 In order to promote improvement of our State, Local and National economies, Qualified Bidders with a high  
 246 degree of Domestic manufacturing and/or sales facilities are encouraged to respond to this ITB. Qualified  
 247 Bidders may be requested to provide employment status as it relates to Alabama citizenship and other  
 248 information to determine their Domestic Footprint. In the event the Qualified Bidder includes ALJP Authorized  
 249 Resellers, the same domestic information may be requested from these entities as well.

### 250 **2.3.1 E-Verify Requirement**

251 All contractors doing business with the Public K-12 Local Education Agencies in the State of Alabama are  
 252 required to comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act  
 253 of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The Qualified Bidder shall  
 254 provide the required documentation and will note the “Alabama Immigration Compliance” language located in  
 255 the final Agreement to be executed upon award of contract. The language in this section refers to Contractors  
 256 and Sub-Contractors. For the purpose of this ITB, the Contractors will be considered Contract Holders, and the  
 257 Sub-Contractors will be any other companies listed as Authorized ALJP Resellers or Sub-Contractor of the  
 258 Contract Holder performing contract related services.

### 259 **2.3.2 Alabama Manufacturers & Companies**

260 The ALSDE encourages Qualified Bidders that are Alabama-based companies that produce and/or market the  
 261 requested product line to submit responses to this ITB. In accordance with State Laws, ITB responses  
 262 submitted by these Alabama companies may receive additional consideration during the final response  
 263 evaluation. In the event a bid is received from a Qualified Bidder, having a place of business within the State of  
 264 Alabama and the bid is no more than three percent greater than the bid of the lowest responsible bidder, the  
 265 ALSDE may award the contract to the resident Qualified Bidder. [Code of Alabama 1975, Section 16-13B-(a)  
 266 and section 16-13B-7(b)]

# 267 Contract Information

## 268 **3 CONTRACT TERMS AND CONDITIONS**

---

### 269 **3.1 STATE MASTER CONTRACT**

270 The ALSDE intends for the resulting contract(s) of this ITB to serve as a State Master Contract for the LEA  
271 Group to use as a resource for the purchase of Information Technology specifically related to hardware and  
272 software product lines. The ALSDE makes no purchasing guarantee on behalf of the ALSDE or LEA Group  
273 Members to awarded vendor(s) with respect to quantities of products to be purchased by LEA Group Members  
274 from the resulting contract(s). The ALSDE makes no guarantee to awarded vendors of similar product lines or  
275 multiple vendors of the same product line that LEA Group members will choose their product over the other  
276 awarded vendor's product line contracts. The final awarded contract will consist of all documentation  
277 presented to the ALSDE by the Qualified Bidder in response to this ITB and the required documents during the  
278 life of the contract such as, but not limited to, updated ISO certificates, updated product line offering, pricing  
279 lists and updated sales contact information. Any questions related to terms and/or definition of terms shall be  
280 referenced here-in by the vendor prior to submission of bid.

### 281 **3.2 CONTRACT HOLDER**

282 A Contract Holder is considered a successful Qualified Bidder that has been awarded a given Product Line  
283 Contract based on the evaluation of their competitive and qualitative qualified response to this and other ITBs  
284 issued (if applicable) within the program. Depending on the number of individual successful responses a  
285 specific Qualified Bidder submits and is ultimately awarded, a Contract Holder may hold multiple contracts  
286 within the ALJP program. However, each contract awarded should be addressed as a separate instrument and  
287 should not be consolidated with other ALJP program contracts that a Contract Holder may hold nor should the  
288 Qualified Bidder's response be dependent upon another contract awarded to the Qualified Bidder through  
289 another entity outside or external contract not related to the ALJP program.

290 Throughout the text of this document the terms Contract Holder and Qualified Bidder may be used  
291 synonymously. However, a Qualified Bidder will only become a Contract Holder if a valid contract has been  
292 awarded to the Qualified Bidder based on the response submitted.

### 293 **3.3 QUALIFIED BIDDER'S REQUIREMENT**

294 It is the responsibility of the Qualified Bidder to maintain an up-to-date ISO 9001 Certification on their ALJP  
295 Vendor Contact Registry Form throughout the life of any awarded contract.

### 296 **3.4 MULTIPLE AWARDS**

297 In accordance with [Title 16, Chapter 61E, Code of Alabama 1975 \[16-61E-2-\(c\)\]](#), "Competitive bids for  
298 information technology may result in awards to multiple vendors for each one product line in order to meet  
299 the specific requirements of participating educational institutions or to achieve compatibility with existing

300 technology already in use.” Based on this allowance, the ALSDE reserves the right to award multiple contracts  
 301 for any one product line, if deemed necessary to meet the needs of all participants or LEA Group Members.  
 302 Additionally, in the event a Qualified Bidder proposes and responds to this ITB with a product line containing  
 303 products equal to or equivalent to a current product line ALJP contract and the product lines listed within this  
 304 ITB the ALSDE reserves the right to award a new contract (or contracts) for the given product line if it is in the  
 305 best interest of the LEA Group Members. In the event multiple awards for the same product line are made,  
 306 the LEA Group Member may be required or elect to deploy a “mini-quote” or “mini-bid”.

### 307 **3.5 ALJP AGREEMENT**

308 Awarded contract(s) will be documented and approved by the execution of an “ALJP Agreement” for the  
 309 individual awarded product line based on the accepted and awarded qualified bid. This document is an  
 310 agreement between the ALSDE as the contract administrator and the awarded Contract Holder. (See  
 311 appendices for representative sample.) The ALJP Agreement serves as the binding document that establishes  
 312 the contract. The structure of this document has been approved by the ALSDE’s General Counsel and shall not  
 313 be altered with the exception of demographic and required calendar/date changes. In the event a Qualified  
 314 Bidder requires any content modifications that are not demographic in nature to the initially offered ALJP  
 315 Agreement document, the ALSDE may withdraw the contract offer or suspend offer to negotiate with the  
 316 Qualified Bidder depending on the calendar or deadline requirements of related programs, such as E-Rate, and  
 317 the best interest of the LEA Group Members.

### 318 **Supplemental Agreements & Licensing Programs**

319  
 320 Supplemental agreements required by a Contract Holder such as those common agreements that the actual  
 321 buyer and/or user of products and/or services within the awarded product line contract are allowable under  
 322 an award. These supplemental or additional agreements shall not contradict State of Alabama Laws, the ALJP  
 323 Agreement, the Terms & Conditions of this ITB, or increase the pricing of the awarded product line products  
 324 individually or as a whole. The calendar terms of these supplemental agreements shall not contradict the  
 325 length of an ALJP awarded contract. The ALSDE will not execute such a blanket contract for all LEA Group  
 326 Members; the Contract Holder will be responsible for educating the LEA Group Members concerning such  
 327 supplemental agreements and licensing programs who choose to purchase the products from the contract.

328 Many product lines such as software offer educational licensing programs common to the education market. If  
 329 it is determined to be in the best interests of the LEA Group Members, the ALSDE will consider a statewide  
 330 execution of such an agreement. The ALSDE will not be responsible or make payments for any missed  
 331 purchasing quota placed on the LEA Group Members that may have been established within the said  
 332 agreement but will negotiate with the Contract Holder on an annual basis to determine if such a licensing  
 333 agreement is beneficial to the LEA Group Member and Contract Holder.

### 334 **3.6 MINI-QUOTE PROCEDURE**

335 Multiple awards for a given product line or equivalent product lines and services may be allowed. Additionally,  
 336 contract holders may designate ALJP Authorized Resellers and therefore, multiple sales contacts may be  
 337 available for the same or equivalent products and services. LEA Group Members are encouraged to seek  
 338 additional discounts when applicable.

339 In the event LEA Group members seek a product from a specific Product Line that has been awarded to two or  
 340 more qualified bidders, the LEA Group members should conduct a Mini-Quote process for procurement.

## 341 **4 E-RATE**

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342 Occasionally ALJP product line contracts may contain E-Rate eligible products and/or services. If applicable,  
 343 the required USAC *Description of Services Requested and Certification Form*, technically known as a Form 470,  
 344 will be filed by the ALSDE to include certain categories of E-Rate eligible products within the product lines for  
 345 which this Invitation to Bid is seeking contracts. The resulting contract(s) are intended to be in compliance with  
 346 USAC's definition of a State Master Contract for those product lines that contain E-Rate-eligible equipment or  
 347 services. It is the responsibility of each of the E-Rate eligible individual members of the LEA Group and the  
 348 awarded vendor and/or sales contacts for the awarded contract to follow the rules of the E-Rate Program with  
 349 strict adherence to the Eligible Services List. In the event a sales contact, internal or external, of the awarded  
 350 contract misrepresents the eligibility of the product or service to the eligible E-Rate LEA Group Member, then  
 351 that sales contact must be responsible to the applicant and E-Rate program concerning further financial  
 352 retribution. If the sales contact providing misrepresentation is listed by the specific Contract Holder as an ALJP  
 353 Authorized Reseller (external), then the Contract Holder will be held accountable and may be required to  
 354 remove the provider from the authorized list. The ALSDE has provided and will continue to provide guidance  
 355 and assistance with E-Rate for individual LEAs and in statewide training opportunities.

356 The ALSDE may elect to further E-Rate involvement through a consortium application process and may use E-  
 357 Rate eligible equipment and/or services properly procured via this initiating ITB and related Form 470.

358 A contract(s) resulting from this ITB may be available to E-Rate eligible members for E-Rate FY2019, FY2020,  
 359 FY2021, FY2022, and FY2023 depending on program availability, state bid law, rules and the continuation or  
 360 renewal of the awarded contract(s) per contract requirements. Eligible LEA Group Members and Contract  
 361 Holders must be aware of late funded applications for E-Rate applications for Internal Connections, specifically,  
 362 late funding decisions after the ALJP Contract has expired which may result in loss of funding according to  
 363 current E-Rate rules.

### 364 **4.1 E-RATE MINI QUOTE**

365 In accordance with Title 16, Chapter 61E, Code of Alabama 1975 [16-61E-2-(c)], "competitive bids for  
 366 information technology may result in awards to multiple vendors for one product line each in order to meet  
 367 the specific requirements of participating educational institutions or to achieve compatibility with existing  
 368 technology already in use." Based on this allowance, the ALSDE reserves the right to award multiple contracts  
 369 for any one product line, if deemed necessary.

370 However, it should be noted that if an individual LEA Group member is purchasing a specific product  
 371 that is eligible for E-Rate discounts and plans to request such discounts, they must choose the vendor  
 372 that provides the most cost-effective means for providing the product or equivalent product across all  
 373 ALJP Product Lines awarded. If multiple sales contacts identified as ALJP Authorized Resellers are  
 374 available to provide the eligible product or service, then the participant must follow the "mini-bid"  
 375 procedures as required by Universal Service Administrative Company (USAC)/Federal Communications

376 Commission (FCC). Failure to do so will jeopardize the individual LEA Group member's E-Rate request.  
 377 The individual LEA Group members should maintain all pricing documentation at the time of purchase  
 378 to present to auditors when requested.

379 All sales contacts and/or authorized ALJP Resellers interested in providing E-Rate eligible products  
 380 from an awarded contract should possess a proper Service Provider Identification Number (SPIN)  
 381 through USAC and maintain a proper standing in the E-Rate Program.

382 All E-Rate purchases from the resulting contract(s) of this ITB by the LEA Group members should  
 383 comply with E-Rate rules and regulations available at <http://www.usac.org/sl/> . Should the LEA Group  
 384 member request assistance in the determination of E-Rate eligibility, they should refer to the USAC  
 385 Web site and then contact the State E-Rate Coordinator's office at the ALSDE if additional clarification  
 386 is needed.

387 The Mini Quote process is not required for all other "non-E-Rate" purchases but is considered a best  
 388 practice for obtaining the most cost-effective means of providing the service or contract products.

#### 389 **4.2 E-RATE CONTINGENCY**

390 A contract(s) issued resulting from this ITB is (are) not contingent upon E-Rate Discounts awarded through the  
 391 E-Rate Program. However, E-Rate applicants are required to complete a detailed pricing list including  
 392 manufacturer's product information during the filing of a Form 471. A specific template for this may be  
 393 supplied by USAC and the Contract Holder and/or ALJP Authorized Resellers must use this formatted file for  
 394 submission. This listing requires specific information about the product or services for which the applicant is  
 395 requesting E-Rate Discounts, including the specific Service Provider information, documented quotes, and  
 396 product and location details. Quotes and pricing offers based on the awarded contract given to the eligible  
 397 LEA Group member by the Contract Holder's identified Sales Contact may be contingent upon E-Rate awarded  
 398 discount for the given E-Rate Funding Year at the discretion of the applying eligible LEA Group Member.

#### 399 **4.3 E-RATE PAYMENT PLANS**

400 In the event a product or service from the awarded product line contract has successfully been awarded, the E-  
 401 Rate discounts applicable by USAC and the Service Provider Invoice method of discounts are to be applied.  
 402 Then the service provider (contract Sales Contact) must bill the applicant for their share of the transaction at  
 403 the same time any such invoice is sent to USAC for payment. The applicant must pay their share within 90 days  
 404 of payment due date. The service provider will be responsible for filing the appropriate Service Provider  
 405 required E-Rate forms. E-Rate special allowances may be made in the case of new E-Rate Modernization  
 406 services such as "Special Construction" costs for eligible Category 1 services. See official FCC/USAC guidance  
 407 for detail.

#### 408 **4.4 E-RATE SERVICE PROVIDER STATUS**

409 Any Contract Holder, sales contact (company) or authorized ALJP Reseller (company) that provides an E-Rate  
 410 eligible product within an awarded product line contract must maintain a good standing with the E-Rate  
 411 program. They must maintain and provide upon request a Service Provider Identification Number (SPIN) that  
 412 will correctly identify their business operations with the E-Rate program. In the event an eligible

413 Telecommunications Service is offered as a product within the awarded product line contract, the Contract  
414 Holder, as a sales contact or designated Authorized Reseller, must maintain credentials required by USAC and  
415 the FCC to provide those services under the Telecommunications category of service.

416 Any Contract Holder, sales contact (company) or authorized ALJP Resellers (company) that provides an E-Rate  
417 eligible product within an awarded product line contract must maintain a Green Light Status<sup>1</sup> with the FCC.

#### 418 **4.5 DOCUMENT AVAILABILITY AND RETENTION**

419 In accordance with Code of Alabama 1975 and applicable E-Rate Program requirements, all documentation  
420 related to a contract(s) awarded as a result of this ITB will be open for public inspection for a period of at least  
421 ten years (10) from the final contract expiration date (considering applicable renewals) and/or the last date of  
422 service. All responses and accompanying documents in the form of hardcopy and/or digital documents will be  
423 made available for public review; therefore, the Qualified Bidder should understand that all submitted  
424 documents including pricing will be made available as well. This information will remain available for awarded  
425 and non-awarded bid responses. Documentation of the Mini-Quote process must be maintained in the same  
426 manner as well by the LEA Group Member and responding ALJP sales contact.

427 Contract Holders and related sales contacts are also responsible for maintaining documentation as provided by  
428 law and USAC requirements.

429 If the bid contains intellectual property and/or confidential information, those document items will not be  
430 made publicly available.

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<sup>1</sup> As opposed to the Red Light status discussed in the [Fund Administration](#) section of USAC Website

431

## 5 RESPONSE PROCEDURE

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432 All interested bidders shall follow the procedures described within this ITB. In general, the procedure will be  
433 as follows:

- 434 1. Obtain or confirm an AIM login.
- 435 2. Complete and submit Formal Response to this ITB. (hardcopy to be delivered to ALSDE)

436 The purchasing activities by the individual LEA Group members with respect to the awarded contracts are  
437 completed with every intention to follow current bid laws as they pertain to city and county Local Education  
438 Agencies in the state. The ALSDE does not charge the LEA Group members or the participating companies to  
439 participate in the program; however, certain requirements of the Contract Holders are designed to lessen the  
440 burden on the administrator (ALSDE) and LEA Group members. The participants must self-monitor their  
441 purchasing activities, and the awarded Contract Holder must provide information the LEA Group Members  
442 need to document all purchases from the resulting contract for auditing purposes.

443 Contract information and data will be kept and maintained on the ALJP website. Each contract holder must  
444 designate a Primary Contract Contact (PCC) person. The PCC will represent the company and will provide  
445 updates to their contract information as required.

### 446 5.1 ALSDE IDENTITY MANAGEMENT (AIM) – LOGINS

447 All individual companies who participate or request to participate in any ALJP activities shall have authorized  
448 company individual employees to obtain an AIM login. This includes prospective companies, Qualified  
449 Bidders/Contract Holders' Contract Contact(s), and Contract Holder assigned authorized resellers (per awarded  
450 contract). Complete instructions for obtaining an AIM login is available on the ALJP website  
451 [<http://aljp.ALSDE.edu>] under the "Vendor Contact Registry" link. It is important to note that Contract Holders  
452 and Qualified Bidders in response to this ITB that choose to deploy a contract sales method that involves other  
453 companies as resellers for awarded or proposed product lines must require their "ALJP Authorized Reseller"  
454 contacts to obtain an AIM login. These sales contacts must be available with a given proposal to this ITB and a  
455 list of these individuals must be maintained by the awarded Contract Holder.

#### 456 5.1.1 Vendor Contact Registry

457 The Vendor Contact Registry contains a list of vendors/contacts that have completed the process of obtaining  
458 an AIM login. Interested Bidders may view this list to verify their employees who have properly obtained an  
459 account. The list can be found under the "Vendor Contact Registry" link on the ALJP website. Your company  
460 must be represented in this list before moving forward.

461 Participating companies shall have at least one AIM Login holder. A company may acquire additional logins for  
462 their participating employees. Each participating employee must obtain their own AIM login. Companies are  
463 responsible for maintenance of these users and Contract Holders shall maintain any user that is associated  
464 with their contract.

465 **5.2 PRODUCT LINE FORMAL PROPOSAL**

466 5.2.1.1.1 Hardcopy Submission

467 Qualified Bidder shall print and read this entire document initialing each page and entering the required  
 468 information and signatures where indicated. The cover page of this document shall be completely filled out  
 469 and signed as indicated in the form. Include a printed version of Popular Products List with all pricing  
 470 information. A digitized scan of completed documents along with other indicated attachments shall  
 471 accompany the mailed or delivered package in accordance to the instructions provided in this ITB.

472

473 **Please include the following required information in your bid proposal:**

- 474 1. Proposal Contact Information
- 475 2. Proposed Product Line
- 476 a. Name of Product Line
- 477 b. Source of Product Line information
- 478 i. A website (url) that provides the LEA Group Members product information for the  
 479 proposed Product Line.
- 480 ii. Information detail for each individual product within the Proposed Product line must  
 481 be provided.
- 482 iii. Source/website must be available without a predetermined login.
- 483 iv. Source/website must not be unique to the Qualified Bidder's response to this ITB.
- 484 1. Website must contain no reference to any terms unique to this ALJP ITB or any  
 485 previous ALJP contract.
- 486 2. Website must have been previously available prior to any ALJP response.
- 487 v. Source/website must be updated and made available throughout the ITB process and,  
 488 in the event of an award, the awarded Qualified Bidder must maintain this website  
 489 throughout the awarded contract length.
- 490 vi. Product compatibility: Indicate if the products within the proposed product line are  
 491 compatible with other equivalent products listed in this ITB and current product lines  
 492 under contract.
- 493 c. Source of Base Pricing for all products available within the proposed product line.
- 494 i. The Qualified Bidder shall propose a discount on, or percent [%] off, a proposed  
 495 individual product line's Base Pricing. Representing a proposed discount for each  
 496 individual product price within the proposed product line. This final proposed discount  
 497 percentage must be provided. The Qualified Bidder shall complete the table located in  
 498 section 13 of this document and include it with final submission.
- 499 ii. Where will the LEA Group Members and their associated auditors obtain the base  
 500 price for each of the individual products listed in your proposed product line? This  
 501 source must be a publicly available website or document download available for our  
 502 members at all times. **The website or document must be a source already in use**  
 503 **prior to the publishing of the ALJP2019 ITB and not developed exclusively for the**  
 504 **ALJP2019 ITB response.** It cannot be a list based on some other contract within the  
 505 ALJP program or any external contract for the product line you may hold.

- 506                   iii. Example of such Base Pricing sources include, but are not limited to, Manufacturer’s  
507                   Suggested Retail Price (MSRP), Retail Price, Catalog Pricing, Online Store Pricing, List  
508                   Price, Educational Pricing or other similar pricing available to the LEA Group Members  
509                   and the general public without predetermined login access. Base Pricing must be  
510                   currently publicly available and not created specifically for a response to this ITB.  
511                   iv. The Base Pricing is a critical part of any response and must be provided at all times in  
512                   order to validate proposed ALJP pricing for the product line proposed.  
513                   d. Product Line Price list on Microsoft Excel Spreadsheet (using provided template). See Section  
514                   8 for more details.  
515
- 516           3. Proposed Sales Contacts
- 517               a. Listing of Sales Contacts and/or proposed ALJP Authorized Resellers.  
518               b. Each contact shall be available in our Vendor Registry listing (with AIM login).  
519
- 520           4. References
- 521               a. Provide at least five (5) K-12 educational institutions or organizations and contact information  
522               including name, address, phone number, and a contact name with an email address. At least  
523               three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.  
524               b. Provided by Qualified Bidder in attached document.
- 525           5. Certification Statements
- 526               a. Compliance with ISO Certification requirement and maintenance of certification  
527               b. E-Verify compliance  
528               c. Others

### 528   **5.3 EVALUATION AND CONTRACT AWARDS**

529   A Qualified Bidder’s response will be evaluated and scored by the committee to determine if an award is to be  
530   given. The Final Product Line Proposal for the awarded response will be promoted to a Contract denoted by  
531   ALJP2019-xxxx. An official contract number will be assigned and a formal agreement document must be  
532   executed. The awarded Qualified Bidder will be notified by email of award and the agreement document will  
533   be attached for signatures and returned to the ALSDE promptly.

## 534   **6 PRODUCT LINE REQUESTS**

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535   The following is a list of individual **requested** product line contracts sought by the LEA Group Members within  
536   this ITB. Qualified Bidders may submit responses for a listed product line or an **equivalent** Information  
537   Technology product line similar in nature to a **requested** product line listed below.

538   This ITB is seeking multiple Product Line Contracts based on a discount off a publicly published price list for the  
539   given categories of products. Some products within a product line/or brand may exist in multiple categories, in  
540   these cases the Qualified Bidder will submit one response for that entire product line or brand. The listed  
541   product lines are product lines that LEA Group Members have requested in order to serve the specific  
542   Information Technology needs of their schools and districts. These specific product line requests are referred  
543   to as ALJP **Requested** product lines.  
544

545 **Product Line Requests**

546 The following is a listing of new product lines requested by LEA Group Members. This listing displays the  
 547 requested product line in alphabetical order.

Acer	Epson	Panasonic
Adobe	Extreme Networks	Panduit
ADTRAN	Fluke	Pelco
Aerohive	GoGuardian	Polycom
AG Parts	Google	Promethean
Airwatch	Griffin	Quiktron
Allied Telesis	Hewlett Packard Enterprise	Refurbished/Remanufactured/ Recertified IT
Any where Cart	Higher Ground	Ricoh
APC	HoverCam	Ruckus
Apple	Howard Computers	Samsung
Aruba Wireless	HP Inc.	Securly
ASUS	Hubbell	Sharp
AT&T Wireless	InFocus	ShoreTel
Axis	Intel	SMART
Barracuda	Juniper Networks	SONY
Belkin	Kaspersky	SOPHOS
Boxlight	Lenovo	SouthernLINC Wireless
Blackboard	Lexmark	SWIVL
Blackboard Messenger	Liebert	Symantec
Bradford Networks	Lightspeed Systems	T-Mobile
Brocade	Lockncharge	Trend Micro
Brother	MakerBot	Tripp Lite
ByteSpeed	Meraki Cloud Services	Veritas
Cables to Go	Meru	Verizon Wireless
Cachebox	Microsoft Hardware	Verkada
Casio	Microsoft Software	ViewSonic
Cisco	Milestone Security System	VMWare Software
Clear Touch Interactive	Mitel	WatchGuard
Dell	NEC Display	Xirrus
Dukane	Newline Interactive	
Eaton	NexLink	
EduGear	Nutanix	
ELMO	Otter Products	
EMC	Palo Alto Networks	

548

## 549 **6.1 PRODUCTS TURNOVER**

550 Upon award, the products listed in the base price source of the specific Product Line products may be modified  
 551 as product availability may fluctuate throughout the life of an awarded contract. Discontinued products may  
 552 be removed as required and new products within the specific product line may be added. Though the addition  
 553 of new products is allowed, the products shall remain susceptible to the discounts proposed with the Qualified  
 554 Bidder's response once a contract has been awarded to that Qualified Bidder. In the event of price changes to  
 555 the Product Line and Base Pricing source, the Contract Holder will be required to update the ALJP price lists.

556 Unless specifically indicated within the product line listing, the products sought within this ITB are new  
 557 products and not remanufactured or refurbished products. Products shall have manufacturer's original serial  
 558 number or comparable identification that has not been altered in any way.

## 559 **6.2 WARRANTY**

560 If commonly offered within the Product Line Product Offering and Base Pricing source identified by the  
 561 Qualified Bidder and/or by the manufacturer of the product line, all products listed within the source shall  
 562 include a standard warranty and provide on-site warranty services directly or indirectly through the  
 563 manufacturer or a manufacturer's authorized agent. There shall be no charge for a standard warranty unless a  
 564 charge is common within the product line in general. Extended warranties may be included in the source.  
 565 Manufacturers' products that normally provide "depot service only" are an exception. The warranty options,  
 566 including pricing for the products individually or as a group within the proposed Product Line Product Offering  
 567 and Base Pricing source, must be clearly stated. Any warranties offered on the source shall not be altered in  
 568 any way to meet the terms and conditions of this ITB.

## 569 **6.3 SHIPPING & DELIVERY**

570 All products purchased by an LEA Group member shall be delivered FOB Destination. The awarded vendor  
 571 and/or authorized reseller agree to bear the risk of loss, injury, or destruction of the items ordered prior to  
 572 receipt of items by the LEA Group member.

573 A description of any shipping and delivery costs may be included in the Product Line Product Offering and Base  
 574 Pricing source and clearly listed. Shipping and delivery details including expected cost must be provided. The  
 575 LEA Group members must be made aware of the associated cost and delivery methods available. Though  
 576 common shipping and delivery methods may not meet the definition of a product within the given product  
 577 line, they may be included with the Qualified Bidder's response and (if applicable) within the awarded  
 578 contract. Free shipping is preferred; however normal/common shipping cost(s) for the delivery of the specific  
 579 product(s) within the product line ordered by individual members of the LEA Group may be included. **These**  
 580 **costs must be clearly identified and documented in specific contract quotes and any sales communications.**  
 581 It is understood that shipping costs may vary throughout the life of a contract.

## 582 **6.4 INSTALLATION & MAINTENANCE OF PRODUCTS WITHIN PRODUCT LINE**

583 Installation and maintenance of specified products of the specific product line may be included in the  
 584 proposed Product Line. These products should be considered as products of the Product Line and must meet  
 585 then same requirements of all other products of the product line. Such installation & maintenance products

586 listed with a “call for prices” will **not** be allowed. If Installation is offered, installation **MUST** be listed as a  
587 separate line item.

588 The LEA Group Member must use other contracts or properly procure installation, managed, or maintenance  
589 services not found within the product line.

## 590 **7 DISCOUNT**

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591 The Qualified Bidder shall provide a quote as a specific discount off the proposed Product Line Base Pricing  
592 submitted in the form of a percentage. The discount shall be applied to the base prices specifically identified  
593 and provided in the proposed Product Line.

### 594 **7.1 SINGLE DISCOUNT – ACROSS THE BOARD**

595 If that submitted quote is a single discount to be applied to the base price of all products listed in the Product  
596 Line, then that discount is considered a single or across-the-board discount. The Qualified Bidder’s quote of a  
597 single or across-the-board discount must remain static throughout the life of the contract with one exception.  
598 The eventual Contract Holder may only increase their original discount quoted in their specific bid response. A  
599 decrease in discount will not be allowed for the life of the contract. New products added to the Product Line  
600 throughout the life of a contract will be subject to the same discount. If the Contract Holder is unable to  
601 extend the discount originally quoted to the new products, then those products should be clearly noted as  
602 “not available” using the contract. The Qualified Bidder shall also complete the Discount Schedule indicating  
603 the proposed single discount within this document.

### 604 **7.2 CATEGORICAL DISCOUNTS**

605 It is recognized that within some requested product lines there are clear and distinct categories of sub-  
606 products within the submitted base pricing. It is recognized that it may be in the best interest of the LEA Group  
607 Members to allow the Qualified Bidder (and subsequently the Contract Holders) to provide a **different**  
608 discount proposal for each of these predetermined categories. However, these categories must be well  
609 established and defined within this product line’s history prior to the submission of a bid response to this ITB  
610 and not developed specifically for the Qualified Bidder’s response to this ITB. The allowance of categorical  
611 discounts does not include a predetermined category for each and every product within the product line, i.e.  
612 every product listed in the Product Line and Base Pricing source cannot be considered a category in and of  
613 itself. If clear and distinct categories cannot be identified then the Qualified Bidder must use the single  
614 discount as their response to the entire product line.

615 These categorical discounts per category will not be allowed to decrease over the life of the contract. If the  
616 Qualified Bidder chooses to submit discounts using categories as opposed to a single discount for the entire  
617 Product Line and Base Pricing source then the quoted categories must be clearly and distinctly recognized per  
618 product listed in that source. The Qualified Bidder shall provide a detailed description of each category and  
619 provide the specific reference of discount quoted for each category. If Categorical Discounts are submitted,  
620 the Qualified Bidder shall complete the Discount Schedule indicating categories and proposed discount in  
621 each.

622 A description of the discounts submitted, whether a single across-the-board discount or categorical discounts,  
 623 shall be provided in your ITB response. New products added under this scenario must clearly fit within a given  
 624 predetermined category and that category's quoted discount should apply. If the Contract Holder is unable to  
 625 extend the discount originally quoted to the new products, then those products shall be clearly noted as "not  
 626 available" using the contract.

### 627 **7.3 ADDITIONAL DISCOUNTS ALLOWED**

628 It should also be noted that, during a contract period, a Contract Holder and/or sales contacts including ALJP  
 629 Authorized Resellers assigned may offer or quote additional discounts above and beyond those discounts  
 630 awarded in the resulting contract(s) of this ITB. Additional discount(s) may include additional discounts for  
 631 volume purchases and/or other events. All such pricing will still be considered within the awarded ALJP  
 632 contract.

### 633 **7.4 COST PLUS OPTION**

634 The Qualified Bidder may provide a Cost Plus discount or mark-up over cost form of discounting method.  
 635 However, the initial cost would be considered the "base price" and it must be incorporated clearly within the  
 636 Product Line Product Offering and Base Pricing source as described above. Additionally, the ALJP Price List  
 637 required will be modified such that the base price will be the Cost, the discount will represent the percent (%)  
 638 mark-up on Cost and the ALJP Price will be the cost of the product plus the mark-up. Categories may still apply  
 639 as previously discussed. In this model the percent mark-up must never increase but may be reduced to favor  
 640 the LEA Group Members. This is not the preferred method of discounting; however, it will be accepted. These  
 641 submissions will also be categorized as Preference 2 contracts.

## 642 **8 ALJP REQUIRED PRICE LIST**

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643 Pricing of the individual products proposed in a Qualified Bidder's response is critical. There are two key  
 644 elements in ALJP pricing and they are the Base Price for all of the individual products within a requested  
 645 product line (or equivalent proposed product line) and the proposed discount. The combination of these two  
 646 elements is used to calculate the ALJP Price for the products. While a LEA Group Member will browse to the  
 647 base price source (proposed) and then apply the discount (proposed) to calculate the actual ALJP price for a  
 648 product within the product line (proposed), a listing of the ALJP prices along with the parameters must be  
 649 made available for current pricing and past pricing for audit purposes.

650 The Qualified Bidder shall provide a digital detailed Alabama Joint Purchasing Price List (ALJP Price List) with a  
 651 response to product line, or equivalent, within this ITB. This list must be in the form of a Microsoft Excel  
 652 spreadsheet file consisting of the individual information on the products listed in the proposed Product Line  
 653 and Base Pricing source, including the MFG SKU, Qualified Bidder's or Product Line and Base Pricing source  
 654 Product Identification Number, Name of Product, Description of Product, ALJP Product Category, UOM, base  
 655 price from the Base Pricing source, discount applied, ALJP Price, and Discount Category (if applicable). Only  
 656 products of the proposed product line are to be entered. There must be no horizontal divisions and the list  
 657 continuous until all products of the proposed Product Line and Base Pricing have been listed with all  
 658 information with an ALJP Price calculated. An Excel template will be provided and the Qualified Bidder must

659 verify accuracy and availability of the data provided by the Qualified Bidder on a submitted CD, DVD, or similar  
 660 storage device. The Qualified Bidder shall use the format described and provided in the Bid Submittal section  
 661 of this document. Additionally, this file must be provided on digital media such as a CD/DVD or USB Flash  
 662 Drive within the final submission package. Two separate media copies must be provided.

663 In the event a contract is awarded and properly procured, this proposed ALJP Price list will become active and  
 664 must be updated as products are added and/or modified to the Product Line Product Offering and Base Pricing  
 665 source by the Contract Holder (once an award has been made). This price list in current form and archives of  
 666 past updated ALJP Price List will be made available on the designated ALJP website.

667 The proposed ALJP Price List will be a key element in the evaluation of awards. It is important that this list be  
 668 verified and included in the format described within this ITB. Elements such as Product ID/SKU, base pricing of  
 669 individual products shown within the submitted Product Line and Base Pricing Source will be located and  
 670 verified.

#### 671 **Sales Contacts**

672 Contract Holders shall provide contact information for the authorized sales staff. This staff **and/or** ALJP  
 673 Authorized Resellers (vendors) must be specifically familiar with the terms of the awarded contract (This  
 674 includes any ALJP Authorized Resellers, if applicable). LEA Group Members will be provided sales information  
 675 and obtain written ALJP quotes for a product or products they buy using the contract(s) resulting from this ITB.  
 676 The Contract Holder shall also be responsible for providing audit trail information for confirming contract  
 677 pricing either directly or indirectly through the ALJP Authorized Resellers, if applicable. The Contract Holder  
 678 shall maintain a comprehensive list of all active sales contacts and archive of inactive sales contacts on the  
 679 ALJP website. As described earlier these sales contacts must be listed in the ALJP Vendor Contact Registry to be  
 680 included as sales contacts in a response to this ITB.

681 Additional Notes may be provided to describe specific sales regions or other identification necessary to help  
 682 the LEA Group Member choose the correct Sales Contact in making their purchasing decision. As described  
 683 earlier the individuals listed here may be sales contacts that are a part of the actual Contract Holder's staff  
 684 and/or contacts from other identified and authorized resellers. The term ALJP Authorized Resellers generally  
 685 refers to a company that is not the Contract Holder but is authorized by the Contract Holder to offer the  
 686 products awarded via a specific ALJP Contract awarded to the Contract Holder. The ISO Certification  
 687 requirement only applies to the Contract Holder.

## 688 **9 ADDITIONAL TERMS AND CONDITIONS**

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### 689 **9.1 PAYMENT**

690 The awarded Contract Holder or designated authorized reseller must not construe payment as acceptance of  
 691 products furnished under the resulting contract. The LEA Group member or the ALSDE reserves the right to  
 692 conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject  
 693 the product(s) if such a post-payment testing or inspection disclosed a defect or a failure to meet  
 694 specifications.

695 Upon notification of a defective or rejected product the Contract Holder or Authorized Reseller must  
 696 coordinate plans to replace the product(s) with others that conform to the specifications and which  
 697 are not defective. The replacement of the product will be at the Contract Holder's (or, if applicable, the  
 698 ALJP Authorized Reseller's) expense and must be performed within 15 days of notification. Rejected  
 699 products left longer than 30 days will be regarded as abandoned, and the LEA Group member will have  
 700 the right to dispose of the product(s) as its own property.

701 All products shall be free of all liens.

702 In accordance with Title 16 Chapter 61E of the Code of Alabama 1975, each LEA Group member shall pay its  
 703 share of expenditures for purchases under any agreement in the manner set forth in the agreement and in the  
 704 same manner as it pays other expenses of the LEA.

705 If an award is made to a Qualified Bidder, such awarded Contract Holder and/or chosen ALJP  
 706 Authorized Reseller shall receive Purchase Orders as normally done to furnish the awarded products of  
 707 the specific product line to the LEA Group Member. Purchases made through resulting contract of this  
 708 ITB must be offered to only those Local Education Agencies, universities, and colleges participating in  
 709 the program (LEA Group Members) and listed on the ALJP Web site. Prior to the issue of a purchase  
 710 order, the LEA Group Member may request an official ALJP Contract Quote. For audit purposes the  
 711 Sales Contacts listed as contacts authorized to sell a product or products from the awarded product  
 712 line contract should provide a quote to interested LEA Group Members, upon their request(s), with the  
 713 following information present and documented:

- 714 \* ALJP Contract Number
- 715 \* All pricing information including
  - 716 ○ Non-ALJP Discounted price from Product Line Product Offering and Base Pricing
  - 717 ○ ALJP Discount Provided
  - 718 ○ Additional Discounts (if applicable)
  - 719 ○ Total price for Quote
- 720 \* Sales Contact Information
- 721 \* The quote should not include products from other product lines not covered under the specific  
 722 ALJP Contract
- 723 \* A given deadline for prices to expire, however only additional discounts may be allowed to  
 724 expire as the contract price based on the awarded discount will remain in effect for the life of  
 725 the contract.

726 Individual schools or ALSDE-recognized entities of the LEA Group members may also purchase  
 727 products from the awarded contracts through their system technology coordinator or designee. They  
 728 must contact the system technology coordinator or purchasing agent for instructions.

729 All documentation of purchases from the resulting contract(s) shall include reference to the assigned  
 730 ALJP Contract number.

731 The ALSDE will not participate in any individual purchase(s) between the awarded vendor and LEA Group  
 732 member. The ALSDE provides assistance through the publishing of current and official contract information on  
 733 the ALJP Website, approving and monitoring the website and required documentation developed by the

734 Contract Holder(s) and other administrative functions of the awarded contract(s). It is not the intent of the  
 735 ALSDE to be involved in individual purchases using resulting contract(s) unless a conflict arises with contract  
 736 terms and conditions.

## 737 **9.2 SEPARATION**

738 The LEA Group members may provide information to the ALSDE concerning the awarded contract performance  
 739 consisting of the ability to meet contract obligations, quality of customer service, and other vendor  
 740 performance factors. This information will be evaluated throughout the contract(s) life by the committee to  
 741 determine if a termination of contract is warranted. The ALSDE will provide a formal mechanism for such  
 742 communications with the LEA Group Members.

743 Possible reasons for contract termination may include any of the following:

744 Failure to meet the requirements of this ITB throughout the contract period including a current and  
 745 non-obsolete ISO-9001 certification;

746 Failure to deliver the product(s) purchased within an agreed upon time period or period specified on  
 747 the Purchase Order. In cases that are proven to be beyond the control of the Contract Holder or  
 748 authorized reseller some exceptions may be considered;

749 Failure of Contract Holder or Contract Holder's identified authorized resellers to provide purchasing  
 750 information as described within this ITB;

751 Improper delivery;

752 Failure to provide a product(s) that is in conformance with the specifications referenced in the ITB;

753 Failure to provide products at prices described;

754 Failure to provide quarterly update information;

755 Delivery of a defective item without replacement;

756 Insolvency or bankruptcy;

757 Failure to protect, to repair, or to make good any damage or injury to property; or

758 Breach of any provision of the Contract.

## 759 **9.3 SEVERABILITY**

760 If any provision of this ITB or resulting contract(s) is declared by a court to be illegal or in conflict with any law,  
 761 then the parties shall give effect to the balance of the ITB or resulting contract(s) to the extent possible.

## 762 **9.4 DISBARMENT FROM PARTICIPATION**

763 If, within the past five (5) years, the Qualified Bidder has been disbarred, suspended, or otherwise lawfully  
 764 precluded from participating in any public bid activity with any federal, state, or local government, the

- 765 Qualified Bidder shall include a letter with the bid package describing detailed information relating to the  
766 disbarment or suspension.
- 767 Failure to supply such a letter may result in a disqualified bid or cancellation of contract.

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## 10 GENERAL RESPONSE INSTRUCTIONS

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### 769 10.1 BID COORDINATOR

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Devlynne Barnes  
Alabama State Department of Education  
Educational Technology  
P.O. Box 302101  
5351 Gordon Persons Building  
Montgomery, AL 36130  
Phone: 334-694-4537  
Fax: 334-694-4958  
Email: [dbarnes1@ALSDE.edu](mailto:dbarnes1@ALSDE.edu)

### 779 10.2 BID IDENTIFICATION

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Each product line listed in the Product Lines Requested section of this document is to be addressed by the name of the Product Line listed. In general, reference to this Invitation to Bid as a whole shall be indicated by ALJP2019.

All communication regarding this Invitation to Bid shall be directed to the bid coordinator listed in section above.

All communication shall be submitted via email by the deadline specified in the schedule of events listed in Schedule of Events section and all Q&A will be posted on the Q&A section on the ALJP website (ITB Page).

Each communication in relation to a specific product line requested shall be clearly marked with the ALJP2019- the product line name located in the Product Lines Requested section of this document entered in the subject area of the email or on the envelope. If the communication is related to the ITB in general then use "ALJP2019 - General" as the reference for the communication.

The ALSDE will not be held responsible for delays or technical problems that may arise due to temporary failure of email or Web site availability.

In the event that the interested vendor does not have access to the Web site, all communications may be sent by email and/or regular mail but must be received by the ALSDE prior to the deadline specified in the schedule of events listed in Schedule of Events section.

It is the responsibility of the Qualified Bidder to monitor this site for information updates, instructions, or addendums.

Any information, other than the information provided in this Invitation to Bid and Website, given by the ALSDE should be considered for informational purposes only.

801 **10.3 SCHEDULE OF EVENTS:**

Event	Date-Time (Central Time Zone)
ALSDE Release of ITB for Response	<b>January 10, 2019</b>
Deadline for Questions	<b>January 22, 2019 04:00 PM</b>
Product Line Proposal Window Close	<b>January 22, 2019 04:00 PM</b>
Deadline for Submitting Bid(s)	<b>February 8, 2019 4:00 PM</b>
Public Bid Opening	<b>February 11, 2019 9:00 AM</b>
ALSDE and Committee Evaluation Process Begins	<b>February 12, 2019</b>
Awarding of Contracts	<b>February 18, 2019</b>
<b>Purchasing by LEA Group May Begin</b>	<b>Dates to be posted on ALJP Website</b>

802

803 **11 BID CONFERENCE**

804 The ALSDE will not hold any formal Bid Conference. The ALSDE may provide informational sessions as needed  
805 based on the level of questions received. Interested bidders should visit the ALJP website often to verify any  
806 such meetings. These meetings will not be required.

807 The LEA Group members may choose to require a bidder's conference in their mini-bid/quote efforts.

808 **12 BID SUBMITTAL – FINAL PRODUCT LINE PROPOSAL**  
809 **SUBMISSION**

810 The complete bid submittal will consist of the following elements specific to an ALJP2019 ITB Response in the  
811 order listed:

- 812 1. Fully Completed ALJP2019 ITB Document Printed & Two Digitized Copies on two separate  
813 CDs/DVD/flash drives.
- 814 a. Each page shall be initialed.  
815 b. Entry items shall all be addressed and completed  
816 i. Page 1 Form Completed  
817 ii. Located throughout this document
- 818 2. ALJP Price list  
819 a. EXCEL Worksheet Format provided. Template to be provided on ALJP website.  
820 b. Provide a copy of complete list on 2 CDs/flash drives submitted

- 821 c. This does **not** have to be printed and included in Bid Package, but it **shall** be located on each of  
822 the two CDs/flash drives.

## 823 **12.1 BID PACKAGE SUBMISSION**

824 Bidders are to provide a single bid package for **each product line** to be considered.

### 825 **12.1.1 Final Response Format**

- 826 • The Qualified Bidder shall provide the response in a binder (hard shell) that will have secure pockets  
827 for the required CD/DVD/flash drive (or similar storage device). Your response shall not deviate from  
828 the format described within this document.
- 829 • Additionally, two copies of the bid submission in digitized form shall also be submitted with the bid  
830 package. The digitized format shall include a single portable document file (or PDF) containing the  
831 complete response. The two identical digital files shall be submitted on two separate CDs/DVDs/flash  
832 drives. The ALJP Price List shall be included on each CD/DVD/flash drives and submitted in the  
833 provided MS Excel file format. The Qualified Bidder must self-verify the files before inclusion in  
834 submitted bid package.
  - 835 ○ With the exception of the ALJP pricing spreadsheet, the required digitized “pdf “shall be a  
836 single file containing all ITB response items, required documents and supporting documents as  
837 deemed necessary.
- 838 • Each securely sealed package must be clearly marked with the ALJP2019 - and the Specific Product  
839 Line. (Example: **ALJP2019-Acer**) Please include a “DO NOT OPEN” message clearly on the package.
  - 840 ○ If package is boxed inside a carrier’s box then that box should also have the ALJP ITB ID clearly  
841 visible.

### 842 **12.1.2 Bid Delivery Address**

- 843 • Submitted bid packages shall be mailed or hand delivered to the ALSDE using either of the following  
844 two addresses:

845 Courier Mail  
846 Alabama State Department of Education  
847 E-Rate Section  
848 **ATTENTION: Devlynne Barnes**  
849 50 N. Ripley St.  
850 5351 Gordon Persons Building  
851 Montgomery, AL 36104-3833  
852

853 Regular Mail  
854 Alabama State Department of Education  
855 E-Rate Section  
856 **ATTENTION: Devlynne Barnes**  
857 5351 Gordon Persons Building  
858 P.O. Box 302101  
859 Montgomery, AL 36130-2101  
860

861 Submittal as described above shall be made by the date and time expressed in the schedule of events. Do not  
862 use any other address other than the information listed above.

863 No other format (Fax, email, etc.) will be accepted.

### 864 **12.1.3 Cost of Preparing Bids**

- 865 • The ALSDE will not reimburse any cost the bidder may have in the preparation and submittal of any bid  
866 package.
- 867 • It should be noted that the use of Microsoft Word 2013 or later, Microsoft Excel 2013 or later and  
868 Adobe Acrobat Professional may be required.
- 869 • Scanning or digitizing documents shall be required.

### 870 **12.1.4 Bidder Errors**

#### 871 ***12.1.4.1 Revisions to Previously Submitted Bids***

- 872 • Any bidder who submits a bid package and finds it needs revisions or canceling may do so via email  
873 notification to the coordinator. The ALSDE will not open sealed bids before bid opening date and time.  
874 If revisions are needed then the bidder shall notify the coordinator via email of the cancellation of  
875 current bid package and submit a new bid package **before** the deadline for submitting bids.
- 876 • The bidder is responsible for cancelled bid package(s). The cancelled bid package(s) will remain sealed  
877 and be voided in the bid process. It will be discarded upon notification of the bidder unless bidder  
878 arranges for pick-up.
- 879 • Bidders are responsible and liable for all errors or omissions contained in their bid packages.

### 880 **12.1.5 Invitation to Bid Amendments and Cancellation**

- 881 • The ALSDE in conjunction with the Montgomery County School System reserves the right to amend  
882 this Invitation to Bid at any time.
- 883 • The ALSDE also reserves the right to cancel and/or re-issue this Invitation to Bid at its sole discretion.
- 884 • Any amendments or cancellations regarding this Invitation to Bid will be made via Web site  
885 announcements (<http://aljp.ALSDE.edu>). It is the bidder's responsibility to monitor Web site for such  
886 information on a daily basis.

### 887 **12.1.6 ALSDE Rights Clarification**

888

889 The ALSDE reserves the right to:

- 890 • Reject all proposals.
- 891 • Reject individual proposals for failure to meet any requirement.
- 892 • Waive minor defects.
- 893 • Negotiate with known vendors to provide the product line to the LEA Group members in the event a  
894 product line does not receive a bid package or receives a single bid package for a specific product line.
- 895 • Seek clarification of the proposal from Vendor at any time, and failure of the Vendor to respond is  
896 cause for rejection. Clarification is not an opportunity to change the proposal.

897 **12.1.7 Bid Package and Public Information**

- 898 • All bid packages and any materials submitted in response to this ITB by the bidder become the  
899 property of the ALSDE. Selection or rejection of a bid package does not affect this right.
- 900 ○ All information provided by the bidder in the bid package will be available for public viewing  
901 upon request after bid opening, unless previously deemed intellectual property. All awarded  
902 responses will be posted on the ALJP Web site throughout the life of the contract.
- 903 • By submitting a bid package, the bidder acknowledges and accepts that the full contents of the bid  
904 package will be made available for public inspection. **By submitting a bid package the bidder agrees**  
905 **to all requirements, terms, and conditions of the ITB.**

# 13 DISCOUNT SCHEDULE

			Proposed Discount %
Reserved	Single or Across-the-Board Discount	Applies to all product listed in the Product Line Product Offering and Base Pricing Source submitted	
<b>Categorical Discounts (If Applicable)</b>			
Category Identification	Title	Description	Proposed Discount %
	All Products		15%

907 Complete the Categorical Discounts section if and only if you are proposing categorical discounts on the  
 908 products of the proposed product line list on the Product Line Offering and Base Pricing Source. Otherwise if a  
 909 single discount is proposed enter that amount in the reserved section above. Add an additional page if  
 910 necessary.

911

## 14 APPENDICES

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912

### 14.1 ISO 9001 CLARIFICATION

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914 The ALSDE and ALJP LEA Group Committee will remain consistent with Chapter 61E of the Code of Alabama  
 915 1975. It is clearly stated within the law that "The Legislature therefore desires to authorize the joint purchase  
 916 of information technology and competitive bidding as well as ensure quality vendors." This statement is  
 917 recognized by the ALSDE and Committee and we believe it is supported by the ISO-9001 certification  
 918 requirement within the law. The ISO-9001 certification requirement is a practical requirement to ensure our  
 919 schools are able to purchase information technology from quality vendors. A company/vendor having this  
 920 current and up-to-date certification has demonstrated, and been certified by an ISO Registrar, quality and  
 921 exemplary business management in terms of customer service, sound consistent business practices, and the  
 922 proven ability to offer services and products to the participating Alabama Public Local Education Agencies (LEA  
 923 Group). The Title 16 Chapter 61E of the Code of Alabama 1975 (formerly known as Alabama Act No. 2003-  
 924 392), signed into law on June 23, 2003 by Governor Bob Riley, is the guiding document in the creation and  
 925 administration of this bid and resulting contract(s).

926 The ALSDE's interpretation of the term "affiliates" as included in the ISO-9001 requirement stated within the  
 927 Title 16 Chapter 61E of the Code of Alabama 1975 that "any companies that have ISO-9001 certification or any  
 928 companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO-9001  
 929 certification can bid on the information technology to be jointly purchased." It is not the ALSDE's position to  
 930 make an interpretation of a set term within a law if it is defined elsewhere in state law or federal law. The  
 931 ALSDE prefers to use such related and documented definitions when available. A primary resource in the  
 932 defining of the term "affiliates" is the Code of Alabama 1975, Title 6 "Civil Law", Chapter 12, and Section 6-12-  
 933 2:

934 Section 6-12-2

935 2) AFFILIATE. A person who directly or indirectly owns or controls, is owned or controlled by, or is under  
 936 common ownership or control with, another person. Solely for purposes of this definition, the terms "owns,"  
 937 "is owned" and "ownership" mean ownership of an equity interest, or the equivalent thereof, of ten percent or  
 938 more, and the term "person" means an individual, partnership, committee, association, corporation, or any  
 939 other organization or group of persons.

940 Though this definition within the law relates to “Escrow Fund for Certain Tobacco Product Manufacturers” the  
941 ALSDE considers this definition as “our definition” of the term affiliate. This may also be considered as our  
942 defined “interpretation” of the term affiliates, if necessary.

943 In additional support of our definition of the term affiliate, we find it is consistent with the Federal  
944 Communication Commission (FCC), in the Telecommunications Act of 1996 (available on the Internet at  
945 <http://www.fcc.gov/Reports/tcom1996.txt> located in section 3 of the document) stating the following:

946 “The term ‘affiliate’ means a person that (directly or indirectly) owns or controls, is owned or controlled by, or  
947 is under common ownership or control with, another person. For purposes of this paragraph, the term “own”  
948 means to own an equity interest (or the equivalent thereof) of more than 10 percent.”

949 However, if the bidding company does meet ISO-9001 certification requirement, then that company, if  
950 awarded the contract, can name authorized resellers that could include companies that do not meet the ISO-  
951 9001 or affiliate requirement. An authorized reseller of a product line manufactured/published does not  
952 automatically meet the definition of an affiliate. Authorized resellers can be removed by awarded company in  
953 accordance with their definition of an authorized reseller.

954 The **bidding company/vendor listed on the cover page must meet the ISO-9001 certification** or be a vendor  
955 who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or  
956 control with, another vendor of which the ownership represents 10% equity of a company that is currently  
957 ISO-9001-certified. If there is an affiliated relationship and the awarded vendor does not actually hold the  
958 certification, the bidder must include documentation of proof that the bidding vendor has an affiliation or is a  
959 subdivision, subsidiary, or department of a company that does have an ISO-9001 certification, in accordance to  
960 the definition stated above, including a letter of qualification on the ISO-9001. This letter should be on the  
961 ISO-9001-certified company’s letterhead and signed by an authorized official of the company as well as  
962 notarized. The content of the letter should describe the relation between the two companies and how the  
963 definition of affiliate is met including a description of the ownership or control. An ISO-9001 certificate should  
964 be included and in the “ISO CERTIFICATION INFORMATION” area on the cover page, the certifying company’s information  
965 should be entered. Adjacent to the title of that section the bidder will include a statement that identifies the  
966 relation to the certified company. This statement should read: In Affiliation With..., Subdivision of ...,  
967 Subsidiary of ..., or A Department of .... (Ex: *In Affiliation with XYZ Corp.*).

968 **ALJP Response Evaluation (Information**  
 969 **Purpose only)**

970 The following items represent the criteria that the response evaluators will use to determine a score for each  
 971 response provided by a Qualified Bidder.

972 **14.2 INITIAL REQUIREMENTS CHECK (ALSDE)**

- 973 1. General Demographics, complete and comprehensible response.  
 974 a. Single Product Line in a single response.  
 975 b. Bidder ITB Page Initials  
 976 c. Execution of response instructions  
 977 2. ISO 9001 Certificate – Current and Valid  
 978 3. E-Verify Participation Requirements  
 979 4. Notarized Submission  
 980 5. Valid Product Line and Base Pricing (Equal or Equivalent)  
 981 6. Indication of Proposed Discount(s) from Base Pricing  
 982 7. ALJP Price List  
 983 8. Valid Reference Listing and reference checks  
 984 9. Bidder’s Conference Attendance

985 If one or more of the above items are not met and/or not present in the bidder’s response, the ALSDE may  
 986 disqualify the entire response.

987 **14.3 ALJP COMMITTEE EVALUATION SCORING**

- 988 1. Proposed Discount Score (100 Points Total)  
 989 a. Clear and concise Product Line (Offering) and Base Pricing Source (15)  
 990 b. Competitive pricing to similar and/or equivalent product line responses. May include  
 991 pricing from current contracts as a reference. (50)  
 992 c. Proposed pricing equal to or lower than known lowest corresponding pricing of similar or  
 993 equivalent products within the proposed product line. (20)  
 994 d. Full representation of the product line offering. (15)

995

996 Thank you for your interest in the Alabama Joint Purchasing Program.

# **15 PLACEHOLDER SECTION FOR RESPONSE ITEMS**

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998 **15.1 MANUFACTURER'S STATEMENT (IF APPLICABLE)**

999 see Pages 8-9

See following page.



**Russ Hoppes**  
Regional Sales Manager

**Vertiv Corporation**  
610 Executive Campus Drive  
Westerville, OH 43082

T (614) 841-6434  
F (614) 841-2778  
E russ.hoppes@vertivco.com

February 4, 2019

TO WHOM IT MAY CONCERN

**Subject: Vertiv/Liebert Representation – State of Georgia and Alabama**

Vertiv Corporation sells and markets its Liebert products through manufacturer's representatives rather than by direct employment, and also uses a nationwide reseller authorization program for channel products. These representatives are the only source of Liebert products in their defined geographical territory.

Joe Powell & Associates, Inc. (JPA) is the Vertiv Liebert representative for Georgia, Alabama, and the Florida panhandle, with the exception of the southernmost counties of Georgia and Florida. Various resellers in these same areas are also authorized and serviced by Joe Powell & Associates, Inc.

Should there be any questions regarding this matter, please do not hesitate to contact me.

Best Regards,

A handwritten signature in black ink that reads 'Russ Hoppes'.

Russ Hoppes  
Regional Sales Manager – Liebert  
Vertiv

1000 **15.2 E-VERIFY DOCUMENTATION – REQUIRED**

1001 See page 9

1002 Insert documentation required for E-verify. If not applicable, insert a letter stating so.

See following pages.



Welcome  
Niki Horman

≡ MENU

## Company Information

**Company Name**  
Vertiv

**Company ID Number**  
120296

Date of Authorization: 05/14/2008

**Doing Business As (DBA) Name**  
--

**DUNS Number**  
-- 00 430 9647

### Physical Location

**Address 1**  
1050 Dearborn Drive

**Address 2**  
--

**City**  
Columbus

**State**  
OH

**Zip Code**  
43085

**County**  
FRANKLIN

### Mailing Address

**Address 1**  
--

**Address 2**  
--

**City**

--

State

--

Zip Code

--

**Additional Information**

Employer Identification Number

310715256

Total Number of Employees

1,000 to 2,499

Parent Organization

Platinum Equity

Administrator

--

**Organization Designation**

Employer Category

--

[View / Edit](#)

NAICS Code

335 - ELECTRICAL EQUIPMENT, APPLIANCE, AND COMPONENT  
MANUFACTURING

[View / Edit](#)

Total Hiring Sites

20

[View / Edit](#)

Total Points of Contact

2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)

1003 **15.3 SUPPLEMENTAL AGREEMENTS & LICENSING (IF APPLICABLE)**

1004 Insert any such agreements and include an explanation of the requirement.

Not applicable.

1005 **15.4 WARRANTY INFORMATION – REQUIRED**

1006 See page 19

Please see pages following.

## **SINGLE-PHASE AC POWER UPS PRODUCTS 2-YEAR LIMITED WARRANTY**

**Warrantor:** Vertiv Corporation (referred to herein as "Vertiv") offers the following **Two-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

### **Products Covered:**

Liebert Single-Phase AC Power UPS Products (excluding Liebert APS, PST4, PST5, PSA4 and PSA5)

### **Terms of Warranty:**

As provided herein, Vertiv warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Vertiv's final invoices, and to applicable Vertiv Product brochures and manuals current as of the date of Product shipment ("Descriptions")

### **Warranty Period:**

A period of two (2) years from date of product shipment, which period shall expire no later than twenty-seven (27) months from the Product shipment date. Product shipment date is determined only from the bill of lading. If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### **Who is Covered:**

This Warranty extends to the original end-user (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Vertiv assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Vertiv Product and which are assignable, but Vertiv makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

### **Warranty Claims Procedure and Services:**

Within thirty (30) days after User's discovery of a defect, User must contact Vertiv at (800) 222-5877 and provide all material information relating to such alleged defect.

Vertiv, in its sole discretion, shall either repair or replace defective Products. For Products to be repaired, Vertiv will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Vertiv will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. Vertiv shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

### **Items Not Covered:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Vertiv designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Vertiv's recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER unauthorized shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Vertiv Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, and/or (2) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee or agent of Vertiv is authorized to add to or vary the terms of this Warranty. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, in writing and signed by a Vertiv officer.

### **Other Limitations:**

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE VERTIV PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL VERTIV ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

## UPS PRODUCTS 3-YEAR LIMITED WARRANTY

### Warrantor:

Vertiv Corporation (referred to herein as "Vertiv") offers the following Three-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty") for applicable Product.

### Products Covered:

Liebert PST4, P ST5, PSA4 and PSA5

### Terms of warranty:

As provided herein, Vertiv Corporation ("Vertiv") warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Vertiv's final invoices, and to applicable Vertiv Product brochures and manuals current as of the date of Product shipment ("Descriptions").

Warranty Period: a period of three (3) years from the date of product shipment, which period shall expire no later than thirty-nine (39) months from the Product shipment date. The Product shipment date is determined only from the bill of lading. If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### Who is Covered:

This Warranty extends to the original end-user (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Vertiv assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Vertiv Product and which are assignable, but Vertiv makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers, and extends no coverage under this Warranty to such components or accessories.

### Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact Vertiv at (800) 222-5877 and provide all material information relating to such alleged defect. Vertiv, in its sole discretion, shall either repair or replace defective Products. For Products to be repaired, Vertiv will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Vertiv will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. Vertiv shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

### Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Vertiv designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft, or installation contrary to Vertiv's recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER unauthorized shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Vertiv Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, and/or (2) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point, or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee, or agent of Vertiv is authorized to add to or vary the terms of this Warranty. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv's sole discretion, for late-payment or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Vertiv officer.

### Other Limitations

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE VERTIV PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL VERTIV ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT, AND RELATED APPLICATIONS.

## LIMITED WARRANTY FOR APS

**Warrantor:** Vertiv Corporation (referred to herein as “Vertiv”) offers the following **Two-Year Limited Warranty Against Defects in Material and Workmanship (“Warranty”)** for applicable Product.

### Products Covered

- Liebert APS

### Terms of Limited Warranty

As provided herein, Vertiv warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Vertiv’s final invoices, and to applicable Vertiv Product brochures and manuals current as of the date of Product shipment (“Descriptions”)

### Warranty Period

A period of two (2) years from date of product shipment, which period shall expire no later than twenty-seven (27) months from the Product shipment date. Product shipment date is determined only from the bill of lading.

If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as “Descriptions” are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### Who is Covered

This Warranty extends to the original end-user (the “User”) and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Vertiv. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Vertiv assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Vertiv Product and which are assignable, but Vertiv makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

### Warranty Claims Procedure and Services

Within thirty (30) days after User’s discovery of a defect, User must contact Vertiv at (800) 222-5877 and provide all material information relating to such alleged defect.

In the event the Vertiv Startup Service is purchased, and subject to the other limitations specified herein, a Vertiv field service representative will repair the non-conforming Vertiv Product warranted hereunder, without charge for material or labor. Warranty coverage will be extended only after Vertiv’s inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Vertiv. Vertiv may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Vertiv’s opinion, such work can be performed in less time, with less expense, or in closer proximity to the Vertiv Product.

In the event the Vertiv Startup Service is not purchased, and subject to the other limitations herein, Vertiv, in its sole discretion, shall either repair or replace defective Products as follows: A Vertiv field service representative shall provide labor at no cost for the first ninety (90) days of the Warranty Period. For the remainder of the Warranty Period, for Products to be repaired, Vertiv will issue a RETURN MATERIALS AUTHORIZATION (“RMA”) number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Vertiv will designate a shipping address (“Ship To Address”) that must be used for each authorized returned Product. Vertiv shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

### Items Not Covered

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Vertiv designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Vertiv’s recommendations or specifications, or in any event if the Vertiv serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER unauthorized shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Vertiv Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, and/or (2) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee or agent of Vertiv is authorized to add to or vary the terms of this Warranty. Vertiv retains the right to cancel the Warranty, subject to reinstatement at Vertiv’s sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Vertiv officer.

### Other Limitations

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER’S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE VERTIV PRODUCT AS SET FORTH HEREIN. IF USER’S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, VERTIV’S RESPONSIBILITY FOR

PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL VERTIV ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

590-2014-501A/SL-04630\_8-18

## **LIMITED WARRANTY FOR THREE-PHASE AND DC POWER PRODUCTS**

### **Warrantor:**

Vertiv Corporation and Vertiv Energy Systems, Inc. (collectively referred to herein as "Vertiv") offer the following **One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

### **Products Covered:**

- Liebert Three-Phase AC Power Products
- Energy Systems DC Power Products

### **Terms of Limited Warranty:**

As provided herein, Vertiv warrants that during the Warranty Period (as defined below):

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Seller's final invoices, and to applicable Seller Product brochures and manuals current as of the date of Product shipment ("Descriptions")

### **Warranty Period:**

- Liebert Three-Phase AC Power Products: A period of one (1) year from product start-up and commissioning performed by Vertiv personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading.
- Energy Systems DC Power Products: A period of one (1) year from product shipment date. Product shipment date is determined only from the bill of lading.

If any part or portion of the Vertiv Product fails to conform to the Warranty within the Warranty Period, Vertiv, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Vertiv does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

### **Who is Covered:**

This Warranty extends to the original end-user (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Seller. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Seller assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Seller Product and which are assignable, but Seller makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

### **Warranty Claims Procedure and Services:**

Within thirty (30) days after User's discovery of a defect, User must contact Seller at (800) 543-2378 and provide all material information relating to such alleged defect.

For Vertiv Product: Subject to Product start-up and commissioning by Seller Personnel and the other limitations specified herein, a Seller field service representative will repair the non-conforming Seller Product warranted hereunder, without charge for material or labor. Warranty coverage will be extended only after Seller's inspection confirms the claimed defect and shows no signs of treatment or use voiding the coverage of this Warranty. All defective Products and component parts replaced under this Warranty become the property of Seller. Seller may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in Seller's opinion, such work can be performed in less time, with less expense, or in closer proximity to the Seller Product. For Energy Systems Product: Seller, in its sole discretion, shall either repair or replace defective Products. For Products to be repaired, Seller will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Seller will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. The User shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused.

### **Items Not Covered:**

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, negligence, inappropriate on site operating conditions, repair by non-Seller designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Seller's recommendations or specifications, or in any event if the Seller serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Seller Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Batteries in Vertiv battery cabinets are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment, (2) if applicable, Product start-up and commissioning performed by a third party other than Seller and/or its authorized representatives, and (3) if the Product contains an internal battery, User allows such battery to discharge below the minimum battery voltage cutoff point or if the User does not start recharging a discharged, or partially discharged, battery within forty-eight (48) hours of the discharge period. No salesperson, employee or agent of Seller is authorized to add to or vary the terms of this Warranty. Seller retains the right to cancel the Warranty, subject to reinstatement at Seller's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Seller officer.

### **Other Limitations:**

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE SELLER PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, SELLER'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.

1007 **15.5 SHIPPING & DELIVERY INFORMATION – REQUIRED**

1008 See page 19

1. Freight for single phase, racks, rack PDUs and all Avocent product is included in the quoted contract prices. Freight is FOB First Destination.
2. Freight for all remaining products will be equal to or below 7% of contract price. Freight is FOB First Destination.

1009 **15.6 BASE PRICE SOURCE DOCUMENTATION – REQUIRED**

1010 See pages 16-17. Provide documentation of the proposed Base Price Source. This can be screenshots, or  
1011 digital file printed and inserted here.

<https://www.vertivco.com/en-asia/products/brands/liebert/aljp-2019>

Page currently under construction

1012 **15.7 DISCOUNT SCHEDULE – REQUIRED**

1013 See page 31

Following page



1014 **15.8 ALJP2019 PRICE LIST – REQUIRED**

1015 Print out of the first four pages of the spreadsheet that is required in its entirety with the digital file that must  
1016 accompany the response.

First four pages following this page. Digital copy of entire list included with ITB response package.

ALJP2019 ITB ALJP Price Listing

Proposed Product Line	Liebert	From ALJP2019 ITB PRODUCT LINE PROPOSAL Submission
Proposing Company Name:	Vertiv	
Proposal Contact's AIM Username:		

Vendor Notes:

Updated January 31, 2019

Manufacturer Model Number	Bidder SKU	Product Name	Description/Specifications of Product	Base price from Base Price Source Proposed	UoM	Proposed Discount(%)	ALJP Proposed Price/UoM (Calculated)	ALJP Category (REQUIRED) use drop-down	Product Category (if applicable)
PPA015C231	PPA015C231	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 13,390.00	1	15%	\$ 11,381.50	UPS	
PPA030C231	PPA030C231	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 13,972.00	1	15%	\$ 11,876.20	UPS	
PPA050C231	PPA050C231	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 14,384.00	1	15%	\$ 12,226.40	UPS	
PPA075C231	PPA075C231	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 14,909.00	1	15%	\$ 12,672.65	UPS	
PPA100C231	PPA100C231	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 15,893.00	1	15%	\$ 13,509.05	UPS	
PPA125C231	PPA125C231	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 17,124.00	1	15%	\$ 14,555.40	UPS	
PPA150C331	PPA150C331	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 20,152.00	1	15%	\$ 17,129.20	UPS	
PPA200C331	PPA200C331	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 22,325.00	1	15%	\$ 18,976.25	UPS	
PPA225C331	PPA225C331	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (480:208Y/120)	\$ 23,252.00	1	15%	\$ 19,764.20	UPS	
PPB015C231	PPB015C231	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 13,390.00	1	15%	\$ 11,381.50	UPS	
PPB030C231	PPB030C231	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 13,972.00	1	15%	\$ 11,876.20	UPS	
PPB050C231	PPB050C231	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 14,384.00	1	15%	\$ 12,226.40	UPS	
PPB075C231	PPB075C231	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 14,909.00	1	15%	\$ 12,672.65	UPS	
PPB100C231	PPB100C231	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 15,893.00	1	15%	\$ 13,509.05	UPS	
PPB125C231	PPB125C231	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 17,124.00	1	15%	\$ 14,555.40	UPS	
PPB150C331	PPB150C331	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 20,152.00	1	15%	\$ 17,129.20	UPS	
PPB200C331	PPB200C331	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 22,325.00	1	15%	\$ 18,976.25	UPS	
PPB225C331	PPB225C331	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (600:208Y/120)	\$ 23,252.00	1	15%	\$ 19,764.20	UPS	
PPC015C231	PPC015C231	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (208:208Y/120)	\$ 13,447.00	1	15%	\$ 11,429.95	UPS	
PPC030C231	PPC030C231	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (208:208Y/120)	\$ 14,312.00	1	15%	\$ 12,165.20	UPS	
PPC050C231	PPC050C231	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (208:208Y/120)	\$ 14,734.00	1	15%	\$ 12,523.90	UPS	
PPC075C231	PPC075C231	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (208:208Y/120)	\$ 16,392.00	1	15%	\$ 13,933.20	UPS	
PPC100C231	PPC100C231	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (208:208Y/120)	\$ 17,546.00	1	15%	\$ 14,914.10	UPS	
PPC125C231	PPC125C231	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (208:208Y/120)	\$ 19,683.00	1	15%	\$ 16,730.55	UPS	
PPC150C331	PPC150C331	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP Monitoring (208:208Y/120)	\$ 23,680.00	1	15%	\$ 20,128.00	UPS	
PPA015C230	PPA015C230	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$ 12,690.00	1	15%	\$ 10,786.50	UPS	

PPA030C230	PPA030C230	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	13,272.00	1	15%	\$	11,281.20	UPS
PPA050C230	PPA050C230	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	13,684.00	1	15%	\$	11,631.40	UPS
PPA075C230	PPA075C230	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	14,209.00	1	15%	\$	12,077.65	UPS
PPA100C230	PPA100C230	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	15,193.00	1	15%	\$	12,914.05	UPS
PPA125C230	PPA125C230	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	16,424.00	1	15%	\$	13,960.40	UPS
PPA150C330	PPA150C330	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	19,452.00	1	15%	\$	16,534.20	UPS
PPA200C330	PPA200C330	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	21,625.00	1	15%	\$	18,381.25	UPS
PPA225C330	PPA225C330	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (480:208Y/120)	\$	22,552.00	1	15%	\$	19,169.20	UPS
PPB015C230	PPB015C230	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	12,690.00	1	15%	\$	10,786.50	UPS
PPB030C230	PPB030C230	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	13,272.00	1	15%	\$	11,281.20	UPS
PPB050C230	PPB050C230	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	13,684.00	1	15%	\$	11,631.40	UPS
PPB075C230	PPB075C230	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	14,209.00	1	15%	\$	12,077.65	UPS
PPB100C230	PPB100C230	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	15,193.00	1	15%	\$	12,914.05	UPS
PPB125C230	PPB125C230	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	16,424.00	1	15%	\$	13,960.40	UPS
PPB150C330	PPB150C330	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	19,452.00	1	15%	\$	16,534.20	UPS
PPB200C330	PPB200C330	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	21,625.00	1	15%	\$	18,381.25	UPS
PPB225C330	PPB225C330	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (600:208Y/120)	\$	22,552.00	1	15%	\$	19,169.20	UPS
PPC015C230	PPC015C230	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (208:208Y/120)	\$	12,747.00	1	15%	\$	10,834.95	UPS
PPC030C230	PPC030C230	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (208:208Y/120)	\$	13,612.00	1	15%	\$	11,570.20	UPS
PPC050C230	PPC050C230	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (208:208Y/120)	\$	14,034.00	1	15%	\$	11,928.90	UPS
PPC075C230	PPC075C230	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (208:208Y/120)	\$	15,692.00	1	15%	\$	13,338.20	UPS
PPC100C230	PPC100C230	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (208:208Y/120)	\$	16,846.00	1	15%	\$	14,319.10	UPS
PPC125C230	PPC125C230	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (208:208Y/120)	\$	18,983.00	1	15%	\$	16,135.55	UPS
PPC150C330	PPC150C330	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and No Monitoring (208:208Y/120)	\$	22,980.00	1	15%	\$	19,533.00	UPS
PPA015C232	PPA015C232	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF Monitoring (480:208Y/120)	\$	16,233.00	1	15%	\$	13,798.05	UPS
PPA030C232	PPA030C232	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	16,815.00	1	15%	\$	14,292.75	UPS
PPA050C232	PPA050C232	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	17,227.00	1	15%	\$	14,642.95	UPS
PPA075C232	PPA075C232	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	17,752.00	1	15%	\$	15,089.20	UPS
PPA100C232	PPA100C232	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	18,736.00	1	15%	\$	15,925.60	UPS
PPA125C232	PPA125C232	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	19,967.00	1	15%	\$	16,971.95	UPS
PPA150C332	PPA150C332	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	22,995.00	1	15%	\$	19,545.75	UPS

PPA200C332	PPA200C332	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	25,168.00	1	15%	\$	21,392.80	UPS
PPA225C332	PPA225C332	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (480:208Y/120)	\$	26,095.00	1	15%	\$	22,180.75	UPS
PPB015C232	PPB015C232	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	16,233.00	1	15%	\$	13,798.05	UPS
PPB030C232	PPB030C232	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	16,815.00	1	15%	\$	14,292.75	UPS
PPB050C232	PPB050C232	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	17,227.00	1	15%	\$	14,642.95	UPS
PPB075C232	PPB075C232	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	17,752.00	1	15%	\$	15,089.20	UPS
PPB100C232	PPB100C232	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	18,736.00	1	15%	\$	15,925.60	UPS
PPB125C232	PPB125C232	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	19,967.00	1	15%	\$	16,971.95	UPS
PPB150C332	PPB150C332	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	22,995.00	1	15%	\$	19,545.75	UPS
PPB200C332	PPB200C332	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	25,168.00	1	15%	\$	21,392.80	UPS
PPB225C332	PPB225C332	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (600:208Y/120)	\$	26,095.00	1	15%	\$	22,180.75	UPS
PPC015C232	PPC015C232	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	16,290.00	1	15%	\$	13,846.50	UPS
PPC030C232	PPC030C232	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	17,155.00	1	15%	\$	14,581.75	UPS
PPC050C232	PPC050C232	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	17,577.00	1	15%	\$	14,940.45	UPS
PPC075C232	PPC075C232	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	19,235.00	1	15%	\$	16,349.75	UPS
PPC100C232	PPC100C232	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	20,389.00	1	15%	\$	17,330.65	UPS
PPC125C232	PPC125C232	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	22,526.00	1	15%	\$	19,147.10	UPS
PPC150C332	PPC150C332	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	26,523.00	1	15%	\$	22,544.55	UPS
PPA015C233	PPA015C233	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	19,116.00	1	15%	\$	16,248.60	UPS
PPA030C233	PPA030C233	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	19,698.00	1	15%	\$	16,743.30	UPS
PPA050C233	PPA050C233	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	20,110.00	1	15%	\$	17,093.50	UPS
PPA075C233	PPA075C233	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	20,635.00	1	15%	\$	17,539.75	UPS
PPA100C233	PPA100C233	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	21,619.00	1	15%	\$	18,376.15	UPS
PPA125C233	PPA125C233	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	22,850.00	1	15%	\$	19,422.50	UPS
PPA150C333	PPA150C333	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	28,721.00	1	15%	\$	24,412.85	UPS
PPA200C333	PPA200C333	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	30,894.00	1	15%	\$	26,259.90	UPS
PPA225C333	PPA225C333	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (480:208Y/120)	\$	31,821.00	1	15%	\$	27,047.85	UPS
PPB015C233	PPB015C233	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	19,116.00	1	15%	\$	16,248.60	UPS
PPB030C233	PPB030C233	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	19,698.00	1	15%	\$	16,743.30	UPS
PPB050C233	PPB050C233	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	20,110.00	1	15%	\$	17,093.50	UPS
PPB075C233	PPB075C233	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	20,635.00	1	15%	\$	17,539.75	UPS

PPB100C233	PPB100C233	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	21,619.00	1	15%	\$	18,376.15	UPS
PPB125C233	PPB125C233	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	22,850.00	1	15%	\$	19,422.50	UPS
PPB150C333	PPB150C333	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	28,721.00	1	15%	\$	24,412.85	UPS
PPB200C333	PPB200C333	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	30,894.00	1	15%	\$	26,259.90	UPS
PPB225C333	PPB225C333	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (600:208Y/120)	\$	31,821.00	1	15%	\$	27,047.85	UPS
PPC015C233	PPC015C233	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP and LDMF Monitoring (208:208Y/120)	\$	19,173.00	1	15%	\$	16,297.05	UPS
PPC030C233	PPC030C233	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (208:208Y/120)	\$	20,038.00	1	15%	\$	17,032.30	UPS
PPC050C233	PPC050C233	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (208:208Y/120)	\$	20,460.00	1	15%	\$	17,391.00	UPS
PPC075C233	PPC075C233	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (208:208Y/120)	\$	22,118.00	1	15%	\$	18,800.30	UPS
PPC100C233	PPC100C233	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (208:208Y/120)	\$	23,272.00	1	15%	\$	19,781.20	UPS
PPC125C233	PPC125C233	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (208:208Y/120)	\$	25,409.00	1	15%	\$	21,597.65	UPS
PPC150C333	PPC150C333	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with LDMF and SiteScan Interface (208:208Y/120)	\$	32,249.00	1	15%	\$	27,411.65	UPS
PPA015C234	PPA015C234	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	19,116.00	1	15%	\$	16,248.60	UPS
PPA030C234	PPA030C234	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	19,698.00	1	15%	\$	16,743.30	UPS
PPA050C234	PPA050C234	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	20,110.00	1	15%	\$	17,093.50	UPS
PPA075C234	PPA075C234	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	20,635.00	1	15%	\$	17,539.75	UPS
PPA100C234	PPA100C234	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	21,619.00	1	15%	\$	18,376.15	UPS
PPA125C234	PPA125C234	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	22,850.00	1	15%	\$	19,422.50	UPS
PPA150C334	PPA150C334	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	28,721.00	1	15%	\$	24,412.85	UPS
PPA200C334	PPA200C334	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	30,894.00	1	15%	\$	26,259.90	UPS
PPA225C334	PPA225C334	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (480:208Y/120)	\$	31,821.00	1	15%	\$	27,047.85	UPS
PPB015C234	PPB015C234	Liebert PPC	Liebert 15kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	19,116.00	1	15%	\$	16,248.60	UPS
PPB030C234	PPB030C234	Liebert PPC	Liebert 30kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	19,698.00	1	15%	\$	16,743.30	UPS
PPB050C234	PPB050C234	Liebert PPC	Liebert 50kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	20,110.00	1	15%	\$	17,093.50	UPS
PPB075C234	PPB075C234	Liebert PPC	Liebert 75kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	20,635.00	1	15%	\$	17,539.75	UPS
PPB100C234	PPB100C234	Liebert PPC	Liebert 100kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	21,619.00	1	15%	\$	18,376.15	UPS
PPB125C234	PPB125C234	Liebert PPC	Liebert 125kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	22,850.00	1	15%	\$	19,422.50	UPS
PPB150C334	PPB150C334	Liebert PPC	Liebert 150kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	28,721.00	1	15%	\$	24,412.85	UPS
PPB200C334	PPB200C334	Liebert PPC	Liebert 200kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	30,894.00	1	15%	\$	26,259.90	UPS
PPB225C334	PPB225C334	Liebert PPC	Liebert 225kVA PPC Bottom Entry/Exit with Transformer, SqD 54 pole Panelboard and VPMP with Current Plus (600:208Y/120)	\$	31,821.00	1	15%	\$	27,047.85	UPS

1017 **15.9 SALES CONTACT LISTING – REQUIRED**

Full Name	AIM email	Company	Title	Phone#
Matt Fancher	?	Joe Powell & Assoc	Channel Accts Mgr	(205) 213-0138

1018 Sales Contacts must match Online Proposal Entry

In addition.....Authorized reseller list on page following.

## ALJP Authorized Liebert Resellers

### Logista Solutions

Raymond Newton  
205-565-2200  
[rnewton@logistasolutions.com](mailto:rnewton@logistasolutions.com)  
SPIN#143006971

### Integrated Transport Solutions

Tonly Helton  
334-567-1993  
[Tonly.Helton@its-networks.com](mailto:Tonly.Helton@its-networks.com)  
SPIN# 143008119

### Incare Technologies

Pam Williams  
334 819-1038  
[pwilliams@incaretechnologies.com](mailto:pwilliams@incaretechnologies.com)  
SPIN # 143036756

### Mayer Electric

Scott Blackmon  
205-583-3446  
[sblackmon@mayerelectric.com](mailto:sblackmon@mayerelectric.com)  
SPIN # 143018959

### Clearwinds Technologies

Craig Davenport  
205-876-1505  
[cdavenport@clearwinds.net](mailto:cdavenport@clearwinds.net)  
SPIN # 143030881

### Pinnacle Network

Jonathan Bailey  
334-546-4236  
[bailey@pinnaclenetwork.com](mailto:bailey@pinnaclenetwork.com)  
SPIN# 143032604

### Synergetics

David Palmer  
662-323-9484  
[Dpalmer@synergeticsdcs.com](mailto:Dpalmer@synergeticsdcs.com)  
SPIN# 143004683

### CDW-G

Anuj Kalra  
866-339-3640  
[anujkal@cdwg.com](mailto:anujkal@cdwg.com)  
SPIN # 143005588

### Prosys

Jeff Baldwin  
334-954-6162  
[jbaldwin@prosys.com](mailto:jbaldwin@prosys.com)  
SPIN # 143021481

### Pomeroy

John Salzman  
205-278-4678  
[jsalzman@pomeroy.com](mailto:jsalzman@pomeroy.com)  
SPIN # 143005447

### Teklinks

Mike Girouard  
205-314-6600  
[mgirouard@teklinks.com](mailto:mgirouard@teklinks.com)  
SPIN # 143024409

### Driven Technologies

Danny Jennings  
(334) 430-3955  
[danny@driventechologies.net](mailto:danny@driventechologies.net)  
SPIN# 143050144

### Graybar

Jeffery Handey  
334-819-5214  
[Jeffery.Handey@graybar.com](mailto:Jeffery.Handey@graybar.com)  
SPIN # 143004382

1019 **15.10 REFERENCE PLACEHOLDER – REQUIRED**

1020 Include/insert References Information Here:

1021 See page 17 References

1022 Provide at least five (5) K-12 educational institutions or organizations and contact information  
1023 including name, address, phone number, and a contact name with an email address. At least  
1024 three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.

1025  
1026 Provided by Qualified Bidder in attached document (no template provided)

References on page following.

## References

Keith Price  
Vestavia Hills Board of Education  
1204 Montgomery Highway  
Birmingham, AL 35216  
(205) 402-5167  
[pricekm@vestavia.k12.al.us](mailto:pricekm@vestavia.k12.al.us)

Michael Townsend  
Tuscaloosa County School System  
1118 Greensboro Avenue  
Tuscaloosa, AL 35401  
(205) 342-2759  
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Jason Henriksen  
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200 White Street  
Huntsville, AL 35801  
[jason.henriksen@hsv-k12.org](mailto:jason.henriksen@hsv-k12.org)  
(256) 428-6920

Aaron New  
Boaz City Schools  
126 Newt Parker Drive  
Boaz, AL 35957  
[anew@boazk12.org](mailto:anew@boazk12.org)  
(256) 593-8180 ext. 1521

Connie Bain  
Auburn City Schools  
855 E. Samford Avenue  
Auburn, AL 36830  
[cdbain@auburnschools.org](mailto:cdbain@auburnschools.org)  
334-887-2100

- 1027 **15.11 ISO CERTIFICATION INFORMATION – REQUIRED**
- 1028 Must include information here for documentation. (See pages 7-8)

Pages following.

# MANAGEMENT SYSTEM CERTIFICATE

Certificate No:  
CERT-08932-2006-AQ-HOU-ANAB

Valid:  
27 September 2018 - 27 September 2021

This is to certify that the management system of

## **Vertiv Corporation**

1050 Dearborn Drive, Columbus, OH, 43085, USA

and the sites as mentioned in the appendix accompanying this certificate

has been found to conform to the Quality Management System standard:  
**ISO 9001:2015**

This certificate is valid for the following scope:

**The Design, Manufacture and Service of Racks, Devices and Systems that Support and Protect Computers and other Sensitive Electronic Processes. These Devices Provide Environmental Control, Power Protection, Power Distribution, Power Conditioning, and Site Monitoring.**

Place and date:  
Katy, TX, 27 September 2018

For the issuing office:  
DNV GL – Business Assurance  
1400 Ravello Drive, Katy, TX, 77449-5164,  
USA



**John Stefan**  
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.

ACCREDITED UNIT: DNV GL Business Assurance USA, Inc., 1400 Ravello Drive, Katy, TX 77449 USA, Tel: 281-396-1000 [dnvglcert.com](http://dnvglcert.com)

Certificate No: CERT-08932-2006-AQ-HOU-ANAB  
 Place and date: Katy, TX, 27 September 2018

## Appendix to Certificate

### Vertiv Corporation

Locations included in the certification are as follows:

Site Name	Site Address	Site Scope
Vertiv Corporation (HQ)	1050 Dearborn Drive, Columbus, OH, 44229, USA	Design, Assembly, Electrical Testing, Calibration, Shipping, Warehouse, Training, Planning, Failure Analysis, Purchasing
Vertiv Corporation	3040 South 9th Street, Ironton, OH, 45638, USA	Manufacturing Operations
Vertiv Corporation	Ave. Industrial Reynosa 11-A, Reynosa Center, CP 88780, Reynosa, Mexico	Manufacturing Operations
Vertiv Corporation	4991 Corporate Drive, Huntsville, AL, 35805, USA	Management, Assembly, Design, receiving, shipping, QA, QC, Sales/Customer Service, HR, Purchasing
Vertiv Corporation	One Dambrackas Way, Sunrise, FL, 33351, USA	Software Development, Purchasing, Maintenance, Calibration, Training, Test.
Vertiv Corporation	Avocent House, Shannon Free Zone, Shannon, Co. Clare, Ireland	Assembly, Sales, Purchasing, Warehouse, Inspection, calibration, training, test

1029 **15.12 COMPANY PROFILE AND DEMOGRAPHICS – REQUIRED**

1030 Provide all pertinent company information including key personnel, demographics and company profile.

Full Name	AIM email	Company	Title	Phone#
Matt Fancher	mfancher@joepowell.com	Joe Powell & Associates	Channel Accounts Manager	205-213-0138
Bob Silkowitz	bobsilkowitz@vertivco.com	Vertiv	Director of Public Sector	703.726.4008
Bruce Issacson	bissacson@vertivco.com	Vertiv	Sr. Contracts Advisor	703.729-4100

1031 Sales Contacts must match Online Proposal Entry

## ALJP Authorized Liebert Resellers

### Logista Solutions

Raymond Newton  
205-565-2200  
[rnewton@logistasolutions.com](mailto:rnewton@logistasolutions.com)  
SPIN#143006971

### Integrated Transport Solutions

Tonly Helton  
334-567-1993  
[Tonly.Helton@its-networks.com](mailto:Tonly.Helton@its-networks.com)  
SPIN# 143008119

### Incare Technologies

Pam Williams  
334 819-1038  
[pwilliams@incaretechnologies.com](mailto:pwilliams@incaretechnologies.com)  
SPIN # 143036756

### Mayer Electric

Scott Blackmon  
205-583-3446  
[sblackmon@mayerelectric.com](mailto:sblackmon@mayerelectric.com)  
SPIN # 143018959

### Clearwinds Technologies

Craig Davenport  
205-876-1505  
[cdavenport@clearwinds.net](mailto:cdavenport@clearwinds.net)  
SPIN # 143030881

### Pinnacle Network

Jonathan Bailey  
334-546-4236  
[bailey@pinnaclenetwork.com](mailto:bailey@pinnaclenetwork.com)  
SPIN# 143032604

### Synergetics

David Palmer  
662-323-9484  
[Dpalmer@synergeticsdcs.com](mailto:Dpalmer@synergeticsdcs.com)  
SPIN# 143004683

### CDW-G

Anuj Kalra  
866-339-3640  
[anujkal@cdwg.com](mailto:anujkal@cdwg.com)  
SPIN # 143005588

### Prosys

Jeff Baldwin  
334-954-6162  
[jbaldwin@prosys.com](mailto:jbaldwin@prosys.com)  
SPIN # 143021481

### Pomeroy

John Salzman  
205-278-4678  
[jsalzman@pomeroy.com](mailto:jsalzman@pomeroy.com)  
SPIN # 143005447

### Teklinks

Mike Girouard  
205-314-6600  
[mgirouard@teklinks.com](mailto:mgirouard@teklinks.com)  
SPIN # 143024409

### Driven Technologies

Danny Jennings  
(334) 430-3955  
[danny@driventechologies.net](mailto:danny@driventechologies.net)  
SPIN# 143050144

### Graybar

Jeffery Handey  
334-819-5214  
[Jeffery.Handey@graybar.com](mailto:Jeffery.Handey@graybar.com)  
SPIN # 143004382

1032 **15.13 REFERENCE PLACEHOLDER – REQUIRED**

1033 Include/insert References Information Here:

1034 See page 17 References

1035 Provide at least five (5) K-12 educational institutions or organizations and contact information  
1036 including name, address, phone number, and a contact name with an email address. At least  
1037 three (3) of these institutions should be Alabama K-12 Local Education Agencies/Districts.

1038  
1039 Provided by Qualified Bidder in attached document (no template provided)

## References

Keith Price  
Vestavia Hills Board of Education  
1204 Montgomery Highway  
Birmingham, AL 35216  
(205) 402-5167  
[pricekm@vestavia.k12.al.us](mailto:pricekm@vestavia.k12.al.us)

Michael Townsend  
Tuscaloosa County School System  
1118 Greensboro Avenue  
Tuscaloosa, AL 35401  
(205) 342-2759  
[michael@tcss.net](mailto:michael@tcss.net)

Jason Henriksen  
Huntsville City Schools  
200 White Street  
Huntsville, AL 35801  
[jason.henriksen@hsv-k12.org](mailto:jason.henriksen@hsv-k12.org)  
(256) 428-6920

Aaron New  
Boaz City Schools  
126 Newt Parker Drive  
Boaz, AL 35957  
[anew@boazk12.org](mailto:anew@boazk12.org)  
(256) 593-8180 ext. 1521

Connie Bain  
Auburn City Schools  
855 E. Samford Avenue  
Auburn, AL 36830  
[cdbain@auburnschools.org](mailto:cdbain@auburnschools.org)  
334-887-2100

1040 **15.14 COMPANY PROFILE AND DEMOGRAPHICS – REQUIRED**

1041 Provide all pertinent company information including key personnel, demographics and company profile.

Please see pages following.

## Vertiv Executive Team



Rob Johnson  
Chief Executive Officer



David Fallon  
Chief Financial Officer



Giordano Albertazzi  
President – Europe



Andrew Cole  
Chief OD & HR Officer



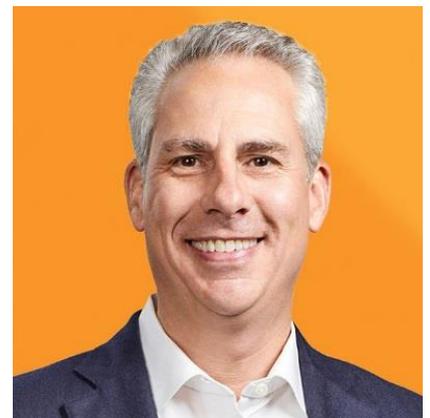
Victor Fetter  
Chief Digital Officer



Colin Flannery  
General Counsel



Jason Forcier  
Executive Vice President  
Infrastructure Business Unit and Global Operational Excellence



John Hewitt  
President of Americas



Pat Johnson  
Executive Vice President, IT & Edge Infrastructure



Steve Lalla  
Executive Vice President, Services



Stephen Liang  
President, Asia-Pacific



Gary Niederpruem  
Chief Strategy & Development Officer



# CORPORATE FACT SHEET



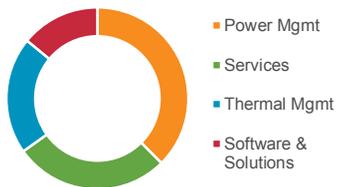
# Empowering Vital Applications For a Digital World

## WHO WE ARE

Vertiv designs, builds and services critical infrastructure that enables vital applications for data centers, communication networks and commercial and industrial facilities. We support today's growing mobile and cloud computing markets with a portfolio of power, thermal and infrastructure management solutions.

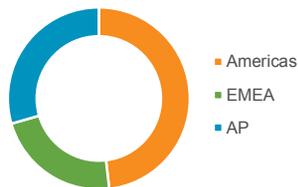
We offer unsurpassed global scale and broad expertise, built from our heritage as Emerson Network Power. And now as Vertiv, we match industry leadership with the focus and spirit of a startup.

### Offering



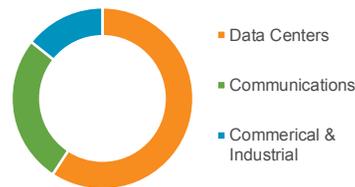
Broad range of power, thermal, and infrastructure management portfolio

### Geography



Global, well-established footprint and supply-chain network

### End Market



Serve vital applications in data centers, communication networks, and commercial/industrial environments

## KEY FACTS



**STATUS**  
Privately held



**REVENUE**  
USD 3.9 billion  
(fiscal 2017)



**HEADQUARTERS**  
Global: Columbus, Ohio, USA  
Regional: China, India, Philippines, United Kingdom



**LEADERSHIP**  
Rob Johnson, CEO



**EMPLOYEES**  
~20,000  
worldwide



**MAJOR CUSTOMERS**  
Alibaba, Alstom, America Movil, AT&T, China Mobile, Equinix, Ericsson, Reliance, Siemens, Telefonica, Tencent, Verizon, Vodafone

# OUR VISION

We seek to help our customers create a world where critical technologies always work

## OUR GLOBAL PRESENCE

Meeting Our Customer Wherever They Are

### US AND CANADA

Manuf. and assembly locations **13**  
Service Centers **100+**  
Service Field Engineers **850+**  
Technical Support/Response **120+**  
Customer Experience Centers/Labs **4**

### GLOBAL PRESENCE

Manuf. and assembly locations **28**  
Service Centers **250+**  
Service Field Engineers **2,650+**  
Technical Support/Response **450+**  
Customer Experience Centers/Labs **16**

### EUROPE, MIDDLE EAST AND AFRICA

Manuf. and assembly locations **9**  
Service Centers **70+**  
Service Field Engineers **630+**  
Technical Support/Response **250+**  
Customer Experience Centers/Labs **5**

### LATIN AMERICA

Manuf. and assembly locations **1**  
Service Centers **20+**  
Service Field Engineers **240+**  
Technical Support/Response **20+**  
Customer Experience Centers/Labs **2**

### ASIA PACIFIC

Manuf. and assembly locations **5**  
Service Centers **60+**  
Service Field Engineers **930+**  
Technical Support/Response **80+**  
Customer Experience Centers/Labs **5**

## OUR FLAGSHIP BRANDS

### Chloride®

Our global industrial power solutions meet the most demanding technical specifications and provide safe, reliable power – no matter the challenge.

### Liebert®

Our global power and thermal management solutions are some of the world's most efficient and reliable power and cooling technologies.

### NetSure™

Our global, intelligently engineered power systems deliver high availability, energy efficiency and scalability for converged networks.



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DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
08/30/2018	201824201390	AMENDED/RESTATED ARTICLES (AMA)	50.00	300.00	0.00	0.00

### Receipt

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM  
 4400 EASTON COMMONS WAY SUITE 125  
 ATTN: TIMOTHY ROBERSON  
 COLUMBUS, OH 43219

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted  
 343702

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**VERTIV CORPORATION**

and, that said business records show the filing and recording of:

Document(s)

**AMENDED/RESTATED ARTICLES**

Effective Date: 08/30/2018

Document No(s):

**201824201390**



United States of America  
 State of Ohio  
 Office of the Secretary of State

Witness my hand and the seal of the  
 Secretary of State at Columbus, Ohio this  
 30th day of August, A.D. 2018.

*Jon Husted*

Ohio Secretary of State

Form 540 Prescribed by:

**JON HUSTED**  
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-787-3453)  
Central Ohio: (614) 466-3910  
[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)  
[buserv@OhioSecretaryofState.gov](mailto:buserv@OhioSecretaryofState.gov)  
File online or for more information: [www.OHBusinessCentral.com](http://www.OHBusinessCentral.com)

Mall this form to one of the following:

Regular Filing (non expedite)  
P.O. Box 1329  
Columbus, OH 43216  
Expedite Filing (Two business day processing time.  
Requires an additional \$100.00)  
P.O. Box 1390  
Columbus, OH 43216

For screen readers, follow instructions located at this path.

**Certificate of Amendment  
(For-Profit, Domestic Corporation)  
Filing Fee: \$50  
Form Must Be Typed**

Check appropriate box:

- Amendment to existing Articles of Incorporation (125-AMDS)
- Amended and Restated Articles (122-AMAP) - The following articles supersedes the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

Charter Number

Check one box below and provide information as required:

The articles are hereby amended by the **Incorporators**. Pursuant to Ohio Revised Code section 1701.70 (A), incorporators may adopt an amendment to the articles by a writing signed by them if initial directors are not named in the articles or elected and before subscriptions to shares have been received.

The articles are hereby amended by the **Directors**. Pursuant to Ohio Revised Code section 1701.70(A), directors may adopt amendments if initial directors were named in articles or elected, but subscriptions to shares have not been received. Also, Ohio Revised Code section 1701.70(B) sets forth additional cases in which directors may adopt an amendment to the articles.

The resolution was adopted pursuant to Ohio Revised Code section 1701.70(B)  (In this space insert the number 1 through 10 to provide basis for adoption.)

The articles are hereby amended by the **Shareholders** pursuant to Ohio Revised Code section 1701.71.

The articles are hereby amended and restated pursuant to Ohio Revised Code section 1701.72.

**A copy of the resolution of amendment is attached to this document.**

Note: If amended articles were adopted, they must set forth all provisions required in original articles except that articles amended by directors or shareholders need not contain any statement with respect to initial stated capital. See Ohio Revised Code section 1701.04 for required provisions.

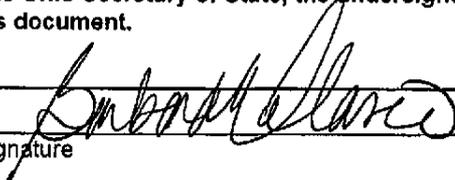
**By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.**

**Required**

Must be signed by all incorporators, if amended by incorporators, or an authorized officer if amended by directors or shareholders, pursuant to Ohio Revised Code section 1701.73(B) and (C).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

  
Signature

Assistant Secretary

By (if applicable)

Barbara Velasco

Print Name

Signature

By

By (if applicable)

Print Name

THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
LIEBERT CORPORATION

Pursuant to the Ohio General Corporation Law, the Second Amended and Restated Articles of Incorporation of Liebert Corporation (the "Company") are hereby amended and restated in their entirety as set forth below:

ARTICLE I  
NAME

The name of the corporation is Vertiv Corporation.

ARTICLE II  
PRINCIPAL OFFICE AND MAILING ADDRESS

The principal address and mailing address of the Company is located in Columbus, Franklin County, Ohio, or any other location as the Board of Directors may from time to time determine or the business of the Company may require.

ARTICLE III  
CAPITAL STOCK

The number of shares of stock that the Company is authorized to issue is One Thousand (1,000) shares, par value \$0.01 per share, of common stock (the "Common Stock"). Each issued and outstanding share of Common stock shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders of the Company.

ARTICLE IV  
PURPOSE

The purpose for which the Company is organized is to transact any lawful business.

ARTICLE V  
REGISTERED OFFICE AND AGENT

The address of the registered office of the Company in the State of Ohio is 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219. The name of the Company's registered agent at such address is CT Corporation System.

ARTICLE VI  
DATE AND MANNER OF ADOPTION

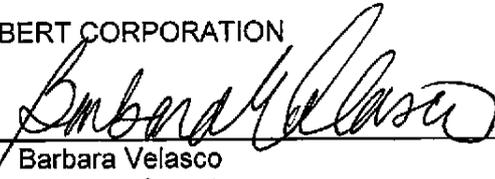
These Third Amended and Restated Articles of Incorporation were approved and adopted by the shareholders on August 6, 2018, and the number of votes cast for the amendment by the shareholders were sufficient for approval and adoption of the amendment.

ARTICLE VII  
INDEMNIFICATION

This Company shall indemnify and shall advance expenses on behalf of its officer or director to the full extent not prohibited by law in existence either now or hereafter.

IN WITNESS WHEREOF, the Assistant Secretary of the Company has executed these Third Amended and Restated Articles of Incorporation this 6<sup>th</sup> day of August, 2018.

LIEBERT CORPORATION

By: 

Barbara Velasco  
Assistant Secretary