



ALABAMA COMMUNITY COLLEGE SYSTEM
& ALABAMA HIGHER EDUCATION
JOINT PURCHASING AGREEMENT

BID # ACCS-2019-01

BID DUE DATE: FEBRUARY 15, 2019
ATTN: JOINT PURCHASE AGREEMENT INITIATIVE

JOHN O'BRIEN

jobrien@apogee.us
919.423.5623

A. TRANSMITTAL LETTER

February 14, 2019

Alabama Joint Purchase Agreement Committee
Attn. ITS
PO Box 302130
Montgomery, AL 36130-2130

Dear Committee,

On behalf of the Apogee team, I am pleased to submit the following response to Bid# ACCS-2019-01. As an awarded vendor of the two previous Joint Purchase Agreements, we are thankful for the opportunity to bid again and potentially extend our status as a preferred vendor with the Alabama Joint Purchase Initiative. Through the JPA, we have forged successful partnerships with Auburn University Montgomery, University of North Alabama and Coastal Alabama Community College.

Apogee, a privately-held corporation headquartered in Austin, TX specializes in Residential and Campus networking and Cable Television managed services to the higher education marketplace. We provide our customers with high levels of personalized service and cutting-edge technology tailored to the unique needs of the campus community. With the rapid evolution of networks and video delivery technologies, our organization is poised to provide best-in-class, customizable solutions to help each of our partners in the higher education community be on a progressive roadmap of technology growth and succeed in achieving student satisfaction and retention.

Apogee acknowledges JPA Addendum issued 2/7/19 extending the bid opening.

Apogee understands and accepts the Conditions Governing the Procurement. Apogee is not ISO 9001 certified at this time. Our offering is a managed service, we are not providing hardware ownership.

Current Apogee clients within the state include:

- ResNet: Birmingham Southern College, Coastal Alabama Community College, University of Alabama-Birmingham, Auburn University Montgomery
- Video (cable TV): Auburn University, Birmingham Southern College, University of North Alabama, University of Alabama, Alabama State University, Oakwood University

Networking Services:

Partnering with Apogee for Managed Network services allows colleges and universities to enhance their network infrastructure while offloading the growing volume of administrative responsibilities associated with managing connectivity. This partnership allows IT Departments to focus on the mission-critical tasks of the college/university, such as e-learning, cloud migration, and other strategic initiatives. Our client partners enjoy the following:

- A partner solely focused in serving the higher education environment
- Budget stability and predictability
- A high-density network built with expansion in mind
- Rapid installation with the latest equipment, consistent across the campus
- Built in upgrades, maintenance, and repairs as needed
- A full-service turnkey solution allowing the University to completely outsource this operationally essential task
- Delivery of high-speed wireless at designated speeds, per device
- An onsite field coordinator and 24/7 Student Support Center

CATV Services

Apogee provides cable TV as a managed service and is the nation's largest providers of cable television to higher education. Our clients enjoy the following:

- Flexible channel lineup options
- No set top box - digital TVs view clear QAM channels without additional box
- Green technology – one- two racks of equipment reducing A/C & electrical needs

- Remote Managed Head End – allows for rapid trouble shooting
- Local Channel Insertion – scalable insertion of university channels
- Optional Emergency Alert System (EAS)
- Optional IPTV service-provide streaming programming to the campus on the many devices students utilize
- Service to common areas and administrative areas of residence halls with no additional programming costs

For questions or clarification, please contact John O'Brien at the information listed in below signature. John is also the person authorized by Apogee to contractually obligate the organization and to negotiate the contract on behalf of the organization.

Sincerely,

John O'Brien
Regional Vice President, Southeast
919-423-5623
jobrien@apogee.us

B. EVALUATION SUBMISSION FORM

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

Vendor Contact Information

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

Vendor Name: Apogee Last Updated: 2/13/19

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive (s)	John O'Brien	919-423-5623	jobrien@apogee.us
Primary Contract Executive(s)	Matt Loecke	919-423-3579	mloecke@apogee.us
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Technical Resource	Russell Malone	512-478-8858 x179	rmalone@apogee.us

Bid Information Index

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

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D. BID SUMMARY

Apogee Executive Summary & Solution Overview

Founded in 1998, Apogee is the first and largest managed network provider to higher education in the United States. While high-speed residential and administrative networks are our specialty, we also offer bulk cable TV and IPTV programming. We provide high levels of personalized service and cutting-edge technology in both data and video services, tailored to the unique needs of the campus community.

Apogee’s mission of providing technical solutions within the campus community places institutions on a progressive roadmap of technology growth and success in achieving student satisfaction and retention. Our organization prides itself in staying ahead of the technology curve and uses only the highest performing, most scalable equipment at time of installation.

The following is an overview of Apogee’s solution:

I. Managed Network Summary:

Our managed service of designing, implementing and supporting campus networks is constructed and built with expansion in mind, and our school partners have come to rely on Apogee for predictable expenditures, stable budgets, and a progressive roadmap for technology growth. Our solution includes the following:

<ul style="list-style-type: none"> • Comprehensive high-speed wireless • Built in equipment refreshes, maintenance, and bandwidth upgrades • Flexible CapEx or OpEx financing • Guaranteed service levels during peak hours • Guaranteed bandwidth per student 	<ul style="list-style-type: none"> • User authentication • 24/7 Live support and troubleshooting • On-site support • CALEA compliance • DMCA monitoring and enforcement • Mobility and device support • Antivirus software
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These features enable colleges and universities to:

- Expand network and support infrastructure with flexible CAP EX or OP EX financing

- Avoid financial surprises, accountable SLAs, establish predictable budgets for network operating expenses
- Meet ongoing student demand for bandwidth and mobility-never falling behind in meeting expectations
- Refocus valuable IT resources for the technology growth of the institution

II. Technology Leader

While many wireless networks on university campuses have been built for coverage, Apogee networks are built for density. Apogee's high density wireless deployment positions schools to be at the forefront of technology by providing not only full coverage but high capacity for the increasing number of devices students bring to campus.

- Our customized wired and wireless network solutions are designed to incrementally evolve with campus growth and technology developments
- We install and deploy only the highest performing, most scalable equipment at time of installation, as well as maintain or replace equipment throughout the life of a contract with a client

III. Service, Support, & Client Satisfaction

Apogee trades on its reputation each day. We've been fortunate to maintain our client base over the 20 years we've been serving the higher education vertical. Our approach delivers an elevated level of quality and support, which provides you with streamlined implementation, state of the art equipment installation, and quality controlled, personalized service for student residents. We provide 24/7 customer service support and an on-site coordinator, as outlined in greater detail in the Scope section of this response.

Apogee believes strongly in the transparency of its products and services, giving customers full access to data through quarterly reports of traffic on the campus network/s as well as monthly teleconferences with the account manager.

IV. Financial Partner

Apogee provides flexible contracting options for clients to ensure stable and predictable budget allocations that safeguard against any “surprises” associated with increasing student demand such as bandwidth and wireless capacity, as well as equipment life cycles and upgrades.

V. Experience

With clients ranging from small private colleges to large public institutions, Apogee is now the largest, most innovative ResNet provider for higher education. Thanks to more than a decade of experience, we are experts at anticipating and preventing problems, minimizing risk associated with unexpected costs and maximizing student satisfaction.

Cable Television Executive Summary & Solution Overview

Apogee is one of the nation's largest providers of cable television and telecommunication services for colleges and universities, meeting the needs of over 350 campuses and almost 750,000 students each day.

Apogee specializes in turnkey solutions for the design, installation, programming and maintenance of integrated video services for colleges and universities seeking to customize their campus telecommunications.

The advantages of a managed private cable system for a college or university includes:

- Control and Flexibility: Instead of surrendering control of the cable system to the local cable operator, Apogee provides control and flexibility with respect to financing, payment terms, programming, network design and maintenance.
- Customized Lineup: Choose from a wide variety of programming sources in high definition, including traditional cable entertainment, international and educational programming, movie services and more. Insert new or existing campus based local origination channels for the broadcast of campus, community or academic specific content. Change your lineup at any time during the service agreement.
- Managed Services: Apogee manages all program licensing and copyrights for the cable television service during the term of an agreement. No equipment purchase is required on the part of the college/university, avoiding investment in evolving technology.
- Billing and Fees: Apogee bills on a bulk basis only for services delivered to "active" units. We calculates an average unit count based on the varying occupancy levels throughout the calendar year. Apogee bills only for services delivered to residential units. Classroom and academic locations are free of charge.
- Customer Service: In addition to an assigned customer relations representative, Apogee provides a toll-free number to the 27/7/365 student support center.
- Maintenance: Apogee will work with your school to design a campus-specific maintenance plan, which features a certified technician.

- Higher Education Focus: We works exclusively with colleges and universities nationwide and understands the unique requirements within a campus environment. Apogee employees adhere to school vendor guidelines, drive clearly marked company trucks, receive the latest technological training and most importantly have experience working within the campus community.

Apogee ResNet Solution Detail

The following section serves to provide specific information and a reference point to the technical and business features of our ResNet solution for which we are bidding on to be a preferred vendor under the Alabama Joint Purchase Agreement.

Apogee ResNet is a fully managed, outsourced solution that is service level agreement driven.

I. Network Overview

Apogee provides fully authenticated & mobile networks. User login and authentication is seamlessly maintained between wired and wireless connections. Users may move freely while their service levels and security follow them on the network without needing to re-login.

Comprehensive Wireless Deployment	Apogee’s high density (802.11 ac wave 2) wireless deployment positions schools to be at the forefront of technology by providing not only full coverage but high capacity for the increasing number of devices students bring to the network. (at time of JPA submission)
Dedicated High Speed Bandwidth with Tiered Upgrade for ResNet	We determine a base level high speed service (50MBps to 7 devices) and offer a tiered upgrade option for student residents. (at time of JPA submission)
Technology & Bandwidth Refreshes	Apogee constantly reviews network traffic, trends & demands to ensure we are meeting service levels agreed upon; we typically see an annual bandwidth increase of 40% with of our campus clients. Bandwidth procurement and management is Apogee’s responsibility.
Network Equipment	Apogee installs & deploys end to end (routers, switches, APs) network equipment offsetting upfront capital that the school would normally incur; Apogee monitors, maintains, and replaces all equipment for the life of the contract

Comprehensive Wireless Deployment

Apogee's extensive experience with higher education student wireless services has shown that state of the art equipment combined with our exclusive design equals a scalable model addressing dynamic student technology demands and positions the college/university in an optimum position to provide users with the performance they expect.

- The proposed wireless deployment is the newest 802.11ac wave 2 standard with increased speed throughput
- Apogee's dense deployment ratio of AP's to user will provide full coverage and capacity to accommodate the ever-increasing amount of devices coming onto the network
- Apogee networks are specially designed to work efficiently even in user-dense, brick & mortar settings and in high traffic areas such as residential halls

Fully Authenticated & Fully Mobile Network: User login and authentication is seamlessly maintained between wired and wireless connections. Students may move freely while their service levels and security follow them on the network without needing to re-login.

Dedicated High Speed User Bandwidth with Tiered Upgrade for ResNet

- Unrestricted switched (not shared) service is provided to each user 24x7x365, with on-network capabilities
- All users will have full wire-speed access to the networks to take advantage of IP multi-cast services including on-campus digital-content streaming (lectures/seminars), interactive peer-to-peer applications, LAN gaming, and a virtual flood of emerging high-bandwidth services
- Model provides an upgrade retail model that allows "power user" student residents (those who download media more frequently) to purchase additional bandwidth beyond the base level service
- Our typical base service level in 2018 was 50 Mbps download speed (per device, 7 devices per user)

Technology & Bandwidth Refreshes

As a trusted network resource, Apogee anticipates trends to accommodate growth in demand from one year to the next so that all users, including student residents, always have the bandwidth they desire and the university can count on stable costs and peace of mind throughout the duration of the contract.

- Apogee will provide a high capacity connection to the Internet on a fiber network and will provide all necessary bandwidth required to ensure end user service levels are met 24/7
- Apogee anticipates increasing bandwidth demand and grows to meet your needs – Bandwidth usage is growing exponentially as video and multimedia content become an increasingly larger part of student’s online lives. We typically increase bandwidth by an average of 40% each year which is included in our contract.

Network Equipment

An Apogee implementation team installs and deploys all network equipment within a short time frame on campus. As Apogee is responsible for the equipment installed, we maintain and replace equipment if needed for the life of the contract. This guarantees that the school will never incur a large capital expense for equipment to maintain service levels to users throughout the life the contract.

II. Support & Service Detail

Support Call Center	Apogee’s 24 hour call center provides full support student for connectivity issues such as virus, spyware, gaming, devices, etc. Students may also use text and online chat support
On-Site Coordinator	Apogee provides a local on-site coordinator to be the eyes & ears on campus; resolving ticket issues beyond the call center and responding to any network needs on the ground
24 Hour Network Support	Apogee’s networks are monitored 24/7; A senior engineer is also available at all times to

	assist the on-site coordinator in troubleshooting any outages. This frees up the school's IT staff time to focus on mission critical projects
Account Manager	The Account Manager conducts a monthly stewardship call to review the health of the network and support provided to users over the previous month
RIAA/DMCA Administration	As the ISP of Record, Apogee processes all RIAA/DMCA notifications freeing up staff time

Student Call Center

Apogee provides integrated support to every user on our networks. We support students with any device they bring to the campus to ensure the student experience is the best it can be on our network.

- Based out of network operations center in Austin, TX, our front line student support is our call center that is open 24 hours per day, 365 days per year, providing around-the-clock Help Desk support
- Students may contact Apogee via email, text, telephone, or live chat for support.
- Our support center is managed in-house and powered by an advanced VoIP system providing detailed historical reporting, real-time call volume monitoring and a rigorous quality assurance program that regularly incorporates recent student feedback.

In 2018, our call center performance metrics were as follows:

- Call Average Speed to Answer 11 Seconds
- Average Call Length 8 minutes
- Issue Resolved on the call 96%
- Field Tickets created 4%

For ResNet users:

- Specialized Device Gaming Support:
 - Specialized support for all devices and gaming consoles, including dedicated bandwidth for each console and live support for troubleshooting, ensures the best ResNet experience for gamers and super users
- Full Move-in Support:
 - The call center expands every summer to accommodate the increased call volume during student move in. Our on-site network is integrated into our automated provisioning system that allows a student to go from zero to registered and online in under 2 minutes. Call answering times and percent of closed tickets are but a couple of actively monitored SLA driven goals Apogee tracks and performs to standards at all times.
- Full Summer Support:
 - Apogee includes full ResNet (both wired and wireless) access for students on summer break and also includes an easy process for providing Internet services to summer camps and conferences as well as 24 hour support.

On-Site Coordinator

Apogee will provide an onsite support coordinator local to the area, to assist students and staff with connectivity issues as well as meet with Housing (for ResNet) and IT to be the “eyes and ears” on campus for ongoing support.

- The Coordinator is visible to both school personnel and to Apogee
- This active role supports our network engineering team to assist and be on the ground for any NOC tech in troubleshooting or emergency situations, such as a power outage

24 Hour Network Monitoring and Maintenance

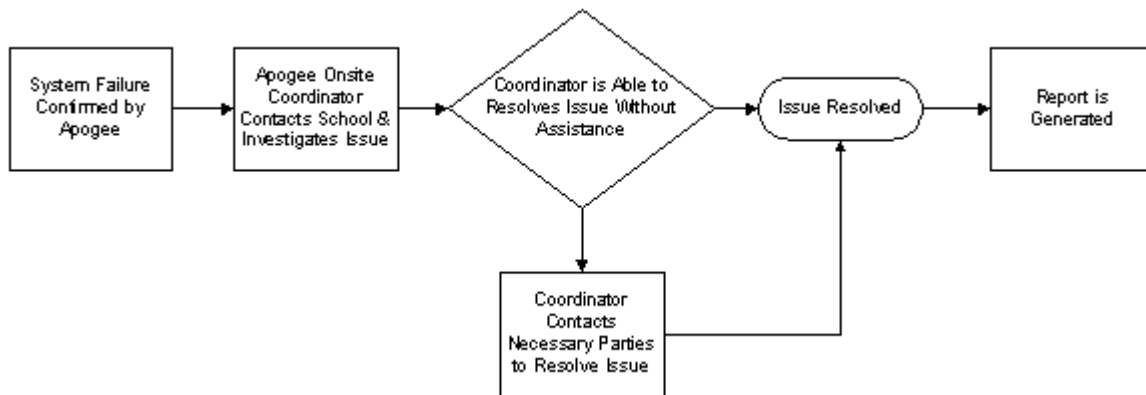
Apogee’s networks are monitored 24 hours a day. Apogee monitors all network (including edge and wireless devices) 24/7 for both major and minor outages. Outages are auto-reported to technical staff by

system and NOC for appropriate response. A senior network engineer is available at all times to assist by phone the onsite or NOC tech in troubleshooting. Service personnel is dispatched as required. Apogee reports major outages to designated campus personnel and when appropriate provides an RFO (reason for outage) and additional preventative steps.

In most cases, Apogee representatives will be alerted to major system failures through our automated monitoring systems and will contact the necessary representatives at the college/university as requested. This notification usually takes place within minutes of the failure. Often our management system allows technicians to repair potential problems before the equipment fails. The NOC in Austin, TX monitors more than 11,000 network devices every 30 seconds.

In the event that the college/university needs to contact Apogee first, representatives should follow the escalation procedures that would be outlined between Apogee and the college/university for major system failures.

Once Apogee confirms the major system failure, the following process will be followed:



Account Manager

A designated Account Manager monitors services and provides updates and reports for ResNet student accounts, traffic and usage. This will provide a direct contact for ongoing communication related to services

and user support. The Account Manager will conduct a Monthly Stewardship Call to review the health of the networks and support provided to students over the past month.

RIAA/DMCA

As the ISP of Record, Apogee processes all RIAA/DMCA notifications. The school is free of the risk and liability of managing compliance on the networks.

III. Additional Support Details:

Apogee provides and supports up-to-date security tools for student users at no charge for each semester the student remains a registered user of the network. These tools include updatable virus protection, anti-spyware and anti-spam programs at a minimum.

Apogee provides a representative during Fall/Spring orientation sessions to offer information to incoming students and answer questions about internet service in the residence halls. We recognize connectivity is imperative for today's student and we will develop a support plan that meets your students where they are.

The Apogee wireless network supports roaming within a residential complex.

Supported by Apogee Representatives:

- Computer configurations
- Internet settings
- Network connectivity trouble shooting
- Windows updates
- Antivirus and spyware removal
- General questions about registration, computer best practices, etc.

The process for dealing with help desk tickets as well as the escalation process is as follows:

Escalation Process: Apogee and the college/university will develop a specific escalation plan including the following resources.

1. Call Center Support

Our centralized, toll-free, customer support line will serve as the college/university's front-line of support for students. Our support office is staffed based on client needs. Trained customer service representatives provide support for general inquiries, common Internet set-up and software/hardware configurations, troubleshooting network connectivity, and virus/spyware protection. Calls that relate to services that the college/university supports (e.g. e-mail, software applications offered by the school) will be referred to the University's support staff as specified in the escalation plan.

2. Field Coordinator

If first-line representatives are unable to resolve a network connection issue, the Call Center will dispatch the Field Coordinator for advanced support. The Coordinator, upon further investigation, will address any network related issues. The nature of our broadband Ethernet service means there is no in-room equipment to support and, when possible, trouble tickets will be resolved remotely without entry into the end user's room.

3. College/University Involvement

The college/university will decide which, if any, types of support issues their staff will address and at what stage. Customer escalations will be categorized in Apogee's ticketing system to record the types of issues that customers experience for tracking and evaluation purposes by Apogee and the college/university.

4. Additional Support

Customers will also be able to access Apogee's FAQs via the Apogee website, as well as contact Apogee support representatives via e-mail and live chat. We are continuously updating support options for our customers.

IV. Value Added Services

Apogee now provides superior cable TV programming service. Our university partners often save significantly on the expense of cable TV programming and some find it more lucrative to bundle the service with ResNet.

Apogee provides clean, crisp digital programming content to be distributed across the University's fiber optic cable, coax or IPTV utilizing a satellite platform.

- Apogee provides, installs, configures and activates a CATV head end
- The CATV head end location, that will support the signal reception and processing equipment, should exhibit the following characteristics:
 - A flat roof facilitating the installation of requisite satellite and over the air antennas
 - A clear view of the west/southwest sky
 - A cabling path from the roof to a climate-controlled room with 60-80 square feet for equipment racks and 20-40 amperes of electrical service

Emergency Alert System equipment (EAS) can be included in the CATV head end system allowing for emergency notification interruption across the television screen. These notifications are typically provided by NOAA and can also be initiated by Public Safety personnel or Administrators as required.

Apogee personnel will be able to remotely monitor the CATV head end signal processing equipment to verify operational status.

CATV Distribution System

Apogee will apply clear QAM, digital CATV output of the CATV head end to the launch point of the college/university's fiber optic CATV system that is co-located at the CATV head end. All fiber optic and coaxial cable is expected to be available for system implementation.

Maintenance:

Apogee will provide a designated maintenance technician. We will be available to respond to any emergency needs within 4 hours. Apogee proposals include a standard maintenance package with semi-annual preventative maintenance visits to balance the head end and distribution system to the closet, as well as, emergency maintenance on this system.

The college/university would call us for any service issues or outages related to system. Apogee provides a monitoring device in the head end and a full warranty on all equipment as part of the managed service.

Customer Service:

A designated Account Manager is provided to each client. The college/university will also have access to Apogee's 24/7 toll free Customer Service Center.

Terms

Apogee only passes along programmer rate changes once annually with 30 day's notice. At such time Apogee allows its customers the opportunity to review the increase and either accept or adjust programming to fit its budgetary requirements for that academic year.

E. RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

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

Apogee agrees and complies with the above. We are not a hardware provider rather a managed service provider.

3.2 Incurring Cost

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

Apogee agrees and complies with the above.

3.3 Vendor Responsibility

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

Apogee agrees and complies with the above.

3.4 Serving Subcontractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor.

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

[Apogee agrees and complies with the above.](#)

3.5 Amended Bids

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

[Apogee agrees and complies with the above.](#)

3.6 Vendors' Rights to Withdraw Bid

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

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

[Apogee agrees and complies with the above.](#)

3.7 Bid Offer Firm

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

[Apogee agrees and complies with the above.](#)

3.8 Disclosure of Bid Contents

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

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

[Apogee agrees and understands the above.](#)

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

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

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

[Apogee agrees and understands the above.](#)

3.10 Legal Review

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

[Apogee agrees and understands.](#)

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and vendor's activities undertaken pursuant to this Agreement. The vendor shall

also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

[Apogee agrees and understands the above.](#)

3.12 Basis for Bid

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

[Apogee agrees and understands the above.](#)

3.13 Agreement Terms and Conditions

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

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

[Apogee agrees and understands the above.](#)

3.14 Vendor Qualifications

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

[Apogee agrees and understands the above.](#)

3.15 Change in Vendor Representatives

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

[Apogee agrees and understands the above.](#)

3.16 Equipment and Services Schedules

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

[Apogee agrees and understands the above.](#)

3.17 Benefit of Cost Reduction

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

[Apogee agrees and understands the above.](#)

3.18 Bid Terms

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

[Apogee agrees and understands the above.](#)

3.19 Fiscal Funding

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

Apogee agrees and understands the above.

3.20 Insurance

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

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

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

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

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

[Apogee agrees and understand the above. Apogee meets or exceeds desired coverage amounts.](#)

3.21 New Products

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

[Apogee agrees and understands the above.](#)

SPECIFICATIONS

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

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

3.22 Product and Services Delivery Overview

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

Please refer to section D. BID SUMMARY for an overview of the proposed services and how these services are to be provided.

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

Please refer to section D. BID SUMMARY for detail of customer support solutions, timelines, and escalation path.

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

Apogee is the leading provider of ResNet services and cable TV programming to Higher Education institutions across the nation. With over 400 clients in the higher education vertical, we trade on our reputation daily. Please refer to our list of references at 3.27 of this RFP. Additional reference are available upon request.

In 2018, our call center performance metrics were as follows:

- Call Average Speed to Answer 11 Seconds

- Average Call Length 8 minutes
- Issue Resolved on the call 96%
- Field Tickets created 4%

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

Please refer to section D. BID SUMMARY for information on technical services offered. This section includes detail as a reference point describing our ResNet solution. Within the Value Added section of the BID SUMMARY, detail about our Cable TV programming solution is provided as well.

Apogee is headquartered in Austin, TX and services are provided to schools across the nation. We provide services anywhere in Alabama and in any state; in other words, the entire map of the country is where we conduct business. Please refer to A. TRANSMITTAL LETTER to see current list of clients in the State of Alabama.

Apogee provides all equipment, installation and support for its client schools (onsite).

Apogee has an Executive Briefing Center in Austin, TX open to clients to visit to gain understanding of our services and the support our partners receive.

All installation and services would be deployed and implemented directly at the procurement location.

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors

must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

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

[Apogee agrees and understands and will provide required report as stated above.](#)

3.24 Electronic Commerce

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

[Apogee agrees and understands. Apogee currently maintains \[www.Apogee.us\]\(http://www.Apogee.us\) and \[www.myresnet.com\]\(http://www.myresnet.com\) that provide company information as well as specific school information for our client schools. In addition, Apogee will provide a specific website containing the ESS information per the above requirement.](#)

3.25 Breadth of Offering

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

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

Servers
Printers
Monitors
Storage
Networking Equipment
Audio and Video Conferencing Equipment
Multimedia Hardware
VOIP/Unified Communications Solutions
Video Surveillance Solutions
Key and Access Control Equipment
Software
Professional Services
Other

Apogee agrees and understands – [Category: Professional Services](#)

Apogee-Campus Televideo is the largest, most innovative provider of on-campus residential networks (ResNet) in higher education. Partnering with Apogee for ResNet services allows colleges and universities to enhance their network infrastructure while offloading the growing volume of administrative responsibilities associated with managing a student network. This partnership allows IT to focus on the mission-critical tasks of the university, such as growing the enterprise network and facilitating the development and use of e-learning tools and content.

- ✓ Dedicated Bandwidth on a High Capacity Connection
- ✓ 50 Mbps per user, per device Service Level
- ✓ High Density Wireless Deployment
- ✓ 24 Hour Student Support
- ✓ 24 Hour Network Monitoring
- ✓ Onsite Coordinator

All Bandwidth Required to Meet Service Levels – when students demand more bandwidth, Apogee buys more bandwidth at no additional cost to client. Apogee anticipates increasing bandwidth demand and grows to meet your needs. As a trusted network resource, it's our job to anticipate trends and accommodate growth in demand from one year to the next so student residents always have the bandwidth they need and the school can count on stable costs throughout the duration of the contract. The Apogee NOC monitors overall bandwidth daily and is able to pro-actively prepare for student increases in demand.

Apogee wrote the book on wall-to-wall wireless coverage in student residences. From the beginning, Apogee has partnered with leaders in the field of wireless networking to provide pervasive high-speed Wi-Fi coverage in some of the most challenging residential environments. Today Apogee continues to deploy the latest standard in wireless technology with advanced 802.11ac wave 2 networks that deliver superior coverage and fast, reliable network access. Apogee connects more students than any other network in the nation and regularly evaluates data to provide the best analysis of present and future trends.

All Equipment for Life of Agreement – when equipment becomes obsolete, or demand requires new equipment, Apogee replaces at no additional cost to the University. Apogee ensures regular network expansion with stable, predictable costs. We know that the demands on the residential network will only continue to grow which is why our networks are designed and built with expansion in mind. By partnering for network service, schools can rely on predictable costs, stable budgets and a progressive roadmap for technology growth.

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

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

- Monitors
- Storage
- Networking Equipment
- Video Conferencing Equipment
- Multimedia Hardware
- Software
- Other

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

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

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

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

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

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

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

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

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

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

Apogee agrees and complies with the above. Apogee is proposing two managed services: 1) managed service of ResNet and 2) Cable TV/IPTV programming. Both of which are described in detail in section D: BID SUMMARY.

3.26 Primary Account Representative

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

Apogee agrees and will comply with the above.

Mark McClintock, Director of Business Development

Mark will serve as the primary account representative with the college/university personnel and has been with Apogee for two years and is responsible for expanding the Apogee footprint and managing accounts

within the states of GA, AL, MS, and LA. Mark is based in Atlanta, GA. Mark can be reached at: 678-480-6610

3.27 References

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

Apogee agrees and understands the above. The following reference information is confidential and proprietary.

1) Birmingham Southern College

- Services: Wired and Wireless ResNet, Cable TV and VoIP
- Client Since: 2004
- Anthony Hambey, Associate Director of IT
- ahambey@bsc.edu
- (205) 226-4850

2) University of Alabama (CTV)

- Services: Cable TV
- Client since: 2010
- Susan Caples, Associate Director, Enterprise Operations
- scaples@fa.ua.edu
- (205) 331-2229

3) Georgia State University

- Services: ResNet, Cable TV
- Client Since: 2012
- Randy Brown, Director of Housing
- rdbrown@gsu.edu
- (404) 413-1805

4) University of Alabama- Birmingham

- Services: ResNet
- Client Since: 2014
- Marc Booker, Executive Director of Housing and Dining
- mbooker@uab.edu
- (205) 934-2420

3.28 Pricing Level and Guarantee

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

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

Apogee’s ResNet pricing is based on the “bed count” or capacity within the residence halls.

Baseline ResNet Pricing:

1,000-1,500 beds = \$29.50 per bed per month

1,501-2000 beds = \$28.00 per bed per month

2,001-4,000= \$26.50 per bed per month

4,001 + = \$24.75 per bed per month

Any school working with Apogee via the Alabama Joint Purchase Agreement will receive a 15% discount on the baseline pricing above.

** pricing is 12 months per year. Typical contracts are 60 months.*

Apogee provides pricing for cable TV programming based on the “drop count” or # of doors to each residential unit.

Any JPA participating member working with Apogee for cable TV programming will receive a 10% discount on the proposed cost to the school.

** pricing is based upon 12 months. Typical contracts are 60 months.*

3.29 Oral Presentation and Demonstration

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

Apogee agrees and understands the above. We highly encourage a presentation to discuss specific details of our services and answer any questions.

3.30 Equipment and Services Schedule

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

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

Apogee agrees and understands the above. Please see ESS file on submitted USB drive.

3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

Apogee agrees and understands the above.

3.32 Title Passage

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

Apogee agrees and understands this to be not applicable as we are a “professional services” provider

3.33 Quantity Guarantee

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

Apogee agrees and understands the above.

3.34 Order of Precedence

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

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

Apogee agrees and understands the above.

3.35 Payment Provisions

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

A. Acceptance

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

thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

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

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

C. Invoices

Invoices shall be submitted to the procuring entity.

[Apogee agrees understands with the above.](#)

3.36 Shipment and Risk of Loss

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

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

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

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

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

[Apogee agrees and understand the above.](#)

3.37 Warranties

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

[Apogee agrees and understands the above.](#)

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

[Apogee agrees and understands the above.](#)

3.39 Technical Support

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

[Apogee agrees and understands the above.](#)

3.40 Product Delivery

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

[Apogee agrees and understands the above.](#)

3.41 Impracticality of Performance

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

[Apogee agrees and understands the above.](#)

3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

[Apogee agrees and understands the above.](#)

3.43 Use of Subcontractors

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

[Apogee agrees and understands the above.](#)

3.44 Indemnification

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

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

[Apogee agrees and understands the above.](#)

3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

[Apogee agrees and understands the above.](#)

3.46 Ethics

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

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

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

[Apogee agrees and understands the above.](#)

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

[Apogee agrees and understands the above.](#)

3.48 FCC Certification

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

[Apogee agrees and understands the above.](#)

3.49 Site Preparation

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

[Apogee agrees and understands the above.](#)

3.50 Assignment

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

[Apogee agrees and understands the above.](#)

3.51 Survival

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

[Apogee agrees and understands the above.](#)

3.52 Lease Agreements

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

[Apogee agrees and understands the above.](#)

3.53 Vendor Disclosure Statement

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

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 28, 2019. The form is required by the vendor and covers the duration of the bid.

[Apogee agrees and understands the above, Disclosure Statement will be provided by above date.](#)

3.54 Immigration

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

[Apogee agrees and understands the above.](#)

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

[Apogee agrees and understands the above.](#)

PROFESSIONAL SERVICES ESS: APOGEE RESNET SERVICES

As Apogee provides subscription based, managed services and are not an equipment provider, a schedule of equipment and services offered to each client is unique. In other words, there is not one client with a "typical" or the same exact schedule of equipment and services. The # of drops (for cable TV), # of access points (for ResNet) is unique to the layout of the institution's residence halls. Finally, there are clients who have a fully operational plant and fiber to each building and those who do not. These are areas that would impact an equipment and service schedule.

Apogee's model will provide Alabama schools with a stable and predictable budget that safeguards against any ResNet "surprises" associated with increasing student demand such as bandwidth and wireless capacity as well as equipment life cycles and upgrades. As our services are comprehensive, every school has a customized service and price structure.

- » State of the Art Wired and Wireless Media Grade Coverage for the entire residential campus
- » All New Equipment – Including all maintenance and repairs
- » Dedicated ResNet bandwidth
- » 50 Mbps Base Service Level with Tiered Upgrades
- » 24/7/365 Support Call Center and Onsite Coordinator
- » 24/7/365 Network Operations Monitoring and Support
- » Move-in and Summer Support

Apogee's ResNet pricing is based on the "bed count" or occupancy within the residence halls.

Baseline ResNet Pricing:

1,000-1,500 beds = \$29.50 per bed per month

1,500-2000 beds = \$28 per bed per month

2,000-4,000= \$26.50 per bed per month

4,000 + = \$24.75 per bed per month

Any school working with Apogee via the Alabama Joint Purchase Agreement will receive a 15% discount off the baseline pricing above. **pricing is 12 months per year*

Campus Televideo, a division of Apogee, provides pricing for cable TV programming based on the "drop count" or # of doors to each residential unit.

Any school working with the CTV division of Apogee, for cable TV programming will receive a 10% discount on the proposed estimated cost to the school.

** pricing is 12 months per year*

ALABAMA JOINT PURCHASING
APOGEE QUARTERLY USAGE
REPORT

JANUARY 2017-MARCH 2017

Annual Contract Value:

School:

Example University

\$960,000

4,000 beds at \$20.00 per bed per month