



**PINNACLE  
NETWORKX**

74689 Tallasse Highway  
Wetumpka AL 36092  
(334) 472-2000

## **Letter of Transmittal for Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement**

**To:**

Joint Purchase Agreement Initiative  
135 South Union Street  
Suite 135  
Montgomery, Alabama 36104

Ladies and Gentlemen,

Thank you for allowing Pinnacle NetworX to respond to your Request for Bid and accept the conditions governing procurement for Manufacturer supplied technology equipment and support services.

Pinnacle NetworX is an Information Technology distributor specializing in mobile computing, digital imaging, security, & converged network infrastructure solutions.

What separates Pinnacle NetworX from other distributors is our unique combination of personal service, technological expertise, and structured cable/network design and implementation expertise.

With twenty plus years of experience in Information technology products and services, Pinnacle NetworX representatives have access to most well-known brands in order to assemble solutions providing the best value & functionality to customers.

I, Robert Farrow, am the person authorized to contractually obligate Pinnacle NetworX and to negotiate the contract on behalf of our organization. Please do not hesitate to contact me at (410) 598-7628 or by email at [bob.farrow@4pnx.com](mailto:bob.farrow@4pnx.com) should the need arise; I am the person to be contacted for any clarifications. Further, I acknowledge the terms and conditions governing the procurement; I acknowledge receipt of any and all amendments to this RFP.

Kind Regards,

Robert Farrow  
Executive Vice President

## Appendix E - Evaluation Submission form

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

### Vendor Contact Information

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

Vendor Name: Pinnacle Networx, LLC Last Updated: February 12, 2019

JPA Website Address: www.pinnaclenetworx.com

	Name(s)	Phone Number(s)	E-mail Address(s)
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Sr. Account/Sales Manager(s) (by region if necessary)	Harry Toothaker	334-332-5020	Harry.toothaker@4pnx.com
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Technical Support	Wendell Beason	334-472-2004	Wendell.beason@4pnx.com

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## INTRODUCTION

### 1.1 Purpose of This Request for Bid

The Alabama Community College System (ACCS) is partnering with other Alabama Higher Education entities to request bids from technology equipment manufacturers and/or dealers on behalf of the System institutions and other authorized entities. The ACCS is comprised of the twenty-three (23) community colleges, two (2) technical colleges, one (1) military institution, and the Alabama Technology Network (Appendix A). Any institutions or programs that may be acquired or added to the ACCS during the life of this contract will automatically be added as entities eligible to procure products from the contract. Any four-year institution or K-12 district/system which wishes to join during the life of this contract may be added as an eligible entity. Additionally, the public K-12, two, and four-year institutions listed in Appendix A are also eligible to purchase from this contract.

Each entity will generate its own purchase orders, payments, etc., and delivery must be made according to the instructions on the purchase order. The intent of this request is to establish an annual contract for technology related equipment to be purchased on an as needed basis for the listed entities as needs arise during the contract period.

The purpose of this Request for Bid (RFB) is to establish a contract on a competitive basis with qualified technology equipment suppliers, distributors, and/or manufacturers who shall directly supply technology equipment and value-added professional services, including software and peripherals, and maintenance and support services to qualified purchasers. Peripheral and computer component manufacturers are excluded from this procurement.

This RFB is not designed to meet the E-Rate requirements specified by the Universal Service Administrative Company. The Alabama Community College System shall not negotiate on behalf of any party with a Letter of Agency. The System shall not certify an FCC Form 470, nor receive and evaluate bids, nor negotiate with service providers of E-Rate products and services.

The Alabama Community College System reserves the right to negotiate with vendors for a product or product line that was not available at the time of the Request for Bid.

The thrust of the RFB is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama with administrative savings that will result from the maintenance of a single, comprehensive contract for each selected vendor.

This RFB is prepared under the authority of ACT No. 2003-392.

This procurement will result in a multiple source award.

Term – Bid awards issued under this Request for Bids shall be for an initial period of one year to renew automatically for one additional year if not canceled by The System prior to the one-year anniversary date of the award letter. The System shall have the option to extend awards for an additional (third) year by giving notice of such extension prior to the two-year anniversary of the award letter.

*Read, Agreed, and Understood. Pinnacle NetworX is thankful for the opportunity to partner with the Alabama College System. We presently work with universities, K-12 school systems, the State of Alabama, the State Department of Education, municipal and county governments throughout the state.*

### Summary Scope of Work

The selected vendor(s) shall accept purchase orders from and deliver technology equipment, including general-purpose software and peripherals, to authorized procuring entities. Vendors are required to provide maintenance services on equipment that is purchased. Optionally, vendors may provide installation, training and support services directly related to the efficient use or operation of the purchased equipment.

*Read, Agreed, and Understood. Pinnacle NetworX is organized to provide solutions to the Alabama College System members. Our bid response represents "networking, technology, and computer equipment" from the top manufacturers in the business; however, since it takes expertise in design, architecture and implementation to allow optimum performance of this equipment within the member sites, Pinnacle NetworX is positioned to also provide engineering and support services along with the sale of top level equipment manufactures. Our Consultants and Systems Engineers average 20 years of experience in the industry, and provide high-end expertise in:*

- Wide Area Networking – Alcatel, Adtran, VPN's, T-1's, Frame Relay, Point-to-Point Solutions etc.*
- Local Area Networking – Alcatel, AdTran, DellEMC*

- *Storage Area Networking (SAN's), Network Attached Storage, Disaster Recovery Solutions.*
- *Server and Data Center Solutions – Fujitsu , DellEMC*
- *VoIP – Voice over Internet Protocol Telephony Solutions*
- *WLAN/LAN infrastructure to run digital communications to lower telecom costs*
- *Wireless Solutions – 802.11 campus solutions, bridges, repeaters as well as Multi-mile Digital Microwave solutions*
- *Personal and Desktop Computers – rollouts, staging, upgrade projects, Moves/Adds/Changes*
- *Wiring and Cabling – campus wide cabling including fiber, cat5/5e/6, termination and punch downs, cable management, aerial and underground runs.*
- *Digital signage, large format media displays, projection systems, and video conferencing*
- *Security solutions, from physical ingress/egress devices to universal threat management software to network monitoring and threat management.*
- *Video surveillance system design, installation and support, from large campus/building applications to body worn cameras.*

## 1.2 Scope of Procurement

The scope of procurement includes a wide range of manufacturer supplied technology equipment, including peripherals, general-purpose software, maintenance, professional consulting services, and support services. Vendors shall not provide any form of application development services under the terms and conditions of the contract. Educational offerings including special purpose educational software and hardware configurations are included.

*Read, Agreed, and Understood.*

### Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Desirable” includes terms such as “may”, “can”, “should”, “preferably”, or “prefers” to identify a sought-after, but discretionary, item or factor.

“Equipment” refers to all technology-related equipment, including but not limited to desktop and laptop computers, servers, workstations, printers, displays, peripherals, LAN hardware, video-conferencing systems, multimedia and computer related hardware components and spare parts.

“Evaluation Committee” means a body appointed to perform the evaluation of vendor responses.

“Finalist” is defined as a vendor who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

“General purpose” includes, but is not limited to, the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for System usage is included.

“Local-Area-Network” (“LAN”) refers to a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings. The communications devices that are required to transmit data between buildings via a public or private network are included.

“Mandatory” includes terms “must”, “shall”, “will”, “is required”, or “are required” to identify a compulsory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the vendor’s bid.

“Manufacturer” means the company that designs, assembles and/or markets technology equipment including servers, workstations, desktop and/or laptop personal computers.

“Vendor” is a technology equipment manufacturer who chooses to submit a bid.

“Request for Bid” or “RFB” means all documents, including those attached or incorporated by reference, used for soliciting bid.

“Responsible vendor” means a company who submits a responsive bid furnishing, when required,

information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“System” means any and all entities comprising the Alabama Community College System or any other eligible entity.

“Universal Resource Locator” or “URL” means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

*Read, Agreed, and Understood.*

## **CONDITIONS GOVERNING THE PROCUREMENT**

### **2.1 Explanation of Events**

The following paragraphs describe the activities listed in the sequence of events.

*Read, Agreed, and Understood.*

#### **2.1.1 Issue of RFB**

This RFB is being issued by Alabama Community College System (the "System").

*Read, Agreed, and Understood.*

#### **2.1.2 Clarification and Responses**

Potential vendors may submit written requests (letter, fax or email) as to the intent or clarity of the RFB. Requests for clarification are to be addressed to the Joint Purchase Agreement Administrator as follows:

Alabama Community College System  
Attn: ITS  
Post Office Box 302130 Montgomery, AL 36130-2130  
Email: JPA-Notification@accs.edu  
Phone: 334-293-4507 Fax: 334-293-4605

*Read, Agreed, and Understood.*

#### **2.1.3 Deadline to Submit Written Questions**

Potential vendors may submit written questions as to the intent or clarity of the RFB until close of business on January 25<sup>th</sup>, 2019.

*Read, Agreed, and Understood.*

#### **2.1.4 Response to Written Questions/RFB Amendments**

Written responses to written questions and any RFB amendments will be posted online at <https://www.accs.edu/index.cfm/jpa2019/>.

*Read, Agreed, and Understood.*

#### **2.1.5 Submission of Bid**

Two (2) paper copies and an electronic copy (CDROM or USB drive) of the bid responses are required with a completed Evaluation Submission form (Appendix E). The electronic copy of the bid response should be a single PDF file that mirrors the bound, paper copies. Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy “must” be marked as “original” with the company officer’s signature.

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. The results will not be available

to vendors until after an award is made. Bid results and tabulations will not be made available by telephone or mail. Information pertaining to complete files may be secured by visiting the System Office of the Alabama Community College System during normal working hours.

The bid opening will be held on Monday, February 18<sup>th</sup>, 2019 at 10:00 AM CST in the Board Room at the System Office of the Alabama Community College System (135 South Union Street, 5<sup>th</sup> Floor, Montgomery, Alabama 36104).

Sealed bids are to be addressed to the physical mailing address in the following manner:

Alabama Community College System  
Joint Purchase Agreement Initiative  
135 South Union Street Suite#135  
Montgomery, Alabama 36104

It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver inquiries in writing to the Administrator as noted per section 2.1.3.

Written replies of general significance will be posted online. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

All information shall be entered in ink or typewritten in the appropriate space on the bid. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign all bids in ink; failure to do so will result in rejection of response.

*Read, Agreed, and Understood.*

#### 2.1.6 Bid Evaluation

An Evaluation Committee will perform the evaluation of bids.

*Read, Agreed, and Understood.*

#### 2.1.7 Selection of Finalists

The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations or equipment demonstrations will be determined at this time (if deemed necessary).

*Read, Agreed, and Understood.*

#### 2.1.8 Clarification from Finalists

Finalists may be asked to submit clarification to their bids (if deemed necessary).

*Read, Agreed, and Understood.*

#### 2.1.9 Contract Award

After review of the Evaluation Committee, the System will award contracts to the most advantageous vendors.

Bids that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFB will be selected for award. No minimum or maximum number of awards has been predetermined. The System shall make reference to prices quoted by successful vendors on the Alabama State Department of Education Joint Purchase Agreement to determine the reasonableness of prices quoted in response to this Request for Bids.

*Read, Agreed, and Understood. Pinnacle NetworX welcomes the opportunity to present our bid to The Evaluation Committee, as well as provide "demo" equipment, live evaluations, and testing periods*

**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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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).

*Read, Agreed, and Understood*

3.4 Serving Sub-Contractors

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

347  
348 3.7 Bid Offer Firm

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

351 *Read, Agreed, and Understood*

352  
353 3.8 Disclosure of Bid Contents

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

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

359 *Read, Agreed, and Understood*

360  
361 3.9 No Obligation

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

365 The System has the right to cancel any contract, for cause, including, but not limited to, the  
366 following:

367 (1) failure to deliver within the terms of contract; (2) failure of the product or service to  
368 meet specifications, conform to sample quality, or to be delivered in good condition; (3)  
369 misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of  
370 obtaining any contract with the state; (5) conflict of contract provisions with constitutional or  
371 statutory provisions of state or federal law; and (6) any other breach of contract.

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

374 *Read, Agreed, and Understood*

375  
376 3.10 Legal Review

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

380 *Read, Agreed, and Understood*

381  
382 3.11 Governing Law

383 The vendor shall observe, perform and comply with or require compliance with all federal,  
384 state, and local laws, ordinances, rules and regulations and all amendments thereto which in  
385 any manner may affect the operation of vendor's activities undertaken pursuant to this  
386 Agreement. The vendor shall also comply with all state and local building, fire, health, zoning  
387 laws, codes and/or regulations that affect or that are applicable to vendor's activities and  
388 operations hereunder. This RFB and the final agreement shall be governed and construed in  
389 accordance with the laws of the State of Alabama without giving effect to any choice-or-  
390 conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction)  
391 that would cause the application of the laws of any jurisdiction other than those of the State of  
392 Alabama

393 *Read, Agreed, and Understood*

394  
395 3.12 Basis for Bid

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

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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

*. Read, Agreed, and Understood*

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

*. Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

### 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:

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
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 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.

*Read, Agreed, and Understood. Pinnacle NetworX maintains the minimum insurance requirements as stated above.*

### 3.21 New Products

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

*Read, Agreed, and Understood*

## **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.

*Read, Agreed, and Understood. Pinnacle NetworX is flexible to provide purchased networking equipment, technology, and computer equipment to the System and the various authorized entities in whatever capacity works best for the System*

*Whenever necessary, a Pre-Planning meeting can be held at the college or system location. This meeting will allow Network and Systems Engineers, as well as decision makers from both Pinnacle and the System to discuss the architectural, design and planning aspects of the requirements, so that a thorough quote for equipment can be provided. These Pre-Planning meetings are offered as a free consultative service from Pinnacle NetworX.*

*For those colleges and campuses that do not require a planning service, and know "exactly what they require", they are free to order by manufacturer part number by calling the Pinnacle Account Team,. Installation and Professional Services will be scheduled with the college accordingly. Additionally Pinnacle can "drop ship" all equipment orders directly to the procuring entity, thus expediting orders to the greatest degree. Return Merchandise Authorizations (RMA's) will be handled through the Pinnacle Account Team that will issue the RMA to the respective college to have equipment shipped back for credit or replacement.*

*Pinnacle NetworX provides services to the entire state of Alabama from our main office in Wetumpka Alabama. Managing equipment and software orders is best served by our 1-888-928-4111 number directly with the account team where order tracking, fulfillment, shipper tracking, returns and credits can be managed. On site engineering services are provided as requested.*

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

*Read, Agreed, and Understood. Pinnacle NetworX is flexible to provide purchased networking equipment, technology, and computer equipment to the System and the various authorized entities in whatever capacity works best for the System*

*Whenever necessary, a Pre-Planning meeting can be held at the college or system location. This meeting will allow Network and Systems Engineers, as well as decision makers from both Pinnacle and the System to discuss the architectural, design and planning aspects of the requirements, so that a thorough quote for equipment can be provided. These Pre-Planning meetings are offered as a free consultative service from Pinnacle NetworX.*

*For those colleges and campuses that do not require a planning service, and know "exactly what they require", they are free to order by manufacturer part number by calling the Pinnacle Account Team,. Installation and Professional Services will be scheduled with the college accordingly. Additionally Pinnacle can "drop ship" all equipment orders directly to the procuring entity, thus expediting orders to the greatest degree. Return Merchandise Authorizations (RMA's) will be handled through the Pinnacle Account Team that will issue the RMA to the respective college to have equipment shipped back for credit or replacement.*

*Pinnacle NetworX provides services to the entire state of Alabama from our main office in Wetumpka Alabama. Managing equipment and software orders is best served by our 1-888-928-4111 number directly with the account team where order tracking, fulfillment, shipper tracking, returns and credits can be managed. On site engineering services are provided as requested.*

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

*Read, Agreed and Understood. Pinnacle NetworX uses a structured Client Satisfaction Survey process, and we would be pleased to share those results*

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.

*Pinnacle NetworX is an Information Technology distributor specializing in mobile computing, digital imaging, security, & converged network infrastructure solutions. Our Systems Engineers and Consultants are trained, and qualified (through years of hands-on experience) as leaders in the following areas:*

- Consulting Services
- Planning Architecture & Design Services
- Storage Consulting Services.
- Network Security.
- Wireless Connectivity.
- Switch and Router Infrastructure
- VoIP Telephony Solution
- Storage technology
- I/P Video and Cameras
- Digital signage and video conferencing.

*Additional areas of expertise and technical services are:*

- WAN/LAN engineering services - Alcatel, Adtran, Multi Connectivity solutions, T-1, Frame relay, point to point, VPN, etc.
- Data Center Infrastructure – Servers, Backup solutions, Storage Area Networks (SAN), Network Attached Storage (NAS).
- Wireless Solution 802.11x, wireless microwave campus or multi-mile shots.

*Cabling and Wiring - including fiber runs and termination, CAT5 and 6e cabling, individual drops or campus implementations, cable testing and certification*

#### 576 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.

*Read, Agreed and Understood*

#### 592 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.

*Read, Agreed and Understood. Pinnacle Networx will maintain a web site that contains the complete ESS*

#### 603 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, and Handheld Devices) *Pinnacle offers Workstation/Desktops, Laptop/Notebooks and Tablets*  
 Servers *Pinnacle offers Servers*  
 Printers *Pinnacle offers Printers*  
 Monitors *Pinnacle offers Monitors*  
 Storage *Pinnacle offers Storage*  
 Networking Equipment *Pinnacle offers Networking Equipment*  
 Audio and Video Conferencing Equipment *Pinnacle offers Audio and Video Conferencing Equipment*  
 Multimedia Hardware *Pinnacle offers Multimedia Hardware*  
 VOIP/Unified Communications Solutions *Pinnacle offers VOIP/Unified Communications Solutions*  
 Video Surveillance Solutions *Pinnacle offers Video Surveillance solutions*  
 Key and Access Control Equipment *Pinnacle offers Key and Access Control Equipment*  
 Software *Pinnacle offers Software*  
 Professional Services *Pinnacle offers Professional Services*  
 Other *Pinnacle offers Unified Threat Management Systems, UPS Systems, and Data Backup Systems*

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

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance Solutions
- Key and Access Control Equipment
- 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.

*Read, Agreed and Understood. Pinnacle is providing a comprehensive list of models and variations (as seen in the provided catalogue and supplement vendor price lists) that Pinnacle represents. This includes:*

- *Client Computers (Workstation/Desktops, Laptop/Notebooks, and Tablet PC's)*
- *Servers*
- *Printers*
- *Monitors*
- *Storage*
- *Audio and video Conferencing Equipment*
- *Networking Equipment*
- *Multimedia Hardware*
- *VOIP/Unified Communications Solutions*
- *Video Surveillance Solutions*
- *Key and Access Control Equipment*
- *Software*
- *Unified Threat Management Systems, Data Backup Systems, UPS Systems*

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

666 Audio and Video Conferencing Equipment  
667 VOIP/Unified Communications Solutions  
668 Key and Access Control Equipment  
669 Other

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

672 *Read, Agreed and Understood. Pinnacle is providing the operation system as required for the*  
673 *equipment and systems that Pinnacle NetworX provides. This includes:*

- 674 • *Client Computers (Workstation/Desktops, Laptop/Notebooks, and Tablet PC's) –*  
675 *Microsoft Windows*
- 676 • *Servers – Microsoft Windows Server, VMWare, Zen Hypervisor, Nutanix Hyperconverged*
- 677 • *Networking Equipment – Android, Proprietary Brocade and Alcatel Lucent Operating*  
678 *Systems*
- 679 • *Audio and Video Conferencing Equipment – Microsoft Windows and Android*
- 680 • *VOPI/Unified Communications Solutions - Linux*
- 681 • *Key Access and Control Equipment – Microsoft Windows and Linux*

682

683

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

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

689 Servers

690 Networking Equipment

691 Audio and Video Conferencing Equipment

692 VOIP/Unified Communications Solutions

693 Video Surveillance solutions

694 Key and Access Control Equipment

695 Other

696

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

699 *Read, Agreed and Understood.*

700

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

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

705 Servers Printers Monitors Storage

706 Networking Equipment

707 Audio and Video Conferencing Equipment

708 Multimedia Hardware

709 VOIP/Unified Communications Solutions

710 Video Surveillance solutions

711 Key and Access Control Equipment

712 Other

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

715 *Read, Agreed and Understood. Pinnacle provides installation, training, technical support, and*  
716 *managed services for all the products proposed in this offering. This includes:*

- 717 • *Client Computers (Workstation/Desktops, Laptop/Notebooks, and Tablet PC's)*
- 718 • *Servers*
- 719 • *Printers - Monitors*
- 720 • *Storage*
- 721 • *Networking Equipment*
- 722 • *Audio and Video Conferencing Equipment*
- 723 • *Multimedia Hardware*

- 724 • *VOPI/Unified Communications Solutions*
- 725 • *Software*
- 726 • *Key and Access Control Equipment Unified Threat Management Systems, Data Backup*
- 727 *Systems, UPS Systems*

728

### 729 3.26 Primary Account Representative

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

733 *Read, Agreed and Understood. The primary account representative is Harry Toothaker and the*  
 734 *marketing supervisor who is responsible for the performance of this agreement is Robert Farrow.*

735 *Harry Toothaker - (334) 332-5020 – [harry.toothaker@4pnx.com](mailto:harry.toothaker@4pnx.com)*

736 *Robert Farrow – (410) 598-7628 – [bob.farrow@4pnx.com](mailto:bob.farrow@4pnx.com)*

737

### 738 3.27 References

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

743 *Read, Agreed and Understood. Our references are listed below:*

744

745 Mitch Ramsey  
 746 Alabama Department of Environmental Management  
 747 1400 Coliseum Blvd.  
 748 Montgomery, AL 36110  
 749 (334) 271-7966  
 750 [mramsey@adem.state.al.us](mailto:mramsey@adem.state.al.us)

751

752 Brad Davis  
 753 Southern Union State Community College  
 754 760 Roberts Street  
 755 Wadley, AL 36276  
 756 (256) 395-2211  
 757 [bdavis@suscc.edu](mailto:bdavis@suscc.edu)

758

759 Charles Harris  
 760 Trenholm State Technical College  
 761 1225 Airbase Blvd.  
 762 Montgomery, AL 36108  
 763 (334) 420-4200  
 764 [charris@trenholmtech.cc.al.us](mailto:charris@trenholmtech.cc.al.us)

765

### 766 3.28 Pricing Level and Guarantee

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

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

774 *Read, Agreed and Understood. All Pricing in our bid response is based upon discount from*  
 775 *Manufacturer's published list prices. All Quoted discount levels will remain constant throughout the*  
 776 *term of this agreement.*

777 *The baseline (published) pricing is found in the ESS, as well as the product class or category for*  
 778 *each set of products. The pricing level discounts by product class or category are provided in the*  
 779 *ESS and in Appendix F.*

780

781 3.29 Oral Presentation and Demonstration

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

787 *Read, Agreed and Understood*

788

789 3.30 Equipment and Services Schedule

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

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

794 *Read, Agreed and Understood*

795

796 3.31 Scope of Work

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

805 *Read, Agreed and Understood*

806

807 3.32 Title Passage

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

809 *Read, Agreed and Understood*

810

811 3.33 Quantity Guarantee

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

814 *Read, Agreed and Understood*

815

816 3.34 Order of Precedence

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

821

822 A. the terms and conditions of this RFB

823 B. exhibits to this agreement

824 C. the list of products and services contained in the purchase order

825 D. vendor's response

826

827 *Read, Agreed and Understood*

828

829 3.35 Payment Provisions

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

831 A. Acceptance

832 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 from acceptance.

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

C. Invoices

Invoices shall be submitted to the procuring entity.

*Read, Agreed and Understood*

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).

*Read, Agreed and Understood*

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.

*Read, Agreed and Understood*

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.

888 *Read, Agreed and Understood*

889

890 3.39 Technical Support

891 The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible

892 to procuring entity personnel who wish to obtain competent technical assistance regarding the

893 installation or operation of products supplied by the vendor.

894 *Read, Agreed and Understood*

895

896 3.40 Product Delivery

897 Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase

898 order unless otherwise negotiated with procuring entity.

899 *Read, Agreed and Understood*

900

901 3.41 Impracticality of Performance

902 A party shall be excused from performance under this agreement for any period that the party is

903 prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court

904 order, provided that the party has prudently and promptly acted to take any and all steps that are within

905 the party's control to ensure performance. Subject to this provision, such non-performance shall not

906 be deemed a default or a ground for termination.

907 *Read, Agreed and Understood*

908

909 3.42 Records and Audit

910 Vendor agrees to maintain detailed records pertaining to the price of services rendered and products

911 delivered for a period of three years from the date of acceptance of each purchase order. These

912 records shall be subject to inspection by the procuring entity and appropriate governmental authorities

913 with the state of Alabama. The procuring agency shall have the right to audit billings either before or

914 after payment. Payment under this agreement shall not foreclose the right of the procuring entity to

915 recover excessive or illegal payments.

916 *Read, Agreed and Understood*

917

918 3.43 Use of Subcontractors

919 The vendor may subcontract installation, training, warranty or maintenance services. However, the

920 vendor shall remain solely responsible for the performance of this agreement. All procuring entity

921 payments for products or services shall be made directly to the vendor. If subcontractors are to be

922 used, the name of the authorized subcontractor(s) shall be identified in the applicable participating

923 addendum(s).

924 *Read, Agreed and Understood*

925

926 3.44 Indemnification

927 The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or

928 incurred in connection with any claim, suit or proceeding brought against the System so far as it is

929 based on defects in products provided to the System.

930 The vendor hereby covenants and agrees, at its sole cost and expense during the term of this

931 agreement, to indemnify and hold harmless the System and its officers, agents and employees against

932 and from any and all claims or demands by or on behalf of any person, firm, corporation or

933 governmental authority, arising out of, attributable to or in connection with the use, occupation,

934 possession, conduct or management of the vendor concerning the equipment or services performed

935 and rendered hereunder, including, but without limitation, any and all claims for injury or death to

936 persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual

937 Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and

938 expense, to hold the System and its officers, agents, and employees from and against all judgments,

939 costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action

940 or proceeding brought thereon, and in case any action is brought against the System or against any

941 of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the

942 System will resist and defend such action or proceeding by qualified counsel. However, the provisions

943 of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or  
944 omissions of the System, or its officers, agents, or employees.

945 For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix  
946 A or any subsequent revision thereof and their respective officers, directors, employees, agents and  
947 assigns.

948 *Read, Agreed and Understood*

949

950 3.45 Website Maintenance

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

955 *Read, Agreed and Understood*

956

957 3.46 Ethics

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

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

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

970 *Read, Agreed and Understood*

971

972 3.47 Replacement Parts

973 Replacement parts may be refurbished with agreement of procuring entity.

974 *Read, Agreed and Understood*

975

976 3.48 FCC Certification

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

979 *Read, Agreed and Understood*

980

981 3.49 Site Preparation

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

985 *Read, Agreed and Understood*

986

987 3.50 Assignment

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

990 *Read, Agreed and Understood*

991

992 3.51 Survival

993 Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and

994 Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this  
995 agreement. Software licensees, lease, warranty and service agreements that were entered into under  
996 the terms and conditions of this agreement shall survive this agreement.

997 *Read, Agreed and Understood*

998

999 3.52 Lease Agreements

1000 Vendor may lease equipment to procuring entities in accordance with terms and conditions approved  
1001 by the appropriate governing authority for the procuring entity.

1002 *Read, Agreed and Understood*

1003

1004 3.53 Vendor Disclosure Statement

1005 Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids,  
1006 contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a  
1007 contract is awarded by competitive bid, the disclosure statement shall be required only from the  
1008 person receiving the contract and shall be submitted within ten (10) days of the award.

1009  
1010 Upon being awarded the contract, Alabama State Law requires that the vendor must complete a  
1011 Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per  
1012 Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator  
1013 by Thursday, February 28<sup>th</sup>, 2019. The form is required by the vendor and covers the duration of the  
1014 bid.

1015 *Read, Agreed and Understood. Pinnacle will complete the Vendor Disclosure Statement.*

1016

1017 Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or  
1018 knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State  
1019 of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act  
1020 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must  
1021 complete the Business Entity Employer Contractor Compliance form as proof that the vendor has  
1022 enrolled in the E-Verify program as required by state law. The form and the instructions are available  
1023 online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal  
1024 Government shutdown, will be deferred until such documentation may be obtained from any federal  
1025 agency.

1026 *Read, Agreed, and Understood. Pinnacle has enrolled in E-verify and will complete the Business*  
1027 *Entity Employed Contractor Compliance form.*

1028

1029 It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of  
1030 the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended  
1031 by Amendment Number 26. If any provision of the agreement shall contravene any statute or  
1032 constitutional provision, either now in effect or which may be enacted during the term of this agreement,  
1033 then the conflicting provision of this agreement shall be deemed null and void. Vendor understands,  
1034 acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or  
1035 relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

1036 *Read, Agreed and Understood*

1037

1038 In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not  
1039 engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with  
1040 which this state can enjoy open trade.

1041 *Read, Agreed and Understood. Pinnacle Networkx certifies as stated above.*

1042

1043

1044

## 1045 **BID FORMAT AND ORGANIZATION**

1046 4.1 Bid Format

1047 All bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for  
1048 charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1049 *Read, Agreed and Understood*

1050

1051 4.1.1 Bid Organization

1052 The bid response must be organized and indexed in the following format and must contain,  
1053 as a minimum, all listed items in the sequence indicated.

- 1054 A. Letter of Transmittal
- 1055 B. Evaluation Submission Form
- 1056 C. Table of Contents
- 1057 D. Bid Summary (optional)
- 1058 E. Response to General Requirements and Specifications

1059 Within each section of the bid, vendors should address the items in the order in which they  
1060 appear in this RFB.

1061 Any bid that does not adhere to these requirements may be deemed non-responsive and  
1062 rejected on that basis. A bid summary may be included by vendor to provide the Evaluation  
1063 Committee with an overview of the technical and business features of the response;  
1064 however, this material will not be used in the evaluation process unless specifically  
1065 referenced from other portions of the vendor's response.

1066 *Read, Agreed and Understood*

1067

1068 4.1.2 Letter of Transmittal

1069 Each response must be accompanied by a letter of transmittal. The letter of transmittal  
1070 MUST:

- 1071 A. Identify the submitting organization
- 1072 B. Identify the name and title of the person authorized by the organization to  
1073 contractually obligate the organization
- 1074 C. Identify the name, title and telephone number of the person authorized to  
1075 negotiate the contract on behalf of the organization
- 1076 D. Identify the names, titles and telephone numbers of persons to be contacted for  
1077 clarification
- 1078 E. Explicitly indicate acceptance of the Conditions Governing the Procurement
- 1079 F. Be signed by the person authorized to contractually obligate the organization
- 1080 G. Acknowledge receipt of any and all amendments to this RFB.

1081 *Read, Agreed and Understood*

1082 **EVALUATION**

1083 5.1 Evaluation Process

1084 All responses will be reviewed for compliance with the mandatory requirements stated within the  
1085 RFB.

1086 Bids deemed non-responsive will be eliminated from further consideration.

1087  
1088 The System may contact the vendor for clarification of the response.

1089  
1090 The Evaluation Committee may use other sources of information to perform the evaluation.

1091  
1092 Responsive bids will be evaluated on factors that have been assigned a point value. The  
1093 responsible vendor(s) with the highest scores will be selected as finalist(s) based upon the bids  
1094 submitted. The responsible vendors, whose bids are most advantageous, taking into  
1095 consideration the evaluation factors, will be recommended for award. Please note, however,  
1096 that a serious deficiency in the response to any one factor may be grounds for rejection  
1097 regardless of overall score. This procurement is expected to result in a multiple source award. The  
1098 right to reject any or all bids, or any portions thereof, is reserved.

1099 *Read, Agreed and Understood*

1100

## APPENDICES

### 6.1 Appendix A - Alabama Community College System Institutions and Other Participants

#### **Community Colleges**

Bevill State Community College, Sumiton, AL  
Bishop State Community College, Mobile, AL  
John C. Calhoun Community College, Decatur, AL  
Central Alabama Community College, Alexander City, AL  
Chattahoochee Valley Community College, Phenix City, AL  
Coastal Alabama Community College Bay Minnette, AL  
Enterprise Community College, Enterprise, AL  
Gadsden State Community College, Gadsden, AL  
Jefferson State Community College, Birmingham, AL  
J.F. Drake State Community and Technical College, Huntsville, AL  
T.A. Lawson State Community College, Birmingham, AL  
Lurleen B. Wallace Community College, Andalusia, AL  
Northeast Alabama Community College, Rainsville, AL  
Northwest-Shoals Community College, Muscle Shoals, AL  
Shelton State Community College, Tuscaloosa, AL  
Snead State Community College, Boaz, AL  
Southern Union State Community College, Wadley, AL  
H Council Trenholm State Community College, Montgomery, AL  
George C. Wallace Community College, Dothan, AL  
Wallace State Community College, Hanceville, AL  
George Corley Wallace State Community College, Selma, AL

#### **Technical Colleges**

J.F. Ingram State Technical College, Deatsville, AL  
Reid State Technical College, Evergreen, AL

#### **Military Academy**

Marion Military Institute, Marion, AL

#### **Statewide Development Training**

Alabama Technology Network (ATN), Montgomery, AL

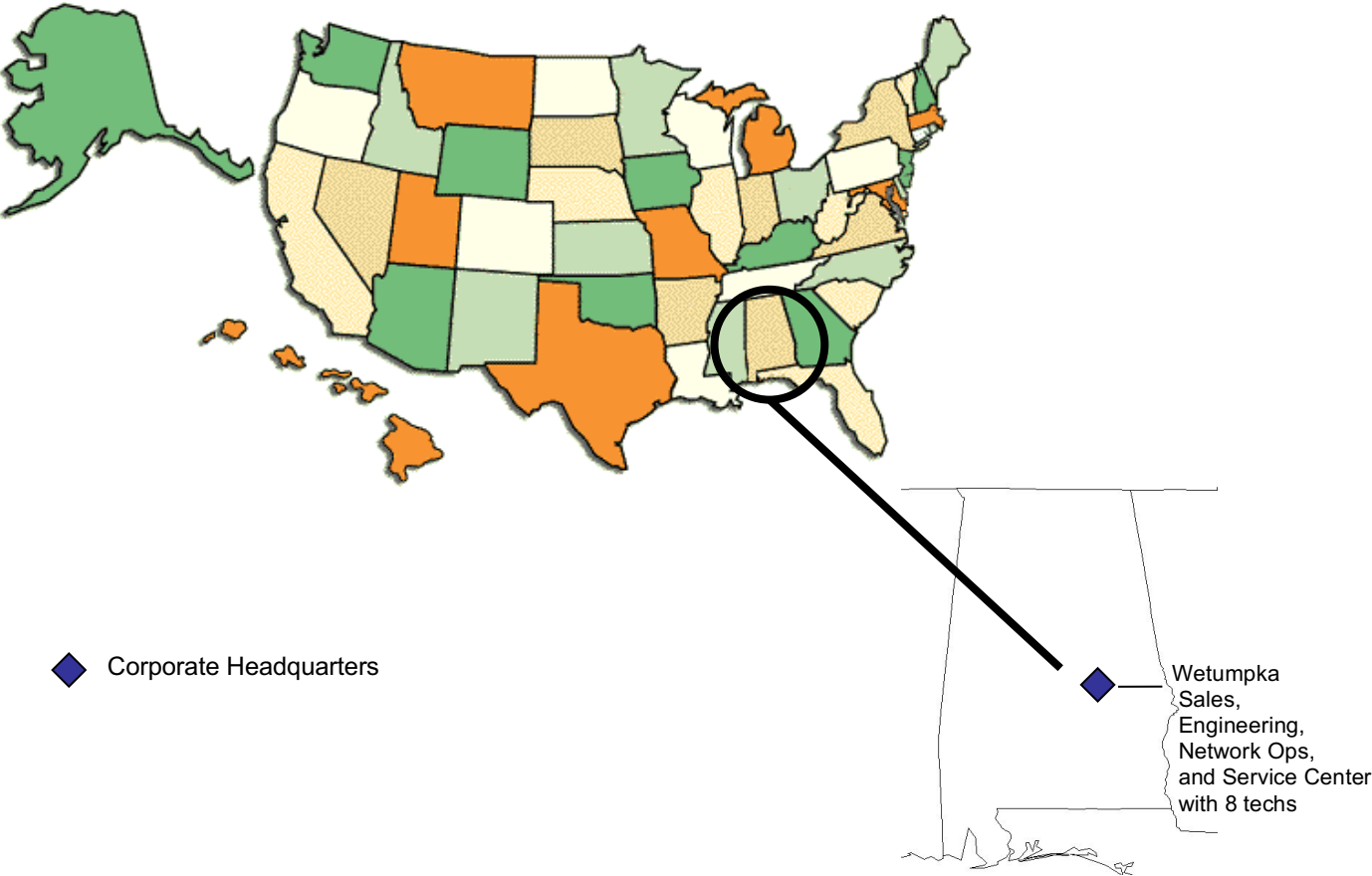
#### **Other Participating Public Institutions of Higher Education**

Alabama A & M University, Normal, AL  
Alabama Fire College, Tuscaloosa, AL  
Alabama State University, Montgomery, AL  
Athens State University, Athens, AL  
Auburn University-Montgomery, Montgomery, AL  
Jacksonville State University, Jacksonville, AL  
Troy University, Troy, AL  
University of Alabama, Tuscaloosa, AL  
University of North Alabama, Florence, AL  
University of West Alabama, Livingston, AL

#### **Other Participating Public Institutions K-12**

Tuscaloosa County School System

Pinnacle NetworX, LLC. Company Locations



6.3 Appendix C - Example Required Usage Report

This example contains the bare minimum information provided. Vendors are encouraged to submit their own report data in their own format.

Fictitious Company Name			
Quarterly Usage Report			
First Quarter		1174	1175
		1176	1177
		Jan 2010-Mar 2010	
		Contact #: ACCS2010-10T	
Procuring Entity Name 1			\$ 999,999,999
	Category 1	\$999,999	
	Category 2	\$999,999	
	Category 3	\$999,999	
	Category n	\$999,999	
Procuring Entity Name 2			\$ 999,999,999
	Category 1	\$999,999	
	Category 2	\$999,999	
	Category 3	\$999,999	
	Category n	\$999,999	
Procuring Entity Name n			\$ 999,999,999
	Category 1	\$999,999	
	Category 2	\$999,999	
	Category 3	\$999,999	
	Category n	\$999,999	
GRAND TOTAL			\$ 999,999,999

*Read, Agreed and Understood*

6.4 Appendix D - Vendor Disclosure and Immigration Compliance

Vendor disclosure forms and instructions are available at:

<http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

Immigration Compliance information and forms are available at:

<http://immigration.alabama.gov/Default.aspx>

1. Click on **Resources**
2. Under the E-Verify Resources header, download and complete the "Business Entity Employer Contractor Compliance Form"

## 6.6 Appendix F – Baseline Pricing Discounts and ESS Catalogs

As requested in Section 3.28, Pinnacle NetworX is providing discounts off baseline (published) pricing by product category for each of the product solutions proposed in this response. The baseline pricing and ESS product catalogs are provided in electronic format and included with our response. For ease of reference, a hyperlink to the baseline pricing and ESS product catalogs by manufacturer is provided in the responses below. The location of the baseline pricing, the location of the product categories, and the associated discounts by product category are provided by manufacturer below.

1. AdTran Networking Equipment – the baseline pricing and the product categories are found in columns labeled “LIST PRICE” and “Discount Band” in the attached AdTran 2015 ESS Product List. The discounts off each product category are:

Discount Band	ACCS Discount
A, CAN	41%
B, K, C, C1, 2	48%
D	22%
V	30%
E, E1, E2, E3, E4, F	15%
R, W1, L, L3	35%
X	24%
G	13%

[AdTran 2015 ESS Product List.xls](#)

2. Fujitsu Client Computers, Servers, Monitors, and Storage – Fujitsu does not publish baseline pricing for Servers, Monitors, Personal Computers, and Storage – these solutions are configured and priced on an individual as needed basis. The discounts off each product category are:

Product Category	ACCS Discount
Servers	45%
Monitors	25%
Storage	35%
Personal Computer	32%
Accessories	20%
Technical Services	30%

3. DellEMC Personal Computers, Servers, Monitors, Accessories, Services, and Storage – Dell does not publish catalogs nor MSRP for their products, since they are all configured and priced on an individual as needed basis. The discounts of each product category are:

Product Category	ACCS Discount
Personal Computers	27.55%
Servers	31%
Monitors	17.2%
Accessories	5.92%
Services	27.55
Storage	25%

4. ViewSonic Monitors and Multimedia Hardware – The baseline pricing for all ViewSonic product categories is attached. The discount off all product categories is 20%.

[ViewSonic ESS Catalog & Price List.xlsx](#)

5. SP Controls Multimedia Hardware – The baseline pricing for all SP Controls product categories is attached. The discount off all product categories is 20%.

[SPControls ESS Catalog & Price Schedule 11.1.15.xls](#)

6. E-Seek Barcode/Magstripe Identification Reader – E-Seek does not publish a product catalog nor does it publish MSRP for their products. The prices to the System for the E-Seek product, including the connective cable, are:

<b>Model Number</b>	<b>Price</b>
E-Seek 210	\$398
E-Seek 260	\$445
E-Seek 280	\$578

7. Avigilon Video Surveillance Systems - The baseline pricing for all Avigilon product categories is attached. The discounts for each product categories are:

<b>Product Category</b>	<b>ACCS Discount</b>
Cameras/Mounting Accessories	37%
NVR/DVR	37%
Software	37%
Installation/Design Service	10%

[Avigilon ESS Catalog & MSRP Price List.xlsx](#)

8. Fujitsu Frontech PalmSecure Biometric Identification Devices - The baseline pricing for all Fujitsu Frontech product categories is attached. The discount off all product categories is 10%.

[Fujitsu Frontech PalmSecure ESS Catalog & MSRP.xlsm](#)

9. Aver Video Conferencing Systems - The baseline pricing for all Aver product categories is attached. The discount off all product categories is 11%.

[Aver ESS Catalog & MSRP.xls](#)

10. Alcatel-Lucent Networking Equipment - Alcatel-Lucent does not publish catalogs nor MSRP for their Enterprise Networking products, since they are all configured and priced on an individual as needed basis. The discount off all product categories except “OmniAccess WLAN” is 45% and the discount off “OmniAccess WLAN” is 25%.

11. Alcatel-Lucent Telephony Equipment - Alcatel-Lucent does not publish catalogs nor MSRP for their Telephony products, since they are all configured and priced on an individual as needed basis. The discount off all Telephony products is 25%

12. Polycom Telephony Systems – The MSRP for Polycom Telephony Systems is attached. The discounts for each product categories are:

<b>Product Category</b>	<b>ACCS Discount</b>
DC6 Accessories	11.19%
DC8* CX Phones Accessories Bundles	17%
DC10 System Hardware	17%
DC12 End Point Hardware	24.52%
DC14 Infrastructure Hardware	30.07
DC16 Sound Station Hardware	35.62%

[Polycom ESS Catalog & Price Schedule.xls](#)

13. Amano Security Control Systems - The baseline pricing for all Amano product categories is attached. The discount off all product categories is 12%

[.Amano ESS Catalog and MSRP.xlsx](#)

14. QOMO Monitors and Multimedia Hardware – The baseline pricing for all QOMO product categories is attached. The discount off all product categories is 20%.

[QOMO ESS Catalog and MSRP.docx](#)

15. Lenovo – Lenovo Personal Computers, Servers, Monitors, Accessories, Services, and Storage – Lenovo does not publish catalogs nor MSRP for their products, since they are all configured and priced on an individual as needed basis. The discount for all product categories is 25%.

16. M-Files Document Management Software – The baseline pricing for all M-Files product categories is attached. The discount off all product categories is 10%.

[M-Files ESS Catalog & Price List.xlsx](#)

17. Nutanix Hyperconverged infrastructure – Nutanix does not publish catalogs or MSRP for their products, since they are all configured and priced on an individual as needed basis. The discount for all product categories is 12%.

18. Okidata Printer Systems - The baseline pricing for all Okidata product categories is attached. The discount off all product categories is 22%.

[OKI ESS Catalog w MSRP.xlsx](#)

19. Dedicated Micros Video Surveillance Systems – Dedicated Micros does not publish catalogs or MSRP for their products, since they are all configured and priced on an individual as needed basis. The discounts for each product categories are:

<b>Product Category</b>	<b>ACCS Discount</b>
Cameras/Mounting Accessories	42%
NVR/DVR	42%
Software	20%
Installation/Design Service	10%

20. Panasonic Personal Computers – The baseline pricing for all Panasonic Toughbook Personal Computers is attached. The discount for all product categories is 25%.

[Panasonic Toughbook SRP Price List.xlsx](#)

21. Aerohive Wireless Networking Solutions - The baseline pricing for all Aerohive Wireless Solutions is attached. The discount for all product categories is 30%.

[Aerohive Product Price List.xlsx](#)

22. Bosch Video Surveillance Systems – The baseline pricing for all Bosch Video Surveillance Systems is attached. The discounts for each product categories are:

<b>Product Category</b>	<b>ACCS Discount</b>
Cameras/Mounting Accessories	42%
NVR/DVR	42%
Software	42%
Installation/Design Service	10%

[Bosch Product Price List.xlsx](#)

23. Rubrik Data Protection Products – The baseline pricing for all Rubrik data protection solutions is attached. The discount for appliances is 20%, and the discount for hybrid cloud services is 5%.

[Rubrik Product Price List.xlsx](#)

24. AdTran Unified Communication Services - AdTran does not publish catalogs or MSRP for their Unified Communications Services, since they are all configured and priced on an individual as needed basis. The discount for all services is 10%.

25. Brother Desktop Scanners - Brother does not publish catalogs or MSRP for their desktop scanners, since they are all configured and priced on an individual as needed basis. The discount for all scanners is 36%.

1359 6.7 Appendix G – ISO 9001 Certifications

1360

1361 [Lenovo ISO 9001 Certificate.pdf](#)

1362

1363 [Nutanix ISO 9001.pdf](#)

1364

1365 [Amano ISO 9001 Cert.pdf](#)

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1367 [Fujitsu Frontech ISO 9001 Certificate.pdf](#)

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1369 [Fujitsu\\_ISO\\_9001\\_Certificate\\_151201.pdf](#)

1370

1371 [Panasonic\\_ISO\\_9001\\_Certificate.pdf](#)

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1373 [Viewsonic ISO 9001 Certificate.pdf](#)

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