

# **Additional Equipment and Support Documentation for:**

# **Bid Number: ACCS-2019-01**

# Per Attachment 1, 2 and 3

# Administrator, Alabama Community College System & Alabama Higher Education Joint Purchase Agreement Initiative

August 6, 2021

Prepared by: David West, VP of Growth Operations

Rebecca Betts, Director of Business Development

M3 Technology Group, Inc.

Submitted to: 135 South Union Street, Suite 137

Montgomery, AL 36104
TECHNOLOGY
Group

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# A. LETTER OF TRANSMITTAL



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Networked AV Video Conferencing Managed Services Structured Cabling

Design | Install | Service 877-227-0717 M3TechGroup.com

#### LETTER OF TRANSMITTAL

February 14, 2019

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

RE: M3 Technology Group, Inc. response - Joint Purchase Agreement RFB# ACCS-2019-01

Dear Administrator:

M3 Technology Group is pleased to present a response to the Alabama Community College System and Alabama Higher Education (ACCS) for its Joint Purchasing Agreement RFB# ACCS-2019-01. M3 accepts the Conditions Governing Procurement as written in Section 2 of the RFB and acknowledges receipt of any and all amendments.

Jason Taylor, CEO, is authorized to make contractual obligations for M3, and is authorized to negotiate this contract on behalf of M3. Mr. Taylor can be contacted for clarification to any part of this response as follows:

Jason Taylor, CTS-D, CTS-I Chief Executive Officer M3 Technology Group, Inc.

E: jasontaylor@m3techgroup.com

P: 615-227-0717

**Authorization Signature** 

Respectfully submitted,

Rebecca Betts

Director of Business Development M3 Technology Group, Inc.

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Encl/RRB

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# **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 <a href="mailto:JPA-Notification@accs.edu">JPA-Notification@accs.edu</a>.

Vendor Name: M3 Technology Group, Inc. Last Updated: 8/6/2021\_JPA Website Address: m3techgroup.com

Role	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	David West, VP of Growth Operations	615-227-0717	_davidwest@m3techgroup.com
Sr. Account/Sales Manager, all regions	Rusty Howell, VP of Sales	615-227-0717	rustyhowell@m3techgroup.com
Account Manager	Mike Hatfield, Account Manager, Huntsville	256-783-0220	mikehatfield@m3techgroup.com
Technical Support	M3 Help Desk	800-227-0717	service@m3techgroup.com

#### **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**

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

M3 Technology Group: Bid Summary Omitted

# 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.

**M3 Technology Group:** Read and Understood. M3 does not manufacture hardware or products and accordingly does not hold ISO9001 certification. A partial selection of ISO certifications from M3's manufacturing partners is provided as **Appendix 2 – Manufacturer ISO 9001 Certificates** at the end of this document. Additional certification can be gathered as required.



# 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.

M3 Technology Group: Read 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).

M3 Technology Group: Read and Understood

# 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read and Understood

#### 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.

M3 Technology Group: Read and Understood



#### 3.8 Disclosure of Bid Contents

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

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

M3 Technology Group: Read and Understood

# 3.9 No Obligation

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

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

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

M3 Technology Group: Read and Understood

# 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.

M3 Technology Group: Read and Understood

## 3.11 Governing Law

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

M3 Technology Group: Read and Understood

#### 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.



M3 Technology Group: Read 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read 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.

M3 Technology Group: Read 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:

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.

M3 Technology Group: Read and Understood

#### 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. manufacturer's standard warranty will apply unless otherwise specified in the request. equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

M3 Technology Group: Read 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 M3 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.

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

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

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.

M3 Technology Group: Read and Understood. M3 offers the following overview of product and Services Delivery



# **M3 Company Background**

- M3 Technology Group, Inc. is a leading provider of networked audio-visual, videoconferencing, telephone and IP camera systems, AV/IT managed services, and structured cabling and IT network solutions. M3 is an authorized reseller of over 200 video, audio and ITS product lines, with GSA access.
- M3 offers consultation, design and project planning, as well as comprehensive technology design, installation and support services for both AV systems and IT networks.
- Since 2002 M3 has completed hundreds of system deployments (project values from \$10,000 to over \$3M) for clients in education, corporate, healthcare, house of worship, entertainment, military, government, and hospitality markets throughout the Southeast and Continental US.
- M3 maintains General Contractor licenses in the states of Tennessee, Alabama and Kentucky.
- Over 60% of M3's technical staff is AVIXA (formerly InfoComm) CTS, CTS-D or CTS-I certified, plus BICSI RCDD and technician certified, and industry trained in programming, testing and installation practices by various manufacturers. M3 was one of the first three Avixa APEx accredited companies and is a corporate member of NSCA and BICSI. M3 follows standard practices and procedures for the fixed installation of Audio-Visual Systems as developed by AVIXA, and for ITS systems and infrastructure in accordance with BICSI.
- M3 is known for delivering outstanding customer service and expertise, and takes pride in a strong reputation for integrity, and for consistently exceeding client expectations.
- M3 is a privately held TN corporation and a registered **Tennessee Drug Free Workplace**.

# M3 Summary of Capabilities and Offered Services

Focus	Services	Markets Served	Applications	M3 Facilities
<ul> <li>Audio-visual/video</li> <li>Videoconferencing</li> <li>Managed services</li> <li>Structured cabling</li> <li>IT infrastructure</li> </ul>	<ul> <li>Consultation</li> <li>Design</li> <li>Construction</li> <li>Programming</li> <li>Installation</li> <li>Service</li> <li>Training</li> </ul>	<ul> <li>Education</li> <li>Corporate</li> <li>Medical/Healthcare</li> <li>Entertainment</li> <li>Military</li> <li>State/Local Gov.</li> <li>Hospitality</li> <li>House of worship</li> </ul>	<ul> <li>Classrooms/ Auditoriums</li> <li>Boardrooms/ Conference rooms</li> <li>Training facilities</li> <li>Network Operations Centers (NOC)</li> <li>Operating rooms</li> <li>Sanctuaries</li> <li>Restaurants</li> </ul>	Nashville TN     Knoxville TN     Memphis TN     Huntsville, AL     Videoconferencing     Pre-fab Staging labs     Warehousing     Service vehicle fleet     Sales, engineering, service, ITS depts.

# **M3 Service Delivery Approach**

M3 Technology Group delivers consultation, system design/engineering, control programming, dedicated project management, mock-up, installation, testing, commissioning and training as required for project completeness. M3 also include miscellaneous items such as cable, connectors, equipment rack hardware, travel, freight, documentation as well as required pricing for optional service plans.

M3 regularly works as part of a project team, collaborating with owner, architect, general contractor and related trades. Below is an overview of M3's standard project flow process, which will include any additional steps deemed necessary to fulfill the scope of work outlined for a given project.



# **M3 Staff, Office and Service Locations Map**

M3 staff of 118 includes full-time sales and administrative personnel; industry accredited design engineers, project managers and programmers; and AV and IT installation and service technicians that support all regional M3 offices and the entire M3 client base.

M3 Technology Group delivers sales, engineering and technical support on all products and services to customers throughout the continental US with a concentration on the below Southeastern states:





# **M3 Industry Certifications & Associations**

M3's AV and ITS staff are among the most highly accredited, experienced, and certified professionals in the AV and IT industries. M3 was one of the first three companies to receive AVIXA (InfoComm) APEx accreditation in 2015, plus over 60% of M3 technical staff are CTS, CTS-D or CTS-I-certified.















M3 is fully certified/accredited by dozens of top manufacturers for programming, installation and service:

- Aerohive partner
- AMX Certified (ACE Expert) Programming, NAM-Programming 1
- AllWorx VoIP certified business partner
- Axis certified business partner
- Belden copper/fiber and IBDN designer certified
- BiAmp Audio DSP Design/Installation Certification, Tesira Certification
- BICSI, RCDD Certified, Technician & Installer Level Certified
- Cambridge Sound Management, Certified Masking Expert
- Certified Wireless Technology Specialist (CWTS) on staff
- **Chief** Certified Partner
- Cisco Select Partner, Express Video Specialization: US Federal Specialization; Small-Midsize Business Specialization; Cisco Meraki Partner
- Clearone Professional Audio Conferencing Specialist
- Commscope business partner
- Corning Fiber Certified Installer, Network Preferred Installer (NPI)
- Crestron Advanced Programming, DMC-D, DMC-E, DMC-T Certification, DMC-T-4K, DMC-D-4K, CTI-P201 Core System Programming
- Extron A/V Technology Design, Configurable Control Systems Certification, ECP Certification
- General business partner, copper/fiber certified
- Hubbell business partner, Premise Wiring's Mission Critical® certified
- OCC business partner, copper/fiber certified
- NICET Video Surveillance Design Certified
- Panduit business partner; certified installer/warranty provider; copper/fiber certified
- Planar Clarity Matrix LCD Video Wall System Certified
- Polycom Certified Video Conferencing Technologies, ATX Certified, IVOT200, IVOS100, Federal Certification FSIST300, RealPresence Platform Technical Certifications: (technical) RPP0T200, (Collaboration server) RPPCSOS103, (CloudAXIS Suite) RPCAEOS102, (Assessment/platform Level 1) RPPEXOT104, (Video Endpoints) RPEOT200
- Yamaha Commercial Audio partner

## **Performance Awards**

- 2014, 2016, Nashville Business Journal Top Work Place
- 2014, 2015, 2016, Top Work Place, The Tennessean based upon employee feedback
- 2015, Top CIO, Nashville Business Journal Chris Montini named
- 2017, Top 40 under 40, Commercial Integrator 3 staff members selected



#### **M3** Customer Satisfaction Assurance

#### **M3** Customer Care

Customer satisfaction is the core objection of M3 Technology Group. We live with and by customer satisfaction and employ numerous satisfaction- enabling measures to monitor and ensure that we exceed our client expectations at every opportunity.

We maintain a full-time Help Desk for offering remote support with technical issues; customer order resolution and help line support on product orders, and our projects are structured with a complete team of technical and service personnel to ensure any concerns are promptly addressed, commitments fulfilled, and obligations met according to schedule and expectations.

#### Satisfaction Surveys

M3 conducts a variety of ongoing customer care activities during and after all installation and service projects. Customer satisfaction is paramount to M3, and the basis for our ongoing success. At right is an example of one forms of customer survey we administer.

We provide ongoing support with technology deployment, and dedicated Account Managers assure top attention to the needs of all parties of their clients' accounts.

# **Emergency and Non-Urgent Technical** Support

Should a technical issue arise, M3 has an escalation process by which any support needs are addressed promptly and worked until the issue is fully resolved.

Customers can access our fullymanned Help Desk for live operator support and account assistance, through which remote diagnostics can be administer, or technical support technicians can be dispatched.





#### Nashville | Knoxville | Memphis | Huntsville

Thank your for choosing M3 Technology Group as your service partner. Our dedicated team of expert technicians is here to support you, keep your system in top form, and bring you peace of mind knowing that we are just a phone call away should you experience trouble.

- · Upon contacting the M3 Help Desk you will be issued a case number for tracking purposes
- work with you to assess the problem and consult with the M3 technical team to determine the best approach to addressing your service needs.
- · Where possible, M3 will work to
- If necessary, M3 will schedule an onsite service call to address the issue
- · In the event you experience trouble and need to escalate your service call. lease contact M3 representatives

# **WELCOME TO M3'S HELP DESK**

M3 HELP DESK ESCALATION PROCESS				
ORDER	M3 AGENT	CONTACT INFO	WHEN TO CALL	
1	Main Help Desk	615-777-4992 or 833-M3-HELPS Service@M3TechGroup.com	8am - 5pm CST, M-F	
2	Main Office	877-277-0717 Service@M3TechGroup.com	After hours or no response from Help Desk. Please allow 2 hours to respond before escalating.	
3	Will Pettus, Service Manager	256-577-2904 (Mobile) WillPettus@M3TechGroup.com	Contact if no response from Help Desk or Main Office. Please allow 2 hours to respond before escalating.	

PLEASE NOTE M3'S HOLIDAY SCHEDULE DURING WHICH LIMITED SERVICE MAY OCCUR

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Ray after Thanksviving, Christman Eve, Christmas Day



#### **M3** Facilities

M3 Technology Group maintains fully equipped warehousing, staging, service and installation facilities at each branch, with complete technical staffing, tools and supplies necessary to perform all functions associated with integrated AV system, ITS and structure cabling installation and service activities.



M3 warehousing facilities are used for equipment procurement and job storage



M3 staging facilities are used for system pre-fabrication and testing



M3 maintains a fleet of 23 fully equipped installation and service vehicles deployed in Nashville, Knoxville and Memphis.



All system design - build documentation is provided in standard CAD formats in accordance with industry standards of practice. Sample drawings can be furnished upon request.



Comprehensive system testing is performed during both pre-staging and final system commissioning.



# Workmanship

M3 Technology Group technicians are expertly trained in all aspects of system assembly, including rack wiring, equipment programming and on-site cabling and equipment installation.





M3 delivers precision rack wiring and clear equipment labelling to ensure that system users can easily navigate equipment racks.





Complex mechanical assemblies like this rear-screen projection system assembly are common challenges for M3's technicians.





M3 performs control system programming, installation of wall-mounted displays and system infrastructure configuration.



# **System Integration Process Overview**

M3 Technology Group delivers AV System design and installation, and IT structured cabling infrastructure for connectivity of voice, data, video, and building management systems. M3 services are administered by industry-accredited professional who follow standards of practice as defined by InfoComm International and BICSI. M3 services are delivered by phase, with the following standard project flow process. Any additional steps outlined in a given project specification or deemed necessary to fulfill the scope of work outlined for the project are performed.

Planning/Programming/Design Phase: M3 sales, engineering and installation specialists will conduct and attend project meetings and site surveys; Work with project personnel to establish project schedules and produce a comprehensive project package.

Construction Phase: M3 procures, inspects and assembled project equipment and systems; conducts necessary programming; Project managers coordinate with in-field personal pre-Installation.

Installation Phase: Infrastructure, cabling and building provisions are confirmed; M3 Installation Team begins equipment and system deployment, cable terminations, in-field programming, and system testing. M3 ensures the job site is maintained in a clean format throughout all phases of Installation.

Commissioning: Equipment and system operation is verified; Test reports and punch lists are generated. Outstanding issues are resolved, documented, reported to M3.

Handover/Training/Warranty: M3 provides comprehensive technical training and instruction on all system with project personnel; Functionality is demonstrated. User proficiency is ensured; As-built system drawing/documentation package is presented; manufacturer warranty cards are provided; M3 System Warranty period begins. Additional customer service programs are activated according to selection.

#### M3 Differentiators & Value-Add Services

#### **Higher Educations Specialists**

M3 Technology Group designs, builds, and installs AV systems for K-12 and in particular, for higher education facilities throughout the Southeast. M3 works with leading colleges and universities including the Tennessee Board of Regents (TBR), technology procurement vehicle for Higher Education entities in TN, and helps educators stay abreast of the latest technological solutions so they can provide better learning environments for their students.

## **AV Design Services**

M3 Technology Group features one of the most qualified and highly accredited AV and video design teams in the Southeast. Our engineers have years of field experience and practical knowledge to visualize a project from inception through completion. M3's staff holds an array of industry certifications, endorsements, and accreditation. Our engineers stay abreast of advancements in technology and design methodology to bring the latest concepts and solutions to the table in problem solving with clients.

Our sales team is also highly technical and possesses thorough familiarity with each of the technologies M3 sells. This practical know-how strengthens the partnership between M3's sales



and engineering departments, and further benefits clients when exploring best equipment options, and when formulating a design approach.

M3 engineers work smoothly with project architects and facility planners to generate technology designs that meet the needs of the client, and that make sense. From base building specifications to architectural details, to system design and programming, M3 possesses the technical savvy and practical experience to design highly effective, user-friendly technology spaces.

## LVC/ITS Design Services

M3 delivers the vital resources, tools and expertise to provide a complete, cost-effective and dependable structured cabling infrastructure for connectivity of voice, data, video, and building management systems including security, energy, and monitoring. M3 structured cabling design services are delivered by BICSI Registered Communication Distribution Designer (RCDD) professionals.

With the convergence of AV and IT technologies, dependability and performance of your support infrastructure is crucial. M3 is expertly positioned to deliver complete turnkey solutions for both AV and IT systems, and offers a variety of cabling options to support your needs, including:

- Voice/Data/Video/Audio
- Telecommunications
- CCTV & CATV
- o CAT5e, CAT5E, CAT6, CAT6a
- Fiber Optic/Coax/RF Distribution
- Plenum/Riser-rated

We work with architects and project planners during the design phase to develop logical cabling plans and thorough riser diagrams and build documentation. M3 also provides comprehensive project management to ensure each project is handled professionally, efficiently, and with full coordination between all trades and job site personnel. Our ITS design services are comprehensive, and include:

- Consultation, site surveys
- Assessment, planning, design
- CADD engineering and documentation
- Implementation and integration
- Labeling, record keeping and circuit Identification
- Testing and certification
- Maintenance, service, support

#### **AV System Staging**

Before any system ever reaches a customer's facility, M3 technicians meticulously inspect, inventory, and assemble system equipment, racks, and clearly label and neatly bundle all cabling.

Our engineering department works seamlessly with our installation department at every stage of a project build out. Programmable devices are configured to design specifications, and technicians



ensure everything operates correctly in staging. We prepare a comprehensive testing report and drawing package to accompany the system to the install site, helping to ensure a smooth transition to deployment. This approach provides M3 customers Better project management and schedule compliance; Greater quality control and faster resolution to any equipment problems; Improved system performance and success rates upon final deployment

M3's fully-equipped AV staging lab and extensive testing processes ensure that all systems are pre-built to the highest standards, operate as designed, and deliver total peace of mind to our clients upon final installation.

#### **AV System Installation**

M3 Technology Group was founded on the basis of excellence in installation. We have an unparalleled reputation that speaks to the level of commitment we consistently deliver to our valued clients. M3's highly-trained installation staff includes certified technicians and project managers who work closely with our sales and engineering departments, as well as on-site trades and client representatives to ensure an expert and meticulous system installation.

M3 systems are carefully managed from design through final installation, with clear channels of communication between all parties. Design/build documentation, testing reports, and training programs are standard M3 deliverables. In addition to manufacturer equipment warranties, each or our AV systems is backed by a comprehensive M3 Technology Group workmanship warranty, which quarantees every component to operate as specified, and assures that help from M3 is just a phone call away.

From design, to build, to installation, M3 adheres to strict industry standards and best-practices in AV system construction to deliver the absolute highest quality workmanship and system performance on every project, every day.

#### **Managed Services**

Today, AV and video system deployment is commonplace in virtually all professional settings educational, corporate, healthcare, or beyond. Equipment performance and reliability are vital to work flow and productivity.

At M3 Technology Group we understand, which is why we offer a range of service programs to maintain smooth operation of your technology investment. M3's service specialists have years of experience with in-field troubleshooting and critical issue resolution, s when trouble strikes, they have the know-how to get you back online quickly, and confidently.

Whether you seek full- or part-time, remote or on-site support, or even proactive asset management to avoid unexpected down time, M3 has a service plan that's right for you. Let us show you how having M3 as your trusted service partner can bring you peace of mind and confidence in operating and maintaining your AV equipment and systems. M3's Managed Services Feature:

- 9-5 live help-desk, 24/7 technical support access
- Field service and scheduled maintenance



- On-site managed services
- Cisco & Polycom videoconferencing service 0
- Custom Service Level Agreements (M3 Basic and Premier plans)
- Active system monitoring
- Asset management (predicted failure/proactive maintenance)
- Remote configuration and programming
- System operation training/retraining
- System documentation and training collateral
- Asset management, equipment upgrades

# **Network Operations Center – M3 Service Hub**



M3 Technology Group delivers superior AV, Video, ITS and security solutions to customers throughout the Southeast. With fast-paced advances in technology, M3 dedicates itself to being in the forefront of the industry, providing customers with exceptional service and the best equipment and infrastructure solutions to fulfill their operational and budgetary goals. Part of M3's award-winning customer commitment is demonstrated through its modern Network Operations Center (NOC) based in Nashville.

The NOC serves at the core of all technical support services for each of M3's branch locations, enabling expert staff to deliver critical, real-time support to customers when needed most. NOC team specialists provide customers with efficient, centralized full-time help on routine as well as emergency service calls.





- Full-time live operator help desk support
- Emergency service
- Real-time remote troubleshooting & equipment monitoring
- Proactive equipment maintenance
- Service contract management
- GPS tracking and dispatch of field technicians and service fleet
- Warranty help, vendor escalation support, loaner equipment



# **M3 Technical Service & Support Services**

## **Standard Warranty Coverage**

Manufacturers' warranties are supported by M3; M3's Standard Workmanship Warranty guarantees system installations to be free of defects in hardware, cables, connectors (materials) and workmanship for a predefined period according to a given project's specification. Warranty services are performed by M3 certified staff technicians and/or approved, accredited service partners in accordance with the manufacturer and/or project specifications. M3 offers a variety of fully customizable Preventive Maintenance & Service Contracts.

#### **Preventative Maintenance Plans**

M3 offers Preventative Maintenance Plans (PMP) that deliver priority service, maintenance and training, and give customers an additional layer of security and protection with new systems. Preventative Maintenance Plans include features like:

- Complete system inspections; equipment cleaning; battery replacement; minor adjustments a/r
- New User training sessions
- Loaner equipment
- Unlimited troubleshooting

Various plan features and their options are summarized as follows:

Service Task	Standard Warranty Plan	Preventive Maintenance Program	0.0000000000000000000000000000000000000	able Service greements Premier	On-site Managed Services
8-5 Live Help Desk	~	*	~	~	<b>V</b>
Remote Troubleshooting		<b>~</b>	~	~	~
Loaner Equipment		<b>*</b>	~	~	<b>*</b>
Standard shipping on warranty equipment		*	~	~	~
Express shipping on warranty equipment				*	~
Equipment Inventory database				~	~
Room setup/support					~
Preventive Maintenance		2	2	4	Ongoing
Emergency On-site response time	ASAP	Priority	1 Day	Same Day	< 4 Hour
Training (sessions for new users)	1	1	3	4	Ongoing
Discounted Equipment upgrade (discount off MSRP)			5%	7%	10%
Contract Duration	90 - Day	1 Year	1-3 Year	1 - 3 Year	1 - 3 Year



#### **Emergency Service & Service Program Options**

- M3 Help Desk: M3 provides all warrantied customers with on-call technical support during normal business hours. M3 additionally employs an emergency escalation process and resource team for critical service needs outside of the regular business hours in accordance with the customer's selected Service Plan, the provisions of which are outlined below.
  - Initial customer outreach is responded to immediately via phone or email contact to the M3 Help Desk, Main Service Center, Nashville, TN, 8am - 5pm (CST) Monday - Friday. Contact info: 800-227-0717 or service@m3techgroup.com
  - o Initial remote diagnosis is conducted, or on-site technician engaged.
  - Service escalation process in invoked in 2-hour response increments as needed: Help Desk - Telephone Support - Field Tech/On-site, up to top level service management personnel.
- Field Service & Maintenance: M3 provides fast, reliable technical support and a range of service programs to keep your AV and video systems performing as expected. Even the best designed systems and best-in-class equipment will likely experience trouble at some point. M3's service plans are intended to deliver performance reliability and peace of mind.

Our 24/7 tech support line and 9-5 live help desk are manned by knowledgeable, friendly technicians who understand the critical nature of your call. Our experts can often resolve problems right over the phone, but if needed, a field service specialist can be dispatched to quickly resolve the issue on site.

Whether you want to establish a regular schedule of system maintenance, user training, or need help with equipment failure or warranty management, M3 has the right program to protect and optimize your technology assets. M3 field service and maintenance plans include:

- Customized service level agreements
- 9-5 live help desk support & 24/7 help line
- Customized response times/escalated emergency response
- Training & documentation creation
- Serial number and asset tag management
- Warranty and end-of-life management
- Loaner equipment
- Remote Monitoring: M3's remote monitoring and management provide real-time AV system control, diagnostics and programming. Remote monitoring can provide cost-saving benefits by reducing the frequency of field service calls. From our Nashville Monitoring Center, we detect, diagnose, and resolve many issues before they even become apparent to our customers. We can reduce troubleshooting time and handle many regular service activities with ease through network connectivity and cloud-based solutions from our manufacturers.

We monitor and control IP devices, as well as many RS-232 based devices. This means we can track projectors, cameras, video switchers, DVRs, and more. With tie in to our central system, equipment and system data is logged, analyzed and reported on each client account. M3's remote monitoring services include:

Active system monitoring



- Real-time diagnostics and issue resolution
- Remote programming and system configuration
- Proactive maintenance
- On-site Managed Services: M3 can provide expert technicians at your location to manage all of your AV equipment and systems — from routine maintenance and troubleshooting to room configuration or operator assistance.

Sometimes it just makes sense to have reliable, on-site technical assistance, particularly with multiple enterprise-wide technology systems, and many different users of varying degrees of technical ability. M3's certified service representatives are available for full- or part-time deployment at your facility, ready to swiftly handle your tech support and system maintenance needs. Our specialists provide expert personal attention, performance accuracy, and system reliability. M3's on-site managed services include:

- Room setup and scheduling
- Meeting support and room operation
- Routine preventative maintenance checks
- System design support
- Training and documentation services
- AV project management
- Serial number and asset tag management
- Warranty and end-of-life management

# 3.23 Reporting

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

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

M3 Technology Group: Read and Understood. M3 will provide quarterly reporting to the System based upon the schedule and minimum content as described in this request. A sample of one such report is shown below. Additional details and customization will be provided according to the needs of the customer.

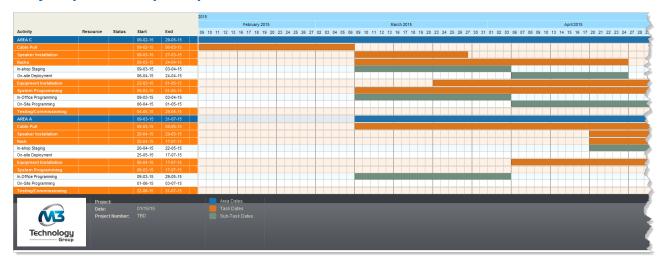


# Quarterly usage example report

Project: Customer:	1	1500779 UNIMEM	U of M Law School Red University of Memphis	cording			
1	Account (	Gro Descriptio	n	Inventory ID	QTY	Unit Price	TOTAL
T	ncome	Equipment	(Income)	CREHDEXT3CWSYSTEM	1.00	4,450.00	4,450.00
I	ncome	Shipping/Fi	reight Income	SHIPPING	1.00	48.00	48.00
				_			5,056.00

With respect to installation projects, M3 provides weekly progress reports outlining work accomplished and planned with respect to the report date, and also presenting any issues encountered and whether they will or will not have an impact on the overall timeline. This information is maintained within the project's Schedule of Implementation. Sample report follows,... Additional details and customization will be provided according to the needs of the customer.

# Project plan example report



# **Progress Report example**



## 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.

M3 Technology Group: Read and Understood. M3 fully supports the ability to accept and process purchase orders electronically. M3 maintains all sales and product data in its cloud-based in-house system and furnishes pricing, order tracking, ESS, product specifications and options through automated reporting, and via the customer's designated Account Manager.

Additionally, our manufacturer partners provide additional product information, and example of which is found here: http://www.cisco.com/c/en/us/products/index.html

# 3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories. M3 Technology Group is providing equipment and services in the following categories:

Audio and Video Conferencing Equipment Multimedia Hardware Video Surveillance Solutions **Professional Services** 

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products. M3 Technology Group is providing a list of all product models offered in Attachment 1 - MSRP pricing for M3 Manufacturer Partners

Audio and Video Conferencing Equipment Multimedia Hardware Video Surveillance Solutions

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:

Audio and Video Conferencing Equipment

#### Narrative:

M3 Technology Group is offering Audio and Video Systems and Control products. These products include proprietary software with each manufacture. Each product listed below is used in an AV System to allow a single point of operation for all products including video displays, video projectors. video conference system, audio speakers and microphones, room lighting and window shade control. These products are normally chosen based on existing equipment in the facility, recommended equipment based on desired performance or client preference.

These products include:

- Crestron AV Control
- Extron AV Control
- AMX AV Control
- QSC Audio Processing and Control
- Biamp Audio Processing and control

As noted in Section 3.22 Services Overview, M3 Technology provides turn-key integration which includes system design, installation and control programming services on all products offered in



Attachment 1. We also offer Service Level Agreements providing systems service beyond the installation warranty period.

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:

Note: M3's proposed offering is proprietary to the AV product listed. No general-purpose software is included.

Audio and Video Conferencing Equipment

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:

Audio and Video Conferencing Equipment Video Surveillance Solutions

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.

M3 Technology Group: Read and Understood. M3 illustrated its range of technical support services and breadth of offerings above (in blue) and throughout Section 3.22, Services Overview.

Product offerings are illustrated in **Attachment 1 – Additional MSRP pricing for M3** Manufacturer Partners, attached with this document. Such pricing is provided as an electronic format for various products from the included manufacturers as provided with this submittal.

Educational discounts provided by any respective manufacturer shall apply to the System. Additional discounts may be extended depending upon the scope of the project. MRSP pricing is supplied for the following M3 manufacturing partners:

Allen & Heath NEC Epson Extron Panasonic AMX Biamp Systems **FSR** Planar C2G (MAP) JBL Polycom Chief Lab Gruppen QSC **Christie Digital** L'Acoustics Samsung Comprehensive I G Shure

Crestron Martin **Smart Technologies** 

Da-Lite Spectrum Midas Middle Atlantic Products **Tannoy** Danley Vaddio



# 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.

M3 Technology Group: Read and Understood. Primary ACCS account representative:

**Account Representative:** 

**Contract Supervisor:** 

**Mike Hatfield** 

Account Manager
O: 877-227-0717 | M: 256-658-1151
E: mikehatfield@m3techgroup.com

M3 Technology Group, Inc.

**David West** 

VP of Growth Operations
O: 615-227-0717 | M:615-925-9326
davidwest@m3techgroup.com

M3TechGroup.com

#### 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.

M3 Technology Group: Read and Understood. Project references are provided below.

# **Related AV and ITS Project Reference**

M3 Technology Group provides technologies and AV systems for K-12 and in particular, higher education facilities throughout the Southeast. **M3 works with leading colleges and universities including The Tennessee Board of Regents (TBR)**, the technology procurement vehicle for Higher Education entities in TN – helping educators stay abreast of the latest technological solutions so they can provide better learning environments for their students.

M3 helps to maximize the value of technology investment by guiding educators with technologies that will enhance the learning process while minimizing the impact on their bottom line. Our educational systems are robust, versatile, and easy to use. They are designed to:

- o improve communication among students, faculty, and staff
- o increase interaction through collaborative technologies
- expand visual and auditory learning

#### **Partial Client List, Higher Education**

Art Institute of Tennessee, Pittsburgh PA

Austin Peay State University, Clarksville TN

Belmont University, Nashville TN

Berea College, Berea KY

Bridgepoint Education, San Diego CA
Calhoun Community College, Tanner AL

Chattanooga State Community College, Chattanooga TN

Columbia St Community College , Columbia TN

Cumberland University, Lebanon TN

Jackson State Community College, Jackson TN

King University, *Bristol TN*Lee University, *Cleveland TN*Lipscomb University *Nashville, TN* 

Lincoln Memorial University, *Harrogate TN*Meharry Medical College, *Nashville TN* 

Middle Tennessee School of Anesthesia, Madison TN

Middle Tennessee State University, *Raleigh NC*Motlow State Community College, *Lynchburg TN* 



Nashville School of Law, Nashville TN Northeast State Community College, Blountville TN Oak Ridge Associated Universities, Oak Ridge TN

South College, Knoxville Southern Adventist University, Collegedale TN Southwest Tennessee Community College, Bartlett TN Tennessee College of Applied Technology, Nashville TN Tennessee Law Institute Knoxville TN Tennessee State University, Nashville TN Tennessee Technology Center, Morristown TN Trevecca Nazarene University, Nashville TN

ΚY Union College Technology Services, Barbourville University Health Systems, Inc. (UT), Knoxville TN University of Alabama Huntsville, Huntsville AL University of Kentucky, Lexington KY University of Louisville, Louisville KY University of So. Alabama Health System, Mobile AL University of Tennessee, Knoxville TN University of The South, Sewanee TN UT Knoxville, UTIA Marketing & Communications, Knoxville TN Vanderbilt University, Nashville ΤN Volunteer State Community College, Gallatin, TN Walters State Community College, Morristown TN

Western Kentucky University, Bowling Green KY



Project	Belmont University – Johnson Center
Address	1900 Belmont Boulevard, Nashville TN 37212
Contact Name	Steve Bunner, User Services



Contact phone	615-460-6727
AV Design by	M3 Technology Group
Contract Amount	\$345,900.00
Scope of Work	Design, provide and install a state-of-the-art full-size movie theater and instructional space utilizing the Dolby Atmos audio system, Christie projection and Crestron control/switching. Also, included a state-of-the-art mixing and editing space for critical listening and playback both in-room as well as the theater.
Owner	Belmont University
General Contractor	RC Mathews
Architect	Earl Swenson Associates
Completion	September 2015
Project	Vanderbilt University School of Medicine Eskind Biomedical Library
Address	2209 Garland Ave Nashville, TN 37232
Contact	B.C. Hatchett – Vanderbilt, Mike Schneider – Messer Construction
AV Design by	M3 Technology Group
Contract Amount	\$865,000
Scope of Work	Design and Installation of Networked Audio/Visual System
Owner	Vanderbilt University
General Contractor	Messer Construction
Completion Date	July 2018
Project	University of Memphis, Community Health Facility
Address	Memphis, TN
Contact	Chris Potter, Hoar Construction, CM; cpotter@hoar.com; 615-376-3991
AV Design by	The Sextant Group
Contract Amount	\$2,669,729.00
Scope of Work	Provided AV systems designed by The Sextant Group to include technology enabled spaces supporting the instruction of communications science, nursing and health sciences including interventional spaces, labs, standardized patient and manikin simulation spaces, classrooms and meeting/conference rooms. Several spaces include video conferencing, capture and live streaming of classes, events and clinics.
Owner	University of Memphis
General Contractor	Hoar Construction
Completion Date	September 2015
Project	University of Tennessee, Knoxville, University Center Phase 1
Address	Knoxville, TN
Contact	Nick Lawrence 865-546-2440 <u>nslawrence@rentenbach.com</u>



AV Design by	Waveguide
Contract Amount	\$516, 118
Scope of Work	Provided AV systems designed by Waveguide to numerous training rooms, classrooms and
	teaching spaces. Technologies deployed include digital signage, background music and
	paging, remote control systems, distance learning and video conferencing.
Owner	University of Tennessee
General Contractor	Rentenbach
Completion Date	December 2015

# 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.

M3 Technology Group: Read and Understood. See Attachment 2 – MSRP Discount Table. M3 will provide to the System all available manufacturer educational discounts on products sold by M3 to ACCS customers. Additional discount levels may be applied depending upon the scope of the project.

#### M3 Labor rates:

Code	Regular Rate	Overtime Rate	Hourly Minimum	Travel and Expenses
Pre-Installation	\$85.00	\$127.00	0	Billed as incurred
Installation	\$100.00	\$150.00	0	Billed as incurred
Project management	\$125.00	\$187.00	0	Billed as incurred
Engineering	\$125.00	\$187.00	0	Billed as incurred
Training/Documentation	\$85.00	\$127.00	2	Billed as incurred
Field service technician	\$85.00	\$127.00	2	Billed as incurred
Programming	\$150.00	\$210.00	0	Billed as incurred



#### 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.

M3 Technology Group: Read and Understood.

# 3.30 Equipment and Services Schedule

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

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

M3 Technology Group: Read and Understood. Provided as Attachment 1 - Additional MSRP pricing for M3 Manufacturer Partners

## 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.

M3 Technology Group: Read and Understood.

# 3.32 Title Passage

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

M3 Technology Group: Read and Understood.

# 3.33 Quantity Guarantee

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

M3 Technology Group: Read and Understood.

#### 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

M3 Technology Group: Read and Understood.

## 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 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.

M3 Technology Group: Read 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).

M3 Technology Group: Read 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.

M3 Technology Group: Read and Understood. Warranty periods begin at the time of delivery for product not provided by or installed by M3. For integrated product items, warranty period begins upon installation completion. See Standard Warranty Coverage for additional details.

#### 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.

M3 Technology Group: Read and Understood.

# 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.

M3 Technology Group: Read and Understood. Toll free support is provided to customers during the system warranty period as described within M3 Standard Warranty. Support after the warranty period is provided only to customers who have purchased an additional M3 service plan as described in response to Section 3.22, Network Operations Center - M3 Service Hub

M3 Technology Group delivers superior AV, Video, ITS and security solutions to customers throughout the Southeast. With fast-paced advances in technology, M3 dedicates itself to being in the forefront of the industry, providing customers with exceptional service and the best equipment and infrastructure solutions to fulfill their operational and budgetary goals. Part of M3's award-winning customer commitment is demonstrated through its modern Network Operations Center (NOC) based in Nashville.

The NOC serves at the core of all technical support services for each of M3's branch locations, enabling expert staff to deliver critical, real-time support to customers when needed most. NOC team specialists provide customers with efficient, centralized full-time help on routine as well as emergency service calls.

- Full-time live operator help desk support
- Emergency service
- Real-time remote troubleshooting & equipment monitoring



- Proactive equipment maintenance
- Service contract management
- · GPS tracking and dispatch of field technicians and service fleet
- Warranty help, vendor escalation support, loaner equipment

M3 Technical Service & Support Services 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.

M3 Technology Group: Read and Understood.

# 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.

M3 Technology Group: Read and Understood.

## 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.

M3 Technology Group: Read and Understood.

#### 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).

M3 Technology Group: Read and Understood.

## 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.

M3 Technology Group: Read and Understood. M3 will indemnify the System, its officers, agents and employees against third party claims for damage, injury or death to persons or property caused by M3's negligence provided the System provides proper notification, reasonable assistance and grants M3 sole control of the defense and settlement.

#### 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.

M3 Technology Group: Read and Understood.

#### **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.

M3 Technology Group: Read and Understood.

# 3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

M3 Technology Group: Read and Understood.



#### 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.

M3 Technology Group: Read and Understood.

# 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.

M3 Technology Group: Read and Understood.

# 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.

M3 Technology Group: Read and Understood. M3 reserves the right to freely assign any payments received under this agreement, or any portion thereof, without prior written notice or consent by the procuring entity.

#### 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.

M3 Technology Group: Read and Understood.

## 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.

M3 Technology Group: Read and Understood.

#### 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.

M3 Technology Group: Read and Understood. See Appendix 3 – Vendor Disclosure Form



# 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.

M3 Technology Group: Read and Understood. See Appendix 4 - Business Entity Employer **Contractor Compliance Form** 

# 3.55 Agreement does not Constitute a Debt

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statue 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.

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

M3 Technology Group: Read and Understood.



# **Appendix Summary**

The following items are appended to this document as individual PDF files:

**Appendix 1– Manufacturer Authorized Reseller letters** 

**Appendix 2 – Manufacturer ISO 9001 Certificates** 

**Appendix 3 - Vendor Disclosure Form** 

**Appendix 4 - Business Entity Employer Contractor Compliance Form** 

## **ATTACHMENT**

The following are included as a separate attachment to this document as PDF files. This information is provided electronically.

**Attachment 1 – Additional MSRP pricing for M3 Manufacturer Partners** 

**Attachment 2 – Updated MSRP Discount Table** 

Attachment 3 – Additional Manufacturer Authorized Reseller Letters

#### 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.

**M3 Technology Group:** Read and Understood. M3 will provide to the System all available manufacturer educational discounts on products sold by M3 to ACCS customers. Additional discount levels may be applied depending upon the scope of the project.

NOTE: ADDITIONAL MANUFACTURERS HIGHLIGHTED BELOW

Manufacturer	Percent Discount
Allen & Heath	Off MSRP/LIST 15
AMX	19
AXIS	10
BARCO	11
BIAMP	18
BRIGHTSIGN	11
CABLES 2 GO	16
CHIEF	18
COMPREHENSIVE	15
COMPUTER COMFORTS	14
CRESTRON	20
DALITE	15
DANLEY SOUND	25
<b>EPSON</b>	12
EXTRON	12
FSR	18
HARMAN	10
JBL	18
KRAMER LABGRUPPEN	12 21
L'ACOUSTICS  LEGRAND	12
LG	08
LIBERTY	10
LISTEN	10
MARTIN	19
MERSIVE	11
MIDAS	18
MIDDLE ATLANTIC	18
MILESTONE SYSTEMS AV	10
ONE BEYOND	08
NEC	15
NEWLINE	10
PANASONIC PLANAR	10 08
POLYCOM	18

QSC	15
ROSS	10
SAMSUNG	12
SENNHEISER	10
SHURE	14
SMART	12
SPECTRUM	25
TANNOY	25
VADDIO	10
WOLFVISION	10

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

**M3 Technology Group:** Read and Understood. M3 will provide to the System all available manufacturer educational discounts on products sold by M3 to ACCS customers. Additional discount levels may be applied depending upon the scope of the project.

Manufacturer	Percent Discount Off MSRP/LIST
Allen & Heath	15
AMX	19
AXIS	10
BARCO	11
BIAMP	18
BRIGHTSIGN	11
CABLES 2 GO	16
CHIEF	18
COMPREHENSIVE	15
COMPUTER COMFORTS	14
CRESTRON	20
DALITE	15
DANLEY SOUND	25
EPSON	12
EXTRON	12
FSR	18
HARMAN	10
JBL	18
KRAMER	12
LABGRUPPEN	21
L'ACOUSTICS	12
LEGRAND	11
LG	08
LIBERTY	10
LISTEN MARTIN	10 19
MERSIVE	19
MIDAS	18
MIDDLE ATLANTIC	18
MILESTONE SYSTEMS AV	10
ONE BEYOND	08
NEC	15
NEWLINE	10
PANASONIC	10
PLANAR	08
POLYCOM	18

QSC	15	
ROSS	10	
SAMSUNG	12	
SENNHEISER	10	
SHURE	14	
SMART	12	
SPECTRUM	25	
TANNOY	25	
VADDIO	10	
WOLFVISION	10	