

APOGEE

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

BID #ACCS-2022-01

Submission Deadline: February 11, 2022

A. TRANSMITTAL LETTER

February 11, 2022

Alabama Joint Purchase Agreement Committee
Attn: ITS
P.O. Office Box 302130
Montgomery, AL 36130-2130

Dear Committee,

As a current vendor for the ACCS Information Technology Joint Purchase Agreement, we are thankful for the opportunity to submit the following response to Bid #ACS-2022-01 and potentially extend our status as a qualified service provider. Through the JPA, we have forged successful partnerships with Auburn University Montgomery, University of North Alabama, Coastal Alabama Community College, Marion Military Institute, and the University of Alabama at Birmingham.

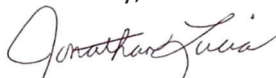
Apogee, a privately-held corporation headquartered in Austin, TX specializes in providing managed network and video services to the higher education marketplace. We provide our customers with high levels of personalized service and cutting-edge technology tailored to the unique needs of the campus community.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

Current Apogee clients within the State of Alabama include:

- ResNet and Video Services: Auburn University Montgomery, University of Alabama at Birmingham, University of North Alabama
- ResNet Services: Coastal Alabama Community College, Marion Military Institute
- Administrative Network: Alabama Agricultural and Mechanical University, Birmingham-Southern College
- Video Services: Alabama State University, Auburn University, University of West Alabama

For questions or clarifications, please contact Jonathan Lucia. Jonathan is the person authorized by Apogee to contractually obligate the organization and to negotiate the contract on behalf of the organization. Apogee understands and accepts the Conditions Governing this Procurement. Apogee is not ISO 9001 certified at this time. Our offering is a managed service, and we are not providing hardware ownership. Apogee acknowledges and accepts any and all amendments to this RFB.

Sincerely,



Jonathan Lucia
Business Development
205-470-2199
jlucia@apogee.us

B. EVALUATION SUBMISSION FORM

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

Vendor Contact Information

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

Vendor Name: **Apogee**

Date: **2/11/2022**

Website Address: **www.apogee.us**

| | Name(s) | Phone Number(s) | E-mail Address(s) |
|--------------------------------------|-----------------|------------------------|--------------------------|
| Primary Contract Executive | Jonathan Lucia | 205-470-2199 | jlucia@apogee.us |
| Primary Contract Executive | John O'Brien | 919-423-5623 | jobrien@apogee.us |
| Senior Contract Executive | Matt Loecke | 919-423-3579 | mloecke@apogee.us |
| Director of Business Development: AL | Mark McClintock | 678-480-6610 | mmclintock@apogee.us |
| Technical Executive | Russell Malone | 713-409-0414 | rmalone@apogee.us |

Bid Information Index

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

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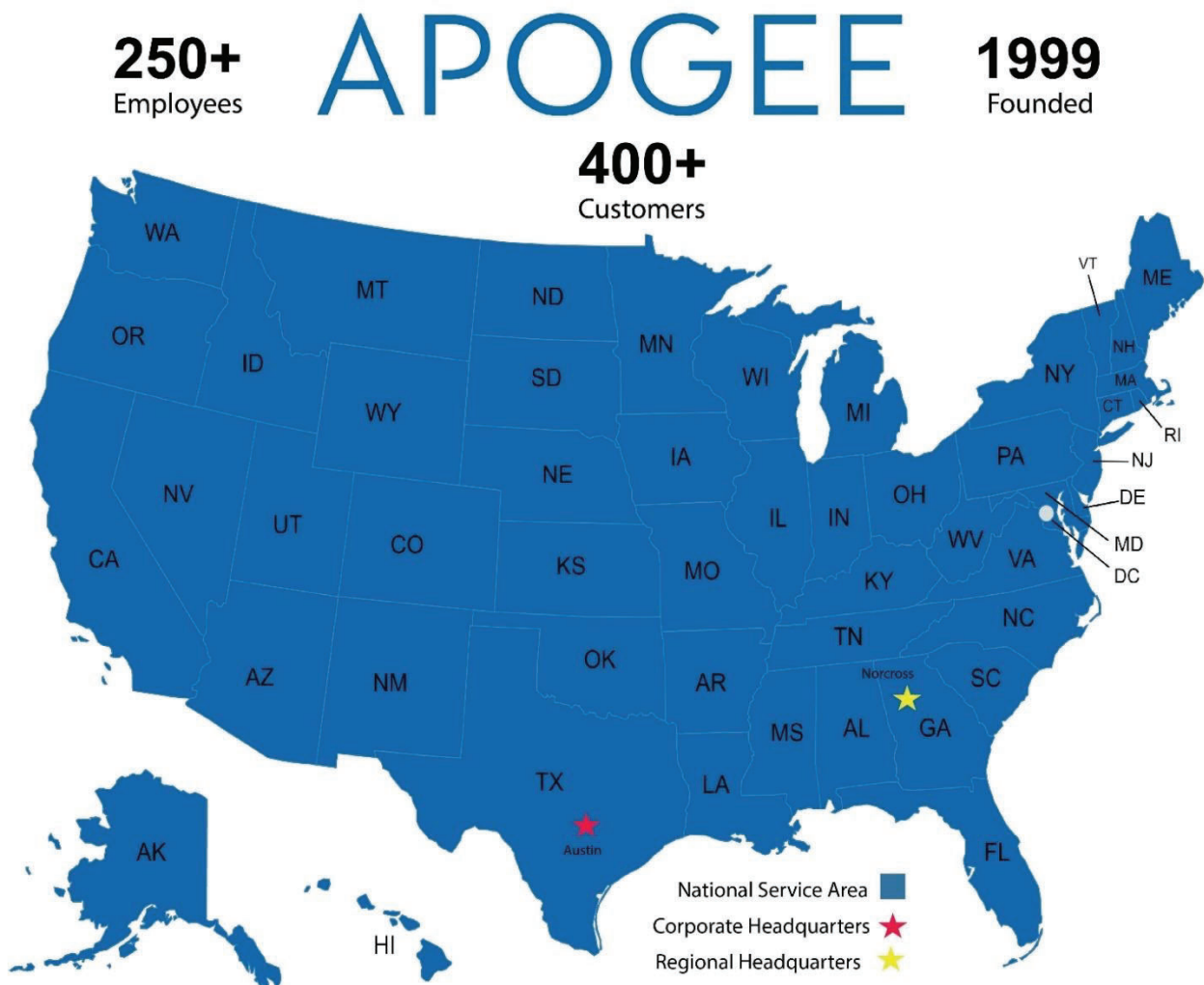
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D. BID SUMMARY

Apogee Overview and Service Area

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

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



Managed Network Services

Apogee designs, implements, and maintains residential (ResNet) and administrative campus networks that are constructed and built with expansion in mind, and our school partners have come to rely on Apogee for reliable connectivity, predictable expenditures, and a progressive roadmap for technology growth.

| Managed Network Services | |
|---|---|
| Comprehensive high-speed wireless (802.11ax) and wired network solution | Built in equipment refreshes, maintenance, and support |
| Flexible Capex or Opex pricing structures | Network designed for reliable connectivity in high density environments |
| SLA driven response and resolution | Network access control with single sign-on and federated identify (eduroam) integration |
| 24/7 live U.S. based support via phone, e-mail, text, or chat | Designated on-site support |
| 24/7 network monitoring | DMCA/RIAA and CALEA Compliance |

Experience

With over 400 clients ranging from small private colleges to large public institutions, Apogee is now the largest, most innovative managed network services provider for higher education. Thanks to more than two decades of experience, we are experts at anticipating and preventing problems, minimizing risk associated with unexpected costs, and maximizing student, faculty, and staff satisfaction.

Financial Partner

Apogee provides flexible contracting options for clients to ensure stable and predictable budget allocations that safeguard against any “surprises” associated with increasing demand on wireless capacity, as well as equipment life cycles and upgrades. Apogee can quickly deploy a state of the art network with a minimal up-front investment required by the institution.

Network Equipment

Apogee installs & deploys end to end (routers, switches, APs) network equipment offsetting the up-front costs that the institution would normally incur. Apogee monitors, maintains, and replaces all equipment for the life of the contract. This guarantees that the institution will never incur a large capital expense for equipment to maintain service levels to users throughout the life the contract.

Technology Growth

While many wireless networks have been built for coverage, Apogee networks are built for density. Apogee’s high density 802.11ax wireless deployment positions institutions to be at the forefront of

technology by providing not only full coverage but high capacity for the increasing number of devices students, faculty, and staff bring to campus.

- Our customized wired and wireless network solutions are designed to incrementally evolve with campus growth and technology developments.
- We install and deploy only the highest performing, most scalable equipment, and maintain and replace equipment throughout the life of the contract.

Seamless Connectivity

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

Single Sign-On

SSO allows students, faculty, and staff to access the network with their university credentials.

- Fewer passwords to remember
- Greater security (passwords are not stored in multiple systems)

Installation and Support

Apogee trades on its reputation each day. We've been fortunate to maintain our client base over the 20 years we've been serving higher education. Our approach delivers an elevated level of quality and support, which provides streamlined implementation, state of the art equipment installation, and quality controlled, personalized service. We provide 24/7365 customer service support and a designated Field Services Representative (FSR).

Apogee believes strongly in the transparency of its products and services, giving customers full access to data via quarterly reports of traffic on the campus network as well as monthly teleconferences with a designated Client Services Manager.

Secure WiFi

Secure WiFi encrypts data before transmitting it over the air, preventing others in the immediate area from intercepting the communication signal and gaining access to potentially sensitive user data. Apogee also offers the ability for ResNet users to have their own personal WiFi password (also known as a pre-shared key) for greater security.

Network Segmentation

Apogee builds the residential network as architecturally separate from the campuses administrative network. Apogee works closely with campus IT staff to appropriately segment mission critical data and servers on the administrative network from more vulnerable traffic like IoT devices.

24/7/365 Monitoring

Apogee monitors our networks 24/7/365 from our Austin, TX network operations center (NOC) and receives automated alerts of any unauthorized access attempt, system outages, and performance degradation.

SOC II Compliance

SOC II standards, developed by the American Institute of CPAs (AICPA), provides external validation of Apogee's security controls. This validation gives our campus partners reassurance that our systems and processes are designed with security in mind, and that we are actively monitoring our systems and can effectively detect, isolate, and respond to intrusion attempts that threaten the integrity of our services.

ResNet Services

The following section serves to provide specific information and a reference point to the additional features specific to our ResNet solution. Apogee ResNet is a fully managed solution that is service level agreement driven.

Dedicated High Speed Bandwidth

Apogee delivers dedicated high speed bandwidth for each device connected to ResNet (ex. 100Mbps download per device for up to 7 devices). All users will have full wire-speed access to the networks to take advantage of IP multi-cast services including on-campus digital-content streaming, interactive peer-to-peer applications, LAN gaming, and a virtual flood of emerging high-bandwidth services.

Apogee constantly reviews network traffic, trends, & demands to ensure we are meeting agreed upon service levels. Bandwidth procurement and management for ResNet is Apogee's responsibility.

Apogee ResNet App

The Apogee ResNet App helps students quickly and securely connect to WiFi, easily manage, and share devices, and access Apogee support quickly.

- Customizable branding
- Easy single sign-on authentication
- Device and connection status dashboard
- Secure sharing of student devices (e.g., printers, scanners) with roommates or friends
- One-touch 24/7/365 access to Apogee support

Personal Area Network

A Personal Area Network (PAN) allows a user's devices to communicate with each other on the network. For security reasons, users have their own PAN, which prevents a user from seeing other users' devices. PAN allows students to take advantage of wireless printing, audio, and an abundance of other IoT wireless communication technologies.

Specialized Gaming Support

Dedicated bandwidth for all gaming devices, live support for troubleshooting, and an open enterprise grade NAT ensures the best ResNet experience for gamers.

Full Move-in Support

The call center expands every summer to accommodate the increased call volume during student move-in. Our on-site network is integrated into our automated provisioning system that allows a student to go from zero to registered and online in under 2 minutes. Apogee tracks key performance metrics including call answer time and time to ticket resolution to ensure a positive user experience.

Full Summer Support

Apogee provides full ResNet access for summer students and summer camp and conference guests, including our 24 hour support.

RIAA/DMCA Administration

As the ISP of Record, Apogee processes all RIAA/DMCA notifications freeing up staff time.

Administrative IOT Devices

If desired, Apogee works with the university IT staff to connect and segment any necessary administrative IOT devices (e.g., closed circuit cameras, door access controls) to the residential network and can facilitate a hand-off of IOT device or administrative office traffic to the university network.

Accessibility

At Apogee, we strive to make our products accessible to all users. To that end, our products are tested for compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 and Section 508 of the Rehabilitation Act.

Administrative Network Services

In addition to our ResNet offering, Apogee provides managed network services for entire campus footprints including core wired and wireless infrastructure, network access control (NAC), and a next-generation security firewall with VPN access, all underpinned by a predictable funding model, comprehensive support, and a diverse menu of secondary services.

Core Services

- **Core Network Equipment:** Upgrade, installation, and management of core routers, distribution switching, in-building and outdoor wireless access points, and related controllers.
- **Network Access Control:** Upgrade, installation, and management of on-premises network access control equipment with support for captive portal, single sign-on, federated identify providers (e.g., eduroam), guest access, and MAC-address based authentication.
- **Firewall & VPN:** Upgrade and management of campus network firewall and VPN access.
- **Tier 2 Support:** For the administrative network, our campus partners continue to provide Tier 1 support from the campus IT help desk for faculty and staff. Campus help desk and IT staff have access to Apogee's 24/7/365 support, the Field Services Representative (FSR) and Client Services Manager for any network related issues.

Secondary Services

- **Bandwidth Procurement and Vendor Relationships:** Apogee expertise, flexibility, vendor relationships, and buying power ensure the right circuit at the right cost for the project at hand (often at a cost lower than that available to the customer on their own).
- **Cabling Infrastructure & Improvements:** Customized upgrades of cabling and infrastructure ensure the highest levels of availability and performance at the lowest possible cost.
- **After-Hours and Overflow Campus Help Desk Support:** Backup support services to customer's IT help desk drive a higher volume of issues to resolution faster, driving business-day and after-hours productivity gains.

Video Services

Apogee is a proven leader in providing video services to college and university campuses nationwide. As a managed services provider, each of Apogee's video solutions include all equipment, engineering, and installation necessary to deliver each service. Our systems are remotely managed, fully warranted, and specifically designed to deliver programming in clear QAM, high-definition digital format.

Advantages of partnering with Apogee for Video Services include:

- 100% fully managed service
- Remotely managed headend which significantly reduces down-time
- Green technology for a smaller footprint and reduced energy consumption
- High-Definition digital format
- NO SET TOP BOX – digital TV's will view clear QAM RF channels without an additional box
- Flexibility to reorganize channel lineup and to add, remove, or swap channels
- Specialized 24/7/365 support for students, faculty, and staff

Traditional Cable (CATV)

Apogee's traditional Cable Television solution is a satellite to headend based digital system with High Definition (HD) content as available and as broadcast. Signal will be distributed to end users via campus owned fiber optic and coaxial RF infrastructure. Content format will be in Clear QAM which eliminates the need for a set top box for any TV equipped with a clear QAM tuner. The Apogee CATV headend is foundational to all of our streaming service offerings.

Live Streaming

Apogee can provide live streaming through an upgraded CATV headend. This service utilizes the campus network without consuming external bandwidth, can be branded to the university, and can be accessed through a web browser, Firestick or (coming soon) a Roku. This is an effective option to introduce campus residents to basic streaming without the more advanced features of a full-scale IPTV solution.

IPTV

Apogee's streaming IPTV service allows student residents to watch live, streaming TV across devices while on campus. Our unique platform aligns with today's student expectations for consuming content beyond the TV. Students may stream through an app branded specifically for the university or via a web browser.

With this service in place, student residents on campus have access to:

- Programming content on mobile devices and web browsers
- 20 hours DVR per student
- Trick Play, which allows for pausing, rewinding, and starting over a program
- 24 hours cached programming
- A "Favorites" feature which allows students to personalize their lineup
- Single Sign On access via their university credentials

Over the Top Services (OTT)

Through the use of our authentication platform, Apogee provides OTT services such as Showtime Anytime, HBO MAX, with additional options coming soon. Student residents may have access to these platforms while on or off campus during each semester.

Campus Engagement Services (CES)

Apogee's Campus Engagement Services integrate campus content to enhance direct-to-student communications. This fully managed service provides an easy-to-use content curation and submission portal for unified campus messaging.

We guide every step of the process and align with university protocols and brand guidelines. This tailored service can also deliver digital signage, offer independent local and administrative controls, and an opportunity for a campus student ambassador.

We deliver this service with the following functionality:

- Secure backend content distribution
- Third-party feeds (to embed content such as weather, social media, facilities updates, and health and safety notifications)
- Third-party alerts that integrate with a campus emergency alert system
- Social media links to drive engagement
- Use of geo-filters and photo frames for consistent branding
- Analytics for campaign measurement
- Security and privacy policies that align with higher education compliance

Apogee Customer Support, Monitoring, and Response

24/7/365 Call Center

Apogee's 24 hour call center provides full support to students for connectivity issues. Students may also use e-mail, text, or chat for support. Apogee supports students with any device they bring to the campus to ensure their experience is the best it can be on our network.

Apogee's frontline student support team is based out of our network operations center in Austin, TX and provides service 24 hours a day, 365 days a year. Our support center is managed in-house and powered by an advanced VoIP system providing detailed historical reporting, real-time call volume monitoring, and a rigorous quality assurance program that regularly incorporates recent student feedback.

In 2021, our call center performance metrics were as follows:

- Call average speed to answer: 11 Seconds
- Average call length: 8 minutes
- % of Issues resolved on the call: 96%
- % of Issues requiring on-site support: 4%

Any calls that our trained service representatives receive that require college or university support (e.g., school software applications, e-mail system) will be referred to university support staff as specified in a written escalation plan. If first line call center representatives are unable to resolve the issue, the Field Services Representative (FSR) will be dispatched, with remote support from Apogee's network operations center and a senior network engineer.

Field Services Representative (FSR)

Apogee will provide an FSR local to the area, to assist students with connectivity issues as well as meet with Housing (for ResNet) and IT to be the "eyes and ears" on campus for ongoing support. The FSR is visible to both school personnel and to Apogee. This active role supports our network engineering team to assist and be on the ground for any troubleshooting or emergency situations, such as a power outage.

Client Services Manager (CSM)

A designated CSM monitors services and provides updates and reports for registered accounts, traffic, and utilization. The CSM serves as a direct contact for ongoing communication related to services and user support. The CSM will conduct a Monthly Stewardship Call to review the health of the network and support provided to end users over the past month.

24 Hour Network Monitoring and Response

Apogee's networks are monitored 24 hours a day. Apogee monitors all network (including edge and wireless devices) 24/7/365 for both major and minor outages. Our network operations center (NOC) in Austin, TX monitors more than 11,000 network devices every 30 seconds. Outages are auto-reported to technical staff by our network monitoring systems for appropriate response. Often our NOC technicians and field support are able to resolve the problem before end users are impacted.

Apogee reports major outages to designated campus personnel and when appropriate provides an RFO (reason for outage) and additional preventative steps. This notification usually takes place within minutes of the failure.

In the event that the college or university needs to contact Apogee first, representatives follow the escalation procedures that are be outlined between Apogee and the college or university for major system failures. The escalation procedures typically include notifying Apogee’s Field Services Representative (FSR) during business hours and Apogee’s 24/7/365 call center for any after hour failures.

Once the FSR receives notice of a failure, the FSR contacts the designated campus personnel, provides an RFO, and proceeds with resolving the issue. If necessary, the FSR contacts a senior network engineer who is always available to assist. The FSR again contacts campus personnel once the issue is resolved.

Service Level Agreement

| Priority Level | Description | Remote Network Operations Center Support Response | Resolution from Response |
|----------------|---|---|--------------------------|
| P0 - Critical | Requires emergency action. All data services are down. | Within 15 minutes | Within 6 hours |
| P1 - High | A wide area outage impacting wireless service. Example would include: Building wide internet outage, 10 APs in a localized area, border router showing signs of imminent failure. | Within 1 hour | Within 12 hours |
| P2 - Normal | Describes issues that affect a small number of users or where there is a solid workaround. Example might include several access points showing down, or an access switch failure (small number of users). | Within 8 hours | Within 4 days |
| P3 – Low | Not service disrupting, or very minimal. | Within 72 hours | Within 5 days |

Value Added Services

Location Analytics

Through our partnership with Degree Analytics, Apogee can deploy an optional location analytics service into the campus's Apogee wireless network. The platform uses anonymized data and machine learning to track WiFi access by designated zones. Through the use of heat map visualizations, utilization and dwell time can be used to gauge social distancing compliance on a zone-by-zone basis. The module also provides actionable insights around space utilization and student attendance at campus sponsored events.

This monitoring capability can enable actions such as:

- reducing occupancy through rescheduling or closure
- driving enhanced communications around social distancing guidelines
- facilitating physical reconfiguration of a space as needed, greatly enhancing the safety of students and staff

E. GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

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

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

3.2 Incurring Cost

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

Apogee agrees and complies with the above.

3.3 Vendor Responsibility

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

Apogee agrees and complies with the above.

3.4 Serving 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.

Apogee agrees and complies with the above.

3.5 Amended Bids

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

Apogee agrees and complies with the above.

3.6 Vendors' Rights to Withdraw Bid

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

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

Apogee agrees and complies with the above.

3.7 Bid Offer Firm

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

Apogee agrees and understands with the above.

3.8 Disclosure of Bid Contents

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

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

Apogee agrees and understands the above.

3.9 No Obligation

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

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

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

Apogee agrees and understands the above.

3.10 Legal Review

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

Apogee agrees and understands the above.

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.

Apogee agrees and understands the above.

3.12 Basis for Bid

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

Apogee agrees and understands the above.

3.13 Agreement Terms and Conditions

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

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

Apogee agrees and understands the above.

3.14 Vendor Qualifications

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

Apogee agrees and understands the above.

3.15 Change in Vendor Representatives

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

Apogee agrees and understands the above.

3.16 Equipment and Services Schedules

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

Apogee agrees and understands the above.

3.17 Benefit of Cost Reduction

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

Apogee agrees and understands the above.

3.18 Bid Terms

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

Apogee agrees and understands the above.

3.19 Fiscal Funding

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

Apogee agrees and understands the above.

3.20 Insurance

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

| 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 the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy(ies) so that each is independently protected to the face amount of the policy.

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

Apogee agrees and understand the above. Apogee meets or exceeds desired coverage amounts.

3.21 New Products

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

Apogee agrees and understand the above.

Specifications

3.22 Product and Services Delivery Overview

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

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

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

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

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

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

Customer Testimonials

AJ Crittenden, Director of IT, Marion Military Institute

"We had a very positive perception of Apogee based on our research and what we discovered about the company from other colleges within the state."

Anthony Hambey, Vice-President of Information Technology, Birmingham-Southern College

"We are proud to have a proven and trusted partner in Apogee to help Birmingham-Southern navigate and stay ahead of the technological curve, to support us in creating budgetary and manpower efficiencies, and to reduce our capital risk. We look forward to continuing our strategic partnership with the Apogee team."

In 2021, our call center performance metrics were as follows:

- **Call average speed to answer: 11 Seconds**
- **Average call length: 8 minutes**
- **% of Issues resolved on the call: 96%**
- **% of Issues requiring on-site support: 4%**

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

Please refer to Section D. Bid Summary for information on value added services including Apogee's Location Analytics. Apogee has also provided a map in Section D. reflecting our national service area. Apogee currently provides services to nine Alabama state institutions.

3.23 Reporting

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

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

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

Apogee agrees and understands and will provide required report as outlined above.

3.24 Electronic Commerce

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

Apogee maintains www.apogee.us, which provides detailed information for each of our service offerings, in addition to case studies outlining various implementations at universities across the U.S. Apogee provides a hyperlink on the main page of our website for any visitors to request that a member of the sales team make contact with them. Because Apogee typically engages with a prospective university customer for a minimum of 60 days before a customized solution is proposed, we do not operate a traditional commodity marketplace. Apogee is able to accept electronic purchase orders via e-mail.

3.25 Breadth of Offering

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

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

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

Apogee has provided detailed information for the following proposed services and technical support in Section D: Bid Summary.

- I. Managed Network Services
 - a. Residential Network Services (ResNet)
 - b. Administrative Network Services
- II. Video Services
- III. Value Added Services
 - a. Location Analytics

3.26 Primacy Account Representative

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

Apogee agrees and will comply with the above.

Primary Account Representative: Mark McClintock, Director of Business Development

Mark will serve as the primary account representative with the college/university personnel and is responsible for managing accounts within the states of GA, AL, MS, and LA. Mark is based in Atlanta, GA. Mark can be reached at: 678-480-6610

3.27 References

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

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

1) Auburn University

- **Services: Video**
- **Client Since: 2015**
- **John Helms, Director of IT (Telecom)**
- **helmsjm@auburn.edu**
- **(334) 844-4512**

2) University of Alabama at Birmingham

- **Services: ResNet and Video**
- **Client Since: 2014**

- Marc Booker, Executive Director, Housing and Dining
- mbooker@uab.edu
- (205) 996-0400

3) University of North Alabama

- Services: ResNet and Video
- Client Since: 2015
- Cindy Conlon, VP of Finance
- chconlon@una.edu
- (256) 577-8081

4) Marion Military Institute

- Services: ResNet
- Client Since: 2021
- AJ Crittenden, Director of IT
- aj@marionmilitary.edu
- (334) 224-6313

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.

As further outlined in the ESS, Apogee is proposing a 15% discount off of baseline prices for our ResNet, Administrative Network, Video Services, and Campus Engagement Services. Apogee is offering a 50% discount on our configuration fee for Location Analytics services.

3.29 Oral Presentation and Demonstration

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

Apogee agrees and understands the above.

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.

Apogee agrees and understands the above. Apogee has submitted an ESS as a separate PDF file on the USB drive.

3.31 Scope of Work

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

Apogee agrees and understands the above.

3.32 Title Passage

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

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

3.33 Quantity Guarantee

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

Apogee agrees and understands the above.

3.34 Order of Precedence

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

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

Apogee agrees and understands the above.

3.35 Payment Provisions

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

- A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

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

Apogee agrees and understands the above.

3.36 Shipment and Risk of Loss

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

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

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

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity. Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

Apogee agrees and understand the above.

3.37 Warranties

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

Apogee agrees and understand the above.

3.38 Price Guarantees

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

Apogee agrees and understand the above.

3.39 Technical Support

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

Apogee agrees and understand the above.

3.40 Product Delivery

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

Apogee agrees and understand the above.

3.41 Impracticality of Performance

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

Apogee agrees and understand the above.

3.42 Records and Audit

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

Apogee agrees and understand the above.

3.43 Use of Subcontractors

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

Apogee agrees and understand the above.

3.44 Indemnification

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

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

For the purposes of paragraph 3 .44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents, and assigns.

Apogee agrees and understand the above.

3.45 Website Maintenance

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

Apogee agrees and understand the above.

3.46 Ethics

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

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

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

Apogee agrees and understand the above.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

Apogee agrees and understand the above.

3.48 FCC Certification

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

Apogee agrees and understand the above.

3.49 Site Preparation

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

Apogee agrees and understand the above.

3.50 Assignment

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

Apogee agrees and understand the above.

3.51 Survival

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

Apogee agrees and understand the above.

3.52 Lease Agreements

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

Apogee agrees and understand the above.

3.53 Vendor Disclosure Statement

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

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

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

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

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.

Apogee agrees and understands the above.

Quarterly Report Example

ALABAMA JOINT PURCHASING

QUARTERLY USAGE REPORT

VENDOR: APOGEE

PERIOD: JANUARY 1, 2022-MARCH 31, 2022

Customer Name: Sample University A

Annual Contract Value: \$240,000

Effective Date: January 1, 2022

Service Term: 60 months

Customer Name: Sample University B

Annual Contract Value: \$540,000

Effective Date: February 15, 2022

Service Term: 60 months