



Letter of Transmittal

CMA Technology Solutions
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Baton Rouge, La 70810
(225) 927-9200
www.cmaontheweb.com

February 01, 2022

Subject: Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement
Bid # ACCS 2022-01

This letter is to transmit that CMA Technology Solutions is officially submitting a response to the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement Bid # ACCS 2022-01, due on February 01, 2022. Mr. Marty Mackey is authorized to negotiate on behalf of and contractually obligate CMA Technology Solutions in an agreement with the Alabama Community College and Alabama Higher Education System.

The following information pertaining to Marty Mackey is provided for use of the evaluation committee:

Mr. Marty Mackey
VP Sales, CMA Technology Solutions
Phone: 225-927-9200 x 446
Email marty.mackey@cmaontheweb.com

For clarification to any information contained in the bid reply the evaluation committee may contact Joe Krob in addition to Marty Mackey.

Mr. Joe Krob
Primary Account Manager, CMA Technology Solutions
Phone: 228-327-0046
Email Joe.Krob@cmaontheweb.com

CMA Technology Solutions accepts the Conditions Governing the Procurement.

Marty Mackey acknowledges the receipt of all amendments to this Request for Bid.

Marty Mackey,

VP Sales and Marketing
CMA Technology Solutions

Evaluation Submission Form

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: _____ CMA Technology Solutions _____ Last Updated:
 _____ 2/01/22 _____

JPA Website Address: _____ www.accs.cc _____

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Marty Mackey	225-927-9200	mmackey@cmaontheweb.com
Sr. Account/Sales Manager(s) (by region if necessary)	Joe Krob	228-327-0046	Jkrob@cmaontheweb.com
Account/Sales Manager(s) (by region if necessary)	Joe Krob	228-327-0046	Jkrob@cmaontheweb.com
Technical Support	Dave Renoud	225-927-9200	drenoud@cmaontheweb.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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Response to General Requirements and Specifications

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.

CMA Technology Solutions is responding to the JPA procurement with Professional Services which include Cloud Solutions and Engineering Services. We are not providing any solutions which require ISO 9001 certification.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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).

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

[CMA Technology Solutions acknowledges the above section and agrees.](#)

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.

[CMA Technology Solutions acknowledges the above section and agrees.](#)

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.

[CMA Technology Solutions acknowledges the above section.](#)

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.

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.

Product and Service Delivery Overview

CMA Technology Solutions Overview

CMA Technology Solutions was established in 1984. CMA Technology Solutions is registered in the State of Louisiana as Cherbonnier, Mayer & Associates, Inc. dba CMA Technology Solutions (CMA). CMA's primary location is:

8180 YMCA Plaza Drive
Baton Rouge, Louisiana 70810

Phone: 225-927-9200

Website: <http://cmaontheweb.com>

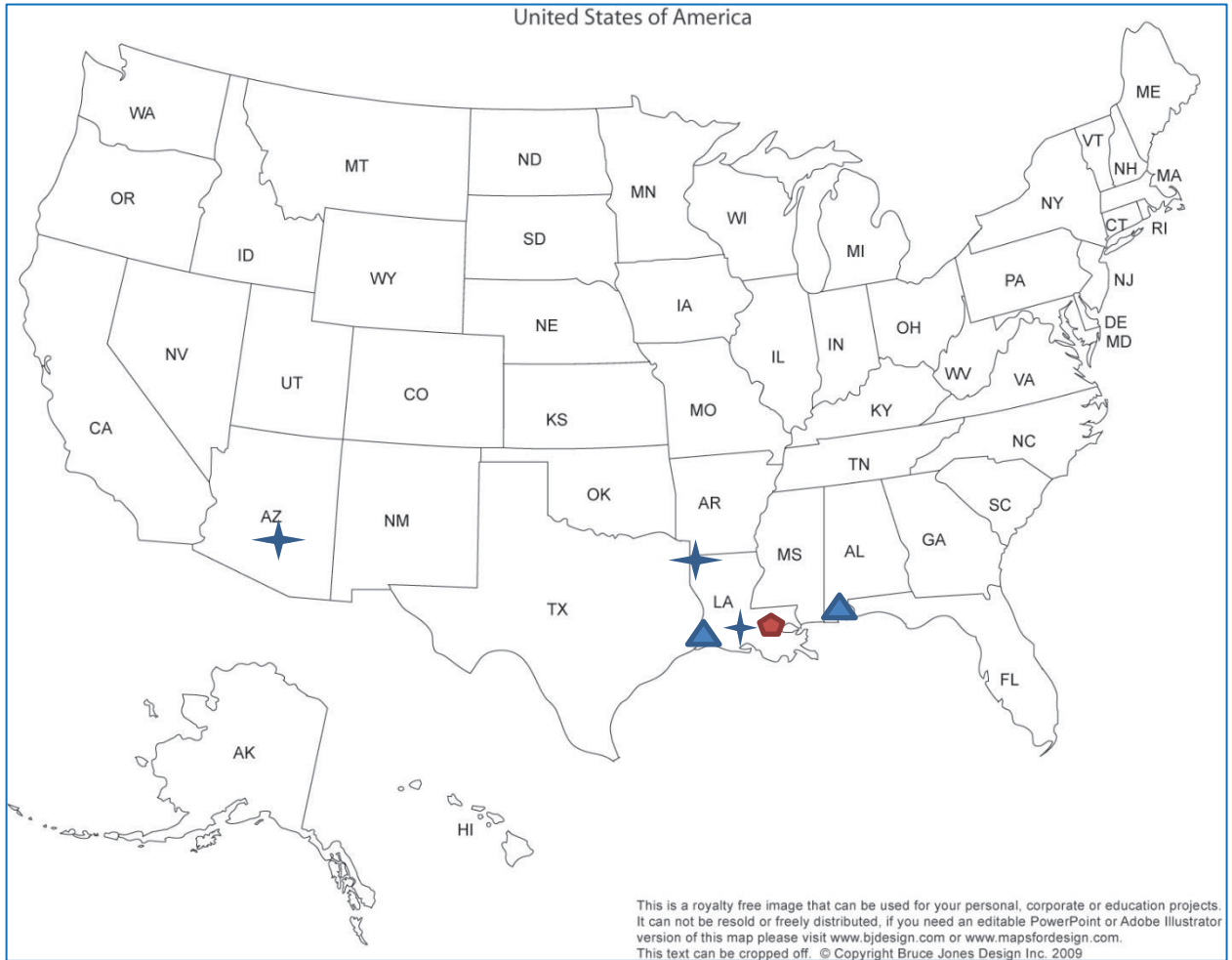
CMA also supports home office locations in:

- Alexandria, Louisiana
- Lake Charles, Louisiana
- Silverhill, Alabama

CMA employs approximately 74 personnel and serves a diverse set of businesses. CMA possesses extensive skills in IT infrastructure design and implementation, with a focus on Managing IT and Business Continuity. Approximately twenty-eight (35) of CMA's workforce are computer engineers with a wide variety of industry recognized certifications.

CMA is SOC2 Type II certified along with MSP/Cloud Verify from the MSP Alliance.

CMA Geographic Coverage Area



Facilities	Icon	Location	CMA Personnel	Partner Resources
Sales Office	▲	Silverhill, AL	1	
Sales and Service Office	⬠	Baton Rouge, LA	68	25+
Cloud Service Provider	★			
Sales and Service Office	▲	Lake Charles, LA	1	
Cloud Service Provider	★	Phoenix, AZ		25+
Cloud Service Provider	★	Shreveport, LA		10+

The above map illustrates the facilities which are relevant to the services CMA Technology Solutions is proposing to provide in response to the Alabama Community College System & Higher Education Joint Purchasing Agreement.

The Services proposed by CMA Technology Solutions are:

- CMA FastCloud for Power i Hosting
- CMA FastCloud for Power i Business Recovery
- CMA FastCloud Connect for VMware environments
- Monitoring and Administrative Services for Power i Systems
- Document Management Software as a Service for Power i Systems
- Engineering Services

Delivery of CMA Services

CMA Technology Solutions service delivery will begin with a technology consultation with the prospective institution. Through this no charge discussion requirements will be developed. CMA will then translate requirements into a solution design that is directly related to the offerings contained within this bid response. After review and acceptance of the proposal, per the terms and conditions of the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement Bid # ACCS 2019-01, CMA Technology Solutions will initiate a project plan with the institution to implement the proposed technologies. Upon completion of the project the solution delivered will either be turned over to the institution or managed by CMA as the procurement requires.

Relative to service deliver in the area, it is important to note that cloud and supporting managed services, by their nature originate in remote facilities. For example, institutions seeking Cloud Services for backup and recovery will more likely than not want additional copies of data geographically removed from their existing IT footprint. Likewise, it has been the experience of CMA that remote delivery of managed services is acceptable. In some unique cases CMA may need to come on-site for the delivery of services and in this case it is likely service personnel would come out of the CMA office in Baton Rouge, La.

The table below represents service delivery location from which CMA services originate:

CMA Technology Solutions Offering	Service Delivery Location (s)
CMA FastCloud Poweri Hosting	<ul style="list-style-type: none"> • Shreveport, LA • Phoenix, AZ
CMA FastCloud Poweri BRS	<ul style="list-style-type: none"> • Shreveport, LA • Phoenix, AZ
CMA FastCloud VMware	<ul style="list-style-type: none"> • Phoenix, AZ
Monitoring & Administrative Services Poweri	<ul style="list-style-type: none"> • Baton Rouge, LA
Document Management SaaS Poweri or Windows	<ul style="list-style-type: none"> • Shreveport, LA
Engineering Services	<ul style="list-style-type: none"> • Baton Rouge, LA

Availability of Technical Support

CMA maintains certifications as required by our partner Cloud Service Providers, as well as the technologies required for successful service delivery. While these certifications are numerous, CMA is

available to discuss specific and relevant certifications during the solution development process and certainly before a binding Purchas Order would be issued.

Problem Resolution

CMA Cloud and Managed Services Engagements Problem Resolution

Each Cloud and Managed Service engagement includes a customer support plan. Institutions who engage CMA for services rendered under this procurement will receive information on how to contact CMA for assistance. Below is an example of how an Institution would engage in an Incident Notification:

Incident Notifications and Requests

Incident Notification and other support processes will be discussed in detail during Implementation. High level information is below.

Incident Notification may be generated either by Service Provider or by Client.

Client may initiate Support Tickets or other requests only by this process:

1. Call to Service Provider Managed Services Support Desk: 225-763-2060
2. Email to Service Provider Managed Services Email address: help@cmaontheweb.com
3. Initiate ticket with appropriate information leveraging Service Provider’s ticketing system

All Severity 1 Incidents must be followed up with a phone call to the Service Provider’s Managed Services Support Desk.

Service Provider may initiate the incident notification. In this case, Service Provider’s monitoring systems notifies Service Provider’s support personnel of the incident. When this occurs, the on call Service Provider’s engineer will notify Client via email and/or phone of the incident. The Service Provider Engineer will then document the notification has occurred.

CMA Professional Services Engagements Problem Resolution

Engagements for Professional Services are generally managed directly with the service delivery team. The contact can be directly with the perform resource assigned to service delivery, the service delivery manager or through one of the contact methods listed in the Incident Notifications and Requests procedures listed above.

Escalation Procedures

An example of an escalation procedure is provided below. While procurements for Cloud and Managed Services under this bid will vary, the general approach will follow this example.

Response Time SLO requirements are governed by the **Support Escalation Matrix**.

Reporting Method	Problem Record Generation	Priority Response & Escalation			
		Sev-1	Sev-2	Sev-3	Sev-4
Alert	Automation creates record				1. Service Provider PL engaged

Support Line	On Shift Coverage creates record	1. Service Provider engaged	1. Service Provider engaged	1. Service Provider engaged	2. Service Provider responds w/status to within 2 business days
Email	Automation creates record	2. Service Provider responds w/status to Client via phone < 2 hours	2. Service Provider responds w/status to Client < 4 hrs	2. Service Provider responds w/status to client within 8 Regular business hrs or NBD	
Service Provider Ticketing System	User creates record	3. Service Provider will engage internal / external sources as needed	3. Service Provider will engage internal / external sources as needed	3. Service Provider will engage internal / external sources as needed	3. Service Provider will engage internal / external sources as needed

Escalation procedures for Professional Services engagements should be directed to the Primary Account Manager.

Customer Satisfaction

CMA makes great efforts to ensure all CMA customers are highly satisfied. CMA is not aware of any unresolved customer complaints which impact the delivery of services to CMA Cloud and Managed Service customers. When customers are concerned about any service CMA provides we take on the following actions:

- Meet immediately with the customer to understand what the concern is
- Outline a plan to resolve the concern
- Execute the actions required to address the concern
- Follow up to ensure the concern has been addressed

CMA does not classify customer requests for assistance as complaints. Requests for service, as represented by Help Desk ticket submissions are addressed on a prompt and reasonable fashion.

CMA management and ownership are on call and available to address any customer concerns in a timely fashion and to the satisfaction of our customers.

Value Added Services

CMA assumes Value Add Services to mean no cost services which are delivered to ACCS members and are of value, in that CMA is not billing for resources from which the ACCS member derives value.

Relative to service deliver in the area, it is important to note that cloud and supporting managed services, by their nature originate in remote facilities. More likely than not institutions seeking Cloud Services for backup and recovery will want these additional copies of data geographically removed from their existing IT footprint. Likewise, it has been the experience of CMA that remote locations for service delivery of managed services is acceptable. In some unique cases CMA may need to come on-site for the delivery of services and in this case it is likely service personnel would come out of the CMA office in Baton Rouge, La.

CMA provides highly skilled engineers in the delivery of all Cloud and Managed Services. CMA engineers maintain required certifications in the technologies necessary to deliver the solutions proposed in the RFB. CMA engineers are involved in the following no charge, added value services:

- Pre-sales requirements review

- Pre-sales solution design
- Post implementation Question & Answer support

Implementation services and set up fees presented as Engineering Services are billable. Any travel and living expenses, if required are billed separately from this bid response and as “actual expenses”. CMA will follow State of Alabama expense reimbursement per diems if defined in advance of travel and accepted by CMA as reasonable.

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.

CMA Technology Solutions acknowledges the above section and agrees

CMA is not proposing commoditized products to the ACCS. We anticipate the volume of services consumed by ACCS members would be in line with the quarterly reporting requested above.

SAMPLE REPORT

Contract #: ACCS-2019-01

ACCS Member	PO Reference	Service Subscription	Quarter Procured	Category	Amount
ABC Community College	P.O. 12345	Engineering Services	2Q	Professional Services	\$1,500.00
XYZ Community College	P.O. 67890	Poweri BRS	2Q	Professional Services	\$15,000.00
Total					\$16,500.00

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.

CMA Technology Solutions acknowledges the above section and agrees

CMA proposes that upon award of a JPA contract that a URL will be provided to assist procuring entities guidance and assistance with service information, part numbers, pricing and other related data to facilitate in the issuance of instructions to CMA to provide selected services. CMA will communicate to ACCS member the status of service delivery through CMA project managers and the CMA Primary Account Manager.

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
- Video Conferencing Equipment
- Multimedia Hardware
- Software
- Professional Services
- Other

Professional Services - CMA Technology Solutions is proposing to provide Professional Services only; these Professional Services are in the form of Cloud and Managed Services, as well as Hourly Professional Engineering Services.

The Professional Services proposed by CMA Technology Solutions are:

- CMA FastCloud for Power i Hosting
- CMA FastCloud for Power i Business Recovery
- CMA FastCloud Connect for VMware environments
- Monitoring and Administrative Services for Power i Systems
- Document Management Software as a Service for Power i Systems
- Engineering Services

CMA FastCloud for Power i Hosting provides ACCS members a cost effective cloud solution for Power i workloads. Power i hosting is located in SOC audited and compliant facilities in Bossier City, Louisiana and Phoenix, Arizona. CMA will work with the ACCS member to configure the amount of working memory, concurrent users and storage to meet the needs of the institution.

CMA FastCloud for Power i Business Recovery offers a cost effective solution for ACCS members who want to retain on premise Power i computing, yet need a business continuity option that does not require an investment in a secondary facility and equipment. Options to achieve required Recovery Time and Recovery Point Objectives are configurable.

CMA FastCloud Connect provides ACCS members cost effective data replication for VMware environments. ACCS members can protect their Windows environments easily by replicating data to off-site cloud storage. Monitoring of the replication process can be under the control of the ACCS member or CMA Technology Solutions. This offering enable files to be easily recovered and restored.

[Monitoring and Administrative Services for the Power i Systems](#) enable the ACCS member to supplement their IT staff with certified Power System engineer for daily, weekly and monthly management tasks.

[Document Management as a Service](#) provides ACCS members a secure hosted Document Imaging system that is among the most flexible, expandable, affordable, feature rich, and user friendly document imaging solution available today! By digitizing ACCS documents, photos, spool files, emails and faxes, this solution transforms piles of paper to organized files that can be securely moved and shared by the entire organization.

[Engineering Services](#) from CMA allow the ACCS members the ability to procure engineers with specific skills on an hourly and as needed basis. Certifications and practical work experience can be reviewed prior to engaging. All an ACCS member needs to do is contact the CMA Primary Account Manager and request assistance.

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

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

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

[CMA Technology Solutions is not responding to any of the above categories.](#)

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

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

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

[CMA Technology Solutions is not responding to any of the above categories.](#)

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

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

Video Conferencing Equipment
Other

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

[CMA Technology Solutions is not responding to any of the above categories.](#)

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

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

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

[CMA Technology Solutions is not responding to any of the above categories.](#)

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.

[Joe Krob](#)

[Primary Account Representative/Marketing Supervisor](#)

[21920 1st Street](#)

[PO Box 957](#)

[Silverhill, Al 36576](#)

[228-327-0046 Cell](#)

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.

Reference Name	Coastal Alabama Community College
Contact Person	Brian Strickland
Address	1900 Highway 31 South, Bay Minette, Al . 36507
Email Address	Brian.strickland@coastalalabama.edu
Telephone Number	251-580-2200
Description of Service Provided	CMA FastCloud Power I Hosting

Reference Name	Northeast Alabama Community College
Contact Person	Patricia Falk
Address	138 Alabama Hwy 35, Rainsville, AL. 35986
Email Address	pfalk@nacc.edu
Telephone Number	256-228-6001
Description of Service Provided	Veeam Cloud Connect

Reference Name	Bishop State Community College
Contact Person	Lee Thrasher
Address	351 North Broad St, Mobile, AL. 36603
Email Address	lthrasher@bishop.edu
Telephone Number	251-405-7072
Description of Service Provided	CMA hosting iSeries backup using VTL

Reference Name	Rex Lumber
Contact Person	Paul Watts
Address	5299 Alabama St. Graceville, Fl. 32440
Email Address	pwatts@rex-lumber.com
Telephone Number	850-263-2056
Description of Service Provided	CMA FastCloud Hosting

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

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

3.32 Title Passage

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

CMA Technology Solutions acknowledges the above section and agrees, however notes that we are replying to the bid with Professional Services only.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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).

CMA Technology Solutions acknowledges the above section and agrees, however notes that we are replying to the bid with Professional Services only.

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.

CMA Technology Solutions acknowledges the above section and agrees, however notes that we are replying to the bid with Professional Services only.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees, however notes that we are replying to the bid with Professional Services only.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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).

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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. CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

CMA Technology Solutions acknowledges the above section and agrees, however notes that we are replying to the bid with Professional Services only.

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.

CMA Technology Solutions acknowledges the above section and agrees, however notes that we are replying to the bid with Professional Services only.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

CMA Technology Solutions acknowledges the above section and agrees.

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.

[CMA Technology Solutions acknowledges the above section and agrees](#)

Vendor Disclosure Statement – Attachment A

The Vendor Disclosure document is provided as Attachment A and is directly behind this page.

Affidavit of Alabama Immigration Law Compliance – Attachment B

The Affidavit of Alabama Immigration Law Compliance document is provided as Attachment B and is directly behind this page.