Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement

ACCS-2022-01

Submitted by:
Crosby Communications, LLC
6012 East Shirley Lane, Suite B
Montgomery, Alabama 36117

www.crosbycommunications.com
LETTER OF TRANSMITTAL

TO:        Alabama Community College System  
            Joint Purchasing Agreement  

From:    Crosby Communications, LLC  
            6012 East Shirley Lane, Suite B  
            Montgomery, Alabama 36117  

Date:    February 11th 2022  

Bid #:    ACCS-2022-01  

This letter is to inform you that Crosby Communications, LLC is officially responding to Request for Bid # ACCS-2022-01.  

Matt Jerles, Operations Manager, is authorized by Crosby Communications, LLC to contractually obligate the organization and to negotiate the contract on behalf of the organization. He can be contacted at 334-386-0291.  

Matt Jerles, Operations Manager, can be contacted at 334-386-0291 for any clarifications concerning this response.  

Crosby Communications, LLC accepts the Conditions Governing the Procurement.  

Crosby Communications, LLC acknowledges receipt of all amendments to the RFB.  

Regards,  

Matthew Jerles  
Operations Manager  
Crosby Communications, LLC
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 jpanotification@accs.edu

Vendor Name:  Crosby Communications, LLC,  Date:  2/11/2022
Website Address:  www.crosbycommunications.com

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Phone Number(s)</th>
<th>E-Mail Address(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contract Executive(s)</td>
<td>Matt Jerles</td>
<td>334-386-0291 <a href="mailto:mjerles@crosbycommunications.com">mjerles@crosbycommunications.com</a></td>
</tr>
<tr>
<td>Senior Account/Sales Manager(s) (by region if necessary)</td>
<td>John Medley – Montgomery Scott Smith - Montgomery Paul Botter -Birmingham</td>
<td>334-467-9510 <a href="mailto:jmedley@crosbycommunications.com">jmedley@crosbycommunications.com</a> 334-467-4140 <a href="mailto:ssmith@crosbycommunications.com">ssmith@crosbycommunications.com</a> 334-399-4180 <a href="mailto:pbotter@crosbycommunications.com">pbotter@crosbycommunications.com</a></td>
</tr>
<tr>
<td>Account/Sales Manager(s) (by region if necessary)</td>
<td>Nathan Johnson -Montgomery Scott Cook – Montgomery Robert Wilkes-Birmingham</td>
<td>334-467-1540 <a href="mailto:njohnson@crosbycommunications.com">njohnson@crosbycommunications.com</a> 334-425-0447 <a href="mailto:scook@crosbycommunications.com">scook@crosbycommunications.com</a> 334-399-4181 <a href="mailto:rwilkes@crosbycommunications.com">rwilkes@crosbycommunications.com</a></td>
</tr>
<tr>
<td>Technical Support</td>
<td>Robert Wilkes</td>
<td>334-386-0291 <a href="mailto:rwilkes@crosbycommunications.com">rwilkes@crosbycommunications.com</a></td>
</tr>
</tbody>
</table>

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

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INTRODUCTION

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

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

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

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

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

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

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

This procurement will result in a multiple source award.
Term – Bid awards issued under this Request for Bids shall be for an initial period of one year to renew automatically for one additional year if not canceled by The System prior to the one-year anniversary date of the award letter. The System shall have the option to extend awards for an additional (third) year by giving notice of such extension prior to the two-year anniversary of the award letter.
Crosby Communications, LLC has read and agrees to comply.

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

Crosby Communications, LLC has read and agrees to comply.

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

Crosby Communications, LLC has read and agrees to comply.
Definition of Terminology
This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

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

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

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

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

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

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

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

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

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

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

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

“Responsible vendor” means a company who submits a responsive bid furnishing, when required, information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.
“System” means any and all entities comprising the Alabama Community College System or any other eligible entity.

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

_Crosby Communications, LLC has read and agrees to comply._

**CONDITIONS GOVERNING THE PROCUREMENT**

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

_Crosby Communications, LLC has read and agrees to comply._

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

_Crosby Communications, LLC has read and agrees to comply._

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

Alabama Community College System  
Attn: ITS  
P.O. Office Box 302130 Montgomery, AL 36130-2130  
Email: ipa-notification@accs.edu  
Phone: 334-293-4507  Fax: 334-293-4507

_Crosby Communications, LLC has read and agrees to comply._

2.1.3 Deadline to Submit Written Questions
Potential vendors may submit written questions as to the intent or clarity of the RFB until close of business on February 4th, 2022.

_Crosby Communications, LLC has read and agrees to comply._

2.1.4 Response to Written Questions/RFB Amendments
Written responses to written questions and any RFB amendments will be posted online at: https://www.accs.edu/vendors/

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

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. The results will not be available to vendors until after an award is made. Bid results and tabulations will not be made available by telephone or mail. Information pertaining to complete files may be secured by visiting the System Office of the Alabama Community College System during normal working hours.

The bid opening will be held on Monday, February 14th, 2022, at 10:00 AM CST in the Presidents Conference Room at the System Office of the Alabama Community College System (135 South Union Street, 3rd Floor, Montgomery, Alabama 36104).

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

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

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

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

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

Crosby Communications, LLC has read and agrees to comply.

2.1.6 Bid Evaluation
An Evaluation Committee will perform the evaluation of bids.

Crosby Communications, LLC has read and agrees to comply.
2.1.7 Selection of Finalists
The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations or equipment demonstrations will be determined at this time (if deemed necessary).

*Crosby Communications, LLC has read and agrees to comply.*

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

*Crosby Communications, LLC has read and agrees to comply.*

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

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

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*
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).

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._
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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._
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.

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*
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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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:

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

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.

*Crosby Communications, LLC has read and agrees to comply. We meet the minimum requirements and will provide the System with certification of insurance upon notification of award and prior to issuance of contract as requested.*

### 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.

*Crosby Communications, LLC has read and agrees to comply.*

### SPECIFICATIONS

This section contains specifications and relevant information vendors should use for the preparation of their responses. Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

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

*Crosby Communications, LLC has read and agrees to comply.*

*Crosby Communications, LLC was established in 2005. Since then, we have served customers across the Southeast in various vertical markets including commercial, healthcare, government, municipal, manufacturing, industrial, and education. We provide services that include the design and installation of Video Surveillance, Access Control, and Structured Cabling. Crosby Communications, LLC holds the following licenses and qualifications:*

Alabama G.C. # 50192  
AESBL # 1601  
Florida L.V. # EG13000721  
Georgia L.V # LVU406701  
Tennessee G.C. # 70268  
BICSI, RCDD on Staff  
BICSI, Installer 2, Fiber Certified  
BICSI, RTPM on Staff  

*Crosby Communications, LLC is responding to the Video Surveillance, Access Control, and Structured Cabling (Professional Services) portions of the RFB. With offices in Montgomery, Birmingham, and Mobile, we can comfortably serve the Alabama Community College System Institutions and Other Participants across the state.*

**Corporate Office**  
Montgomery, Alabama  
6 – Managers  
33 – Technicians  

**Branches**  
Birmingham, Alabama  
Mobile, Alabama  
1-Manager  
1-Manager  
3-Technicians  
1-Technician
With technology constantly evolving, Crosby Communications, LLC continues to stay up to date with industry trends and training, including continuous education with AESBL, BICSI, and our manufacturer partners. This allows us to provide the best value possible to our customers by offering them Electronic Security and Structured Cabling solutions that meets today’s needs with the future in mind.

Along with industry specific training, we also maintain a rigorous safety program which includes post-hire drug screenings, random drug testing, weekly safety meetings, and ongoing safety training.

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

Every project has a designated project manager assigned to it which allows for the customer to have access to that project manager’s office number, cell number, and email address. All of our managers are available 24/7 to respond to emergencies. Once contact is made to a manager regarding any issues, a resolution plan is determined between the manager and the customer. After the resolution plan is complete, the project manager will follow-up with the customer to ensure they are satisfied with the resolution. All of our current service contracts have a response time of less than 4 hours for all emergencies.

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

At Crosby Communications, LLC, customer retention is a top priority. We take pride in knowing that we have continued to serve many of the same customers as when the company began in 2005. We do not currently have formal satisfaction statistics or survey results, however, along with the references listed with our response to this RFB, we would be more than happy to supply additional references upon request.

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.

Crosby Communications, LLC’s Structured Cabling division provides services such as the installation of Cat5e, Cat6, Cat6A, Fiber Optic Cable, High Count Copper Cable, Coax, etc. We have extensive experience in cabling new facilities, renovations, building-out comm rooms, outside plant cabling, aerial cabling, directional bored pathways, and installation of wireless access systems. We hold certifications with every major structured cabling manufacturer which will be included with our response. These services, along with our Video Surveillance and Access Control services are offered across the state.
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.

*Crosby Communications, LLC has read and agrees to comply.*

*The following is an example of the quarterly report:*

Crosby Communications, LLC  
Quarterly Usage Report  
First Quarter  
Jan 2022-Mar 2022  
Contract#: ACCSA2022-99T

<table>
<thead>
<tr>
<th>ABC University</th>
<th></th>
<th>XYZ University</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Video Surveillance</td>
<td>$70,000</td>
<td>Structured Cabling</td>
<td>$150,000</td>
</tr>
<tr>
<td>Access Control</td>
<td>$40,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>GRAND TOTAL</td>
<td>$220,000</td>
</tr>
</tbody>
</table>

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
One of the ways that Crosby Communications, LLC adds value to our customers, is by offering Video Surveillance, Access Control, and Structured Cabling solutions that are specifically designed for the customer’s application. This type of design and consultation typically requires a site survey, which allows us to provide a proposal specifically addressing the customer’s unique needs and desired outcome. Often, we are able to present multiple solutions, showcasing the benefits of each solution, and allowing the customer to make a well-informed decision. This being the case, our website is not typically used as the vehicle to purchase products. However, if requested, Crosby Communications, LLC will work towards a platform that offers this type of functionality for the kinds of services we provide.

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

Crosby Communications, LLC has read and agrees to comply.

Crosby Communications, LLC is offering services in the following categories:

- Video Surveillance Solutions
- Key and Access Control Equipment
- Professional Services – Specifically, the installation of Structured Cabling such as Cat5e, Cat6, Cat6A, Fiber Optic Cable, High Count Copper Cable, Coax, etc.

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:
Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
Servers
Printers
Monitors
Storage
Networking Equipment
Audio and Video Conferencing Equipment
Multimedia Hardware
VOIP/Unified Communications Solutions
Video Surveillance Solutions
Key and Access Control Equipment
Software
Other

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

*Crosby Communications, LLC has read and agrees to comply.*

**Video Surveillance Solutions**
- Avigilon, a Motorola Solutions Company
- Uniview
- Milestone
- Axis

**Key and Access Control Equipment**
- Avigilon, a Motorola Solutions Company
- 3X Logic

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
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Key and Access Control 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.
Crosby Communications, LLC has read and agrees to comply.

Key and Access Control Equipment – Linux, Microsoft Windows

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
- Audio and Video Conferencing Equipment
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control 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.

The only software included in our response is that of the Video Surveillance and Access Control software that is necessary for a complete system. For example, along with Avigilon cameras, we can also provide Avigilon’s Video Management Software (VMS), where the user is able to utilize Avigilon’s platform to view cameras, adjust settings, etc. No other general-purpose software is being proposed.

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:
- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers Printers Monitors Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOIP/Unified Communications Solutions
- Video Surveillance solutions
- Key and Access Control 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 technical support services that are proposed.

Crosby Communications, LLC provides Structured Cabling services such as the installation of Cat5e, Cat6, Cat6A, Fiber Optic Cable, High Count Copper Cable, Coax, etc. We have extensive experience in cabling new facilities, renovations, building-out comm rooms, outside plant cabling, aerial cabling, directional bored
pathways, and installation of wireless access systems. We hold certifications with every major structured cabling manufacturer which will be included with our response.

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.

_Crosby Communications, LLC has read and agrees to comply._

_The following will function as the primary account representative as well as the marketing supervisor:_

_Matt Jerles_
_Operations Manager_
_Montgomery, AL_
_334-386-0291_
_mjerles@crosbycommunications.com_

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

_Crosby Communications, LLC has read and agrees to comply._

_Dave Brookshire_
_Faulkner University_
_5345 Atlanta Hwy_
_Montgomery, AL 36109_
_334-220-4664_
_Structured Cabling, Access Control, Video Surveillance_

_Michael Wesson_
(MAX Credit Union)_
_400 Eastdale Circle (main address but we’ve worked at multiple facilities)_
_Montgomery, AL 36117_
_334-260-2600_
_Structured Cabling_

_Rob Lomeli_
(International Paper)_
_100 Jensen Rd_
_Prattville, AL 36067_
_334-361-5000_
_Structured Cabling_
Rodney Smith  
Montgomery County Commission  
101 S Lawrence Street  
Montgomery, AL 36104  
334-832-1210  
Access Control, Video Surveillance

Bobby Chambers  
VT Miltope  
7037 Old Madison Pike  
Huntsville, AL 35806  
800-645-8673  
Structured Cabling, Access Control, Video Surveillance

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.

*Crosby Communications, LLC has read and agrees to comply.

*Greater discounts are possible on an individual project basis.

*Aavigilon Video Surveillance  
Cameras/ Mounting Accessories  8%  
NVR/DVR  8%  
Software  8%

*Aavigilon Access Control  
Devices  8%  
Hardware  8%  
Software  8%

*3X Logic  
Devices  15%  
Hardware  15%  
Software  15%

*Uniview  
Cameras/ Mounting Accessories  15%  
NVR/DVR  15%  
Software  15%
### Accessories

<table>
<thead>
<tr>
<th><em>Axis</em></th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cameras/ Mounting Accessories</td>
<td>3%</td>
</tr>
<tr>
<td>NVR/ DVR</td>
<td>3%</td>
</tr>
<tr>
<td>Software</td>
<td>3%</td>
</tr>
</tbody>
</table>

### Milestones

<table>
<thead>
<tr>
<th><em>Milestone</em></th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software</td>
<td>8%</td>
</tr>
</tbody>
</table>

### Basic Service Rates

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Installation</td>
<td>$85</td>
</tr>
<tr>
<td>Installation</td>
<td>$115</td>
</tr>
<tr>
<td>Project Management</td>
<td>$150</td>
</tr>
<tr>
<td>Engineering</td>
<td>$250</td>
</tr>
<tr>
<td>Field Service Tech</td>
<td>$115</td>
</tr>
<tr>
<td>Training</td>
<td>$125</td>
</tr>
<tr>
<td>Programming</td>
<td>$150</td>
</tr>
<tr>
<td>Travel</td>
<td>Billed as incurred</td>
</tr>
</tbody>
</table>

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

Crosby Communications, LLC has read and agrees to comply.

### 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.

Crosby Communications, LLC has read and agrees to comply.

### 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.

Crosby Communications, LLC has read and agrees to comply.
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.

*Crosby Communications, LLC has read and agrees to comply.*

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

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

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

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

C. Invoices
Invoices shall be submitted to the procuring entity.

*Crosby Communications, LLC has read and agrees to comply.*

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).

*Crosby Communications, LLC has read and agrees to comply.*

### 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.

*Crosby Communications, LLC has read and agrees to comply.*

### 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.

*Crosby Communications, LLC has read and agrees to comply.*

### 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.

*Crosby Communications, LLC has read and agrees to comply.*

### 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.

*Crosby Communications, LLC has read and agrees to comply.*
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.

*Crosby Communications, LLC has read and agrees to comply.*

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.

*Crosby Communications, LLC has read and agrees to comply.*

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).

*Crosby Communications, LLC has read and agrees to comply.*

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.

_Crosby Communications, LLC has read and agrees to comply._

### 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.

_One of the ways that Crosby Communications, LLC adds value to our customers, is by offering Video Surveillance, Access Control, and Structured Cabling solutions that are specifically designed for the customer’s application. This type of design and consultation typically requires a site survey, which allows us to provide a proposal specifically addressing the customer’s unique needs and desired outcome. Often, we are able to present multiple solutions, showcasing the benefits of each solution, and allowing the customer to make a well-informed decision. This being the case, our website is not typically used as the vehicle to purchase products. However, if requested, Crosby Communications, LLC will work towards a platform that offers this type of functionality for the kinds of services we provide._

### 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.

_Crosby Communications, LLC has read and agrees to comply._

### 3.47 Replacement Parts
Replacement parts may be refurbished with agreement of procuring entity.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

_Crosby Communications, LLC has read and agrees to comply._

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.

*Crosby Communications, LLC has read and agrees to comply.*

**BID FORMAT AND ORGANIZATION**

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

*Crosby Communications, LLC has read and agrees to comply.*

**4.1.1 Bid Organization**
The bid response must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

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

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

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

Crosby Communications, LLC has read and agrees to comply.

4.1.2 Letter of Transmittal
Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

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

Crosby Communications, LLC has read and agrees to comply.

4.1.3 Financial Documentation
Each response must be accompanied with the following documentation:

1. State of Alabama Disclosure Statement (Notarized)
2. Certificate of Compliance
3. Immigration Status Form
4. Current W-9
5. E-Verify Memorandum of Understanding with Articles (13 Pages)

Crosby Communications, LLC has read and agrees to comply.

EVALUATION

5.1 Evaluation Process
All responses will be reviewed for compliance with the mandatory requirements stated within the RFB.

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

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

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

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

*Crosby Communications, LLC has read and agrees to comply.*

**APPENDICES**

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

**Community Colleges**

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

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

**Military Academy**
Marion Military Institute, Marion, AL

**Statewide Development Training**
Alabama Technology Network (ATN), Montgomery, AL

**Other Participating Public Institutions of Higher Education**
Alabama Fire College, Tuscaloosa, Al
Alabama State University, Montgomery, AL
Athens State University, Athens, AL
Auburn University-Montgomery, Montgomery, AL
Jacksonville State University, Jacksonville, AL
Troy University, Troy, AL
University of Alabama, Tuscaloosa, AL
University of Alabama Birmingham - Birmingham, Alabama, AL
University of Alabama Huntsville - Huntsville, AL
University of North Alabama, Florence, AL
University of West Alabama, Livingston, AL

**Other Participating Public Institutions K-12**
Pike County Board of Education and Tuscaloosa County School System
February 10, 2022

Crosby Communications
6012B E Shirley Lane
Montgomery, AL 36117

To Whom It May Concern:

Please allow this letter to confirm that Crosby Communications with Headquarters in Montgomery, AL is currently a member of the Axis Channel Partner Program and an Authorized partner in good standing with Axis. Axis Communications Inc. certifies Crosby Communications to resell Axis Communications products and solutions.

If you have any questions or need further information, please contact Axis sales at (800) 444-2947 Option 1 or email me at Maryland.Santos-Madrid@axis.com.

Sincerely,

Maryland Santos-Madrid
Data Coordinator
Axis Communications, Inc.
NOTES

1) XProtect Corporate Base License (XPCOBT) allows the XProtect Corporate server software to be installed on an unrestricted number of servers per Software License Code. The client software can be installed on an unlimited number of workstations and at different locations. When purchased for 2014 or newer versions of XProtect Corporate, the base license includes one XProtect Smart Wall Base License (XPSWBL). To enable AAC Audio, two AAC audio licenses are included in the Base License.

2) Please refer to the Licensing Requirements on page 5 for further details.

3) One XProtect Corporate Milestone Interconnect Camera License (XPCOMIDL) is required per remote camera enabled in the central XProtect Corporate system. NB. An interconnected remote system without any enabled cameras will require one Milestone Interconnect Camera License.

4) To enable AAC audio, one AAC audio license per concurrent XProtect Smart Client using AAC audio is required. Two AAC audio licenses are included in the Base License, if you need additional AAC audio licenses, they are available in packs of 50 licenses.

5) Care Plus is mandatory for the whole XProtect Corporate installation (applicable to both XPCOBT and XPCODL licenses) for minimum one year after the initial purchase of the Base License (XPCOBT). Care Plus coverage purchased for the XProtect Corporate Base License (XPCOBT) also covers the included XProtect Smart Wall for 2014 or newer versions of XProtect Corporate.

6) Care Plus coverage purchased for the XProtect Corporate Base License (XPCOBT) also covers the included XProtect Smart Wall for 2014 or newer versions of XProtect Corporate and any associated Milestone Interconnect Device Licenses.

7) Can be used to Trade-in to newer versions of the same product.

LICENSING OF MILESTONE INTERCONNECT™
Milestone Interconnect allows a XProtect Corporate VMS system to access cameras residing in other video management systems. These systems can be other Milestone XProtect VMS systems or Arcules VSaaS cloud service. For a complete list of compatible products, please refer to Milestone website https://www.milestonesys.com/solutions/hardware-and-add-ons/milestone-addons/interconnect/milestone-interconnect-compatibility/.

One Milestone Interconnect Device License is required per camera in an interconnected remote site that is enabled in the central XProtect Corporate system. It is possible to interconnect a subset of the cameras in an interconnected system. Please note that an interconnected remote system without any enabled cameras will require one Milestone Interconnect Device License.

Interconnected remote systems are licensed independently via the normal licensing structure applicable for the particular product. Hence, interconnected remote systems do not require additional licenses when interconnected to a central XProtect Corporate system. This also includes products purchased before Milestone Interconnect was introduced.

XProtect Essential+
XProtect Essential+ is a full-featured version of Milestone's market-leading video management software (VMS) at no cost. With support for eight cameras, XProtect Essential+ is the perfect match for the smaller business owner who wants video surveillance to protect employees and assets. With the ability to integrate with other systems and applications, users can explore the Milestone community and the power of the open platform. If you want access to your system from anywhere, XProtect Essential+ provides it all. Whether you are on the go, on the job or at home, your system is only a click away. Why start anywhere else?

Free download address: https://www.milestonesys.com/
For information regarding XProtect Essential 2016 R2 or older version, please refer to the section Limited Available Products.
Lifecycle stage: General availability
Current version: 2022 R1
XProtect Clients

XProtect Smart Client
For Milestone XProtect IP video management software, the XProtect Smart Client is a powerful, easy-to-use client application for the daily operations of security installations. A streamlined interface helps improve usability, making it easy to monitor installations of all sizes, manage security incidents and access and export live and recorded video.
Continually setting the standard for usability in IP VMS products, the XProtect Smart Client provides an extremely efficient working environment that can be optimized for different tasks and operator requirements. Advanced investigation tools combined with the easy-to-navigate video timeline enable fast and accurate examination of incidents. Export options, including digital signature, enable you to more efficiently and securely export video evidence.
Lifecycle stage: General availability
Current version: 2022 R1

LICENSES
XProtect Smart Client can be used free of charge with all Milestone XProtect video management products and Milestone Husky NVR units.

XProtect Web Client
Designed for XProtect video management software (VMS), Milestone Husky™ NVRs and Milestone Husky™ Video Surveillance Appliance Products, XProtect® Web Client is an intuitive web-based interface to view, play back and share video. It provides instant access to all essential functions and it is quick to learn and simple to operate for users of all skill levels. Available in 31 languages, XProtect Web Client provides remote access to the surveillance system from all common browsers and computer operating systems. XProtect Web Client runs on any Internet-enabled computer or device without installation, including optional browser plug-ins. It offers system scalability and an optimized user experience in systems with many users.
Lifecycle stage: General availability
Current version: 2022 R1

LICENSES
XProtect Web Client can be used free of charge with all Milestone XProtect video management products and Milestone Husky NVR units.

XProtect Mobile
XProtect Mobile is a free application for Apple® and Android™ devices that allows users to view video instantly using smartphones or tablets. It operates seamlessly with all XProtect® video management software (VMS), Milestone Husky™ NVRs, Milestone Husky™ Video Surveillance Appliance Products and the Milestone Arcus™ platform via Wi-Fi, 3G or 4G connections. With XProtect Mobile users can view, play back and export video, manage access control and push live video from the device's camera, allowing users to see what's important regardless of their location. XProtect Mobile is available in 31 different languages, allowing users to work with the application in their native language.
Lifecycle stage: General availability
Current version: 2022 R1

LICENSES
XProtect Mobile can be used free of charge with all Milestone XProtect video management products and Milestone Husky NVR units.

However, to use Video Push, a device license is required for each XProtect Mobile device from which users shall be able to push video. The price of the device license is determined by the specific Milestone product being used.
XProtect Screen Recorder

The XProtect Screen Recorder is a function that enables Milestone XProtect IP video management software to inconspicuously capture screen recordings of any Windows-based PC or point-of-sale terminal. Captured screen recordings are managed in the same way as video (camera) data in the XProtect VMS. This feature helps manage loss and fraud by monitoring the use of business systems and documenting customer transactions. XProtect Screen Recorder improves efficiency by allowing you to audit staff activities and conduct training and education. The XProtect Screen Recorder works seamlessly with all Milestone XProtect VMS products.

Lifecycle stage: General availability
Current version: 2022 R1

LICENSES

Although the XProtect Screen Recorder is not subject to licensing as such, one (1) device license in the Milestone XProtect video management product or Milestone Husky NVR unit is needed per monitored PC or POS equipment.
NOTES

1) Gives the right to deploy and use the XProtect Retail solution on unlimited number of servers and sites for the given installation (legal entity).

2) One XProtect Retail Connection License (XPRCL) is required for each device, such as POS, till, scanner, etc., that is connected to the XProtect Retail solution.

3) Includes one week of XProtect Retail Integration Assistance for integration of customer specific databases and business systems. Additional integration work may be required dependent on the nature and complexity of the integration. Service is mandatory with any purchase of XProtect Retail. Travel time is charged at a reduced rate and travel costs are covered by the customer, using the Travel Expenses Voucher (MSTXP).

4) Daily rate for additional Retail specific integration services. Travel time is charged at a reduced rate and travel costs are covered by the customer, using the Travel Expenses Voucher (MSTXP).
NOTES

1) Milestone Husky X series NVRs are preloaded with Milestone XProtect Advanced VMS, which means that they can be used with the following XProtect VMS variants: Express+, Professional+, Expert and Corporate, where required licenses are obtained separately. The units can also be used with XProtect Essential+ with up to 8 cameras for free. The unit has 8 disk bays (all 8 bays need to be used), where disks and trays or only trays are purchased separately.

2) HDDs are optional to purchase, but can only be purchased in conjunction with barebones. The SKU can only be purchased in multiples of 2 (No upper purchasing limit) Trays are included. Total storage is 16TB, 24TB, 32TB, 40TB, 48TB & 56TB respectively per tray; per X8 with 2 trays of HDD’s total storage is 32TB, 48TB, 64TB, 80TB, 96TB & 112TB.

3) Trays need to be purchased, when no HDDs are purchased and can only be purchased in conjunction with barebones. It is required to always purchase the 4-pack in pairs for a total of 8 trays.

Visit the Husky Support page for compatible HDDs - https://www.milestonesys.com/Husky-support
Milestone Husky IVO Video Surveillance Appliances

Power to Perform.
Introducing the new Milestone Husky™ IVO.

The new Milestone Husky™ IVO series offers a range of appliances to cover almost all solution needs. Whether it's for simple installation, maximum uptime, or critical data storage, there's a Husky for you.

This new scalable portfolio is designed to fit numerous XProtect use cases to give you the most from your installation. From the small corner store to the massive football stadium, Husky's range works seamlessly with XProtect to provide the performance and reliability needed to get the most out of your surveillance solution.

Key benefits:
• Optimized for XProtect so that you can achieve more with your video solution
• Easy to install, use and maintain - pre-loaded with XProtect
• Single point of support for both hardware and the VMS
• Prepared for evolving needs

The portfolio contains 6 products, each with multiple storage options available. All appliances in this series come with a standard, 5-years warranty.

For more information about the new Milestone Husky™ portfolio, along with the services available, check our webpage: https://milestone-new-husky-series.webflow.io/

Use the Milestone Husky Calculator to select the optimal Husky solution with confidence

HUSKY AVAILABILITY
Please check for availability of Husky IVO in your country on our website: https://content.milestonesys.com/collections/view/D1B3983B-9265-4C47-B656E817B4D0FA9D/?mediaId=C689EDE4-D660-4452-B6328C30D95A149E

MILESTONE CARE OPTIONS
There are no Care Plus or Care Premium options available for the Husky IVO Video Surveillance Appliance Products. Instead Care services can be purchased for the specific XProtect VMS used on the Husky IVO Video Surveillance Appliance Products.

TRADE-IN CREDIT
Trade-in of Milestone Husky products is not available.

SALES RETURN
Please note that, according to Milestone policy, there shall be no sales returns of Husky IVO products after placing the orders in Milestone Store. For more information, please check your commercial agreement with Milestone.
Milestone Services

As a complement to Milestone's video surveillance products, Milestone offers a portfolio of services designed to maximize the value of Milestone products for partners and customers. The service portfolio includes a wide range of customization and post-sales services:

- **Custom Development** - a customization and integration service enabling Milestone ecosystem partners to meet specific customer needs by fully explore the utilize of Milestone’s open platform technology
- **Milestone Professional Services** - a portfolio of system deployment and optimization services designed to unlock the full potential of Milestone installations while optimizing the system performance for a problem-free and stable operation

**Custom Development**

Milestone's XProtect open platform software allows for integration with the widest choice of third-party applications and business systems via the Milestone Integration Platform (MIP). The open architecture of XProtect provides endless possibilities to create custom, powerful video management solutions.

The Milestone Custom Development service offers assistance in developing, installing and supporting tailor-made integrated solutions. We also deliver services and software that enable our partners to offer complete solutions that match customer needs for IP-based video surveillance systems. Our experienced consultants have broad experience integrating 3rd-party applications and business systems into tailor-made XProtect software including:

- Access control
- Alarm systems
- Video analytics
- Point-of-sale (POS) systems
- Enterprise resource planning (ERP) databases

Each integrated solution is managed by a dedicated project leader and developed by one or more senior developers to ensure functionality and quality. Solutions are also tested in-house by the Milestone Test Department. All consultancy department staff members are senior engineers with a bachelor's or master's degree and many years' experience in the industry, ensuring a high-quality solution.

Not only can we provide you with expertise, the consultancy department also offers in-depth training of the MIP Software Development Kit (SDK), the comprehensive tool used to create applications for XProtect. The hands-on training is beneficial for experienced developers who want to create their own integration for XProtect software.

For more information about our consultancy services, contact us at Consultancy@milestonesys.com. Custom Development services cannot be ordered via Milestone Store.

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>SKU ID</th>
<th>Name</th>
<th>MSRP</th>
<th>USD</th>
<th>Note</th>
</tr>
</thead>
<tbody>
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<td>Custom Development</td>
<td>MSCD</td>
<td>Milestone Custom Development Service, per day</td>
<td>Call for Quote</td>
<td>2</td>
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</table>

**NOTES**

2) Travel time is charged at a reduced rate and travel costs are covered by the customer, using the Travel Expenses Voucher (MSTXP).
**Professional Services**

Milestone Professional Services is a portfolio of system deployment and optimization services designed to unlock the full potential of Milestone installations while optimizing the system performance for a problem-free and stable operation.

*Note: Milestone Professional Services are subject to availability, can be provided in-house or outsourced, and their price may vary accordingly.*

**Quick Start-Up Services**

The Quick-start Up service is a remote installation and configuration service for new Milestone installations. Drawing on Milestone's broad system experience, the service ensures that the implementation is in accordance to best practices and that the system is tuned to ensure optimal performance for the specific customer application.

Minimum service engagement: 4 hours

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<tr>
<th>SERVICES</th>
<th>SKU ID</th>
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<tbody>
<tr>
<td></td>
<td>MSQSH</td>
<td>Quick Start-up Service, per hour</td>
<td></td>
<td>Call for Quote</td>
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</tbody>
</table>

**System Start-Up Services**

The System Start-Up service is an onsite installation and configuration services for new Milestone installations. Drawing on Milestones broad system experience the service ensures that the implementation is executed according to best practices and that the system is tuned for optimal performance for the specific customer application. During the on-site service execution, the Milestone Engineer work together with the Milestone Partner and the end-customer, which not only ensures that everything is installed and configured properly, but also that competence about the installation is transferred.

Minimum service engagement: 1 day

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<tr>
<th>SERVICES</th>
<th>SKU ID</th>
<th>Name</th>
<th>MSRP USD</th>
<th>Note</th>
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<tr>
<td></td>
<td>MSSSH</td>
<td>System Start-up Service, per hour</td>
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<tr>
<td></td>
<td>MSSSD</td>
<td>System Start-up Service, daily rate</td>
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<td>Call for Quote</td>
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</table>
Upgrade Assistance Services
The Upgrade Assistance service is designed to assist end-customers who want to upgrade their existing Milestone XProtect software to the newest version, and gain access to the latest functions and capabilities. The service is relevant to end-customers that subscribe to the Milestone Care Plus service (formerly Software Upgrade Plan – SUP).

Minimum service engagement: 1 day

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<tr>
<th>SERVICES</th>
<th>SKU ID</th>
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<th>MSRP</th>
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<tr>
<td></td>
<td>MSUAH</td>
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<tr>
<td></td>
<td>MSUAD</td>
<td>Upgrade Assistance Service, daily rate</td>
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</tr>
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System Health Check Services
The System Health Check service is an audit of installed software and hardware configurations. This service ensures that the configuration of the installation is aligned with Milestone's best practices and ensures optimal performance. Observed deficiencies and system optimization recommendations will be documented in a service report and delivered upon completion of the service.

Minimum service engagement: 1 day

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<tr>
<th>SERVICES</th>
<th>SKU ID</th>
<th>Name</th>
<th>MSRP</th>
</tr>
</thead>
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<tr>
<td></td>
<td>MSHCD</td>
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</tr>
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</table>
Customized Services
With Customized Service, Milestone's skilled Engineers are available to provide tailored and customer-specific solutions. The expertise of Milestone Engineers is relevant in installation planning, acceptance testing, remote installation support and post-installation audits. All concluded service engagements are fully-documented.

Minimum service engagement: 1 day

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<thead>
<tr>
<th>SERVICES</th>
<th>SKU ID</th>
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<th>MSRP</th>
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<tr>
<td>Customized Services, daily rate</td>
<td>MSCSD</td>
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<td>USD</td>
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</table>

System Design Services
The System Design Service is an onsite demo-to-win installation and configuration service. The implementation is executed with test licenses and replicates fully the network, CPU and storage load for the camera count and video feeds specified for the proof of concept.

Minimum service engagement: 1 day

<table>
<thead>
<tr>
<th>SERVICES</th>
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<th>Name</th>
<th>MSRP</th>
</tr>
</thead>
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</tr>
<tr>
<td>System Design Service, daily rate</td>
<td>MSSDD</td>
<td>Call for Quote</td>
<td>USD</td>
</tr>
</tbody>
</table>
End-customer Training Services

The End-Customer training Service is an onsite class where attendees learn best practices in using the Milestone software for their specific operational needs. This service is not a Professional Service and instead sold directly to the End-Customer by Milestone.

Minimum service engagement: 1 day

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>SKU ID</th>
<th>Name</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSECT</td>
<td></td>
<td>End-customer Training</td>
<td>Call for Quote</td>
</tr>
</tbody>
</table>
Retiring or Terminated Products

Milestone products have a lifecycle with several stages, depending on their availability and support. For more information on the details of each stage and how it applies to the different products, please refer to page 6 for further information on the Product Lifecycle.

Terminated Products

Although a Milestone product reaches the Terminated stage, there will still be options for expansion and self help support resources. Please refer to our product lifecycle on page 6 for more information.

TRADE-IN CREDIT
As part of Milestone XProtect and described in more detail on page 7, it is under attractive terms possible to trade-in terminated Milestone software products in exchange for a more recent offering.
For quotes on possible trade-ins of older Milestone products please reach out to your local sales support.
Please refer to page 3 for contact details.