



245 Riverchase Parkway East
Suite 100
Hoover, AL 35244

The Alabama Community College System
135 South Union Street
Suite 520
Montgomery, Alabama 36104

RE: Letter of Transmittal, Bid #: ACCS-2022-01

To whom it may concern:

Layer 3 Communications is a data network consulting firm specializing in local and wide area networking. Our areas of expertise include network design, infrastructure upgrades, relocation services, and large project implementations. Layer 3 Communications is submitting a response to The Alabama College System bid number ACCS-2022-01. We have received any and all amendments to this RFB.

Rodney Turner, CEO of Layer 3 Communications, and Marc Neely, Account Executive, are both authorized to contractually obligate, clarify, and negotiate this contract on behalf of Layer 3 Communications. Rodney Turner and Marc Neely can both be contacted by calling (770) 225-5300.

By submitting our response, Layer 3 Communications, accepts the conditions governing the procurement set forth in bid number ACCS-2022-01, sections 2.1 through 2.1.9.

Sincerely,

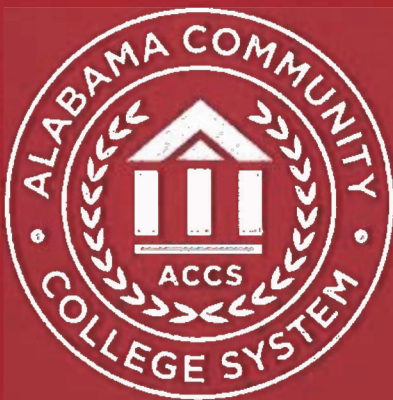
A handwritten signature in blue ink, appearing to read "M. Neely", is written over the printed name.

Marc Neely
Account Executive
Layer 3 Communications
(770) 225-5300

ALABAMA COMMUNITY COLLEGE SYSTEM & HIGHER ED.

Joint Purchasing Agreement Request for Bid

*MANUFACTURER SUPPLIED TECHNOLOGY EQUIPMENT WITH PERIPHERALS,
SOFTWARE, NETWORKING, EQUIPMENT, MAINTENANCE AND PROFESSIONAL
SUPPORT SERVICES BID*



February 2022

Date: January 18th, 2022

Bid #: ACCS-2022-01

Submission Deadline: February 11th, 2022, at 4:00 PM CST

Alabama Community College System and other Alabama Higher Education Entities

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INTRODUCTION

I. I 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.

Layer 3 Communications has read and understood.

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.

Layer 3 Communications has read and understood.

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.

Layer 3 Communications has read and understood.

Definition of Terminology

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

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

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

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

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

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

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

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

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

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

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

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

"Responsible vendor" means a company who submits a responsive bid furnishing, when required, information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

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

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

Layer 3 Communications has read and understood.

CONDITIONS GOVERNING THE PROCUREMENT

2.1 Explanation of Events

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

Layer 3 Communications has read and understood.

2.1.1 Issue of RFB

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

Layer 3 Communications has read and understood.

2.1.2 Clarification and Responses

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

Alabama Community College System
Attn: ITS
P.O. Office Box 302130 Montgomery, AL 36130-2130
Email: jpa-notification@accs.edu
Phone: 334-293-4507 Fax: 334-293-4507
Layer 3 Communications has read and understood.

2.1.3 Deadline to Submit Written Questions

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

Layer 3 Communications has read and understood.

2.1.4 Response to Written Questions/RFB Amendments

Written responses to written questions and any RFB amendments will be posted online at:

<https://www.accs.edu/vendors/>

Layer 3 Communications has read and understood.

2.1.5 Submission of Bid

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

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

System during normal working hours.

The bid opening will be held on Monday, February 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.

Layer 3 Communications has read, understood, and will comply.

2.1.6 Bid Evaluation

An Evaluation Committee will perform the evaluation of bids.

Layer 3 Communications has read and understood.

2.1.7 Selection of Finalists

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

Layer 3 Communications has read, understood, and will comply

2.1.8 Clarification from Finalists

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

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read and understood.

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.
Layer 3 Communications has read, understood, and will comply. Please See Attachment A

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.

Layer 3 has read, understood, and will 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).

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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.

Layer 3 Communications has read, understood, and will 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. 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.

Layer 3 Communications has read, understood, and will comply.

3.13 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.

Layer 3 Communications has read, understood, and will comply.

3.14 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.

Layer 3 Communications has read, understood, and will comply.

3.15 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.

Layer 3 Communications has read, understood, and will comply.

3.16 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.

Layer 3 Communications has read, understood, and will comply.

3.17 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.

Layer 3 Communications has read, understood, and will comply.

3.18 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.

Layer 3 Communications has read and understood.

3.19 Insurance

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

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory-Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)

Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

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

Layer 3 Communications has read, understood, and will comply.

3.20 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.

Layer 3 Communications has read, understood, and will 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.

3.21 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.

Layer 3 Communications has read, understood, and will comply. Please see Attachment B

3.22 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.

Layer 3 Communications agrees to provide quarterly utilization reports to the System based upon the schedule and minimum content as describe above. Within two weeks of the end of each quarter, Layer 3 Communications will deliver these reports to an assigned employee of The System. Please see Attachment C

3.23 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.

Layer 3 Communications will provide an electronic copy of the recent price guide in Excel format to be uploaded to the Alabama College Systems Procurement web site. Additionally, Layer 3 Communications will provide and maintain an Internet website that contains the complete price guides, as well as, product specifications and options. Layer 3 Communications will assign Greg Smith, manager, as the point of contact to provide procuring entities guidance and assistance with product selection, purchase order tracking, or any reports required.

3.24 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

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.

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.

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.

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.

Layer 3 Communications has read, understood and will comply

3.25 Privacy 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.

Marc Neely will be the primary account representative responsible for the performance of this agreement. Marc is located in Birmingham, AL. Rodney Turner will be the supervisor who will be responsible for the performance of this agreement. Rodney is located in Norcross, GA.

3.26 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.

Layer 3 Communications has read, understood and will comply.

3.27 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.

Layer 3 Communications has read, understood and will comply

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

Layer 3 Communications has read, understood and will comply.

3.28 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.

Layer 3 Communications has read, understood and will comply.

3.29 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.

Layer 3 Communications has read, understood and will comply.

3.30 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.

Layer 3 Communications has read, understood and will comply.

3.31 Title Passage

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

Layer 3 Communications has read, understood and will comply.

3.32 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.

Layer 3 Communications has read, understood and will comply.

3.33 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

Layer 3 Communications has read, understood and will comply.

3.34 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.

Layer 3 Communications has read, understood and will 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.

Layer 3 Communications has read, understood and will comply.

C. Invoices

Invoices shall be submitted to the procuring entity.

Layer 3 Communications has read, understood and will comply.

3.35 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, 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).

Layer 3 Communications has read, understood and will comply.

3.36 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.

Layer 3 Communications has read, understood and will comply.

3.37 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.

Layer 3 Communications has read, understood and will comply.

3.38 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.

Layer 3 Communications toll free technical support telephone line is: 1 (866) 535-3924

3.39 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.

Layer 3 Communications has read, understood and will comply.

3.40 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.

Layer 3 Communications has read, understood and will comply.

3.41 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.

Layer 3 Communications has read, understood and will comply.

3.42 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).

Layer 3 Communications has read, understood and will comply.

3.43 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.

Layer 3 Communications has read, understood and will comply.

3.44 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.

Layer 3 Communications has read, understood and will comply.

3.45 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.

Layer 3 Communications has read, understood and will comply.

3.46 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

Layer 3 Communications has read, understood and will comply.

3.47 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.

Layer 3 Communications has read, understood and will comply.

3.48 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.

Layer 3 Communications has read, understood and will comply.

3.49 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.

Layer 3 Communications has read, understood and will comply.

3.50 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.

Layer 3 Communications has read, understood and will comply.

3.51 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.

Layer 3 Communications has read, understood and will comply.

3.52 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.

Layer 3 Communications has read, understood and will 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.

Layer 3 Communications has read, understood and will 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.

Layer 3 Communications has read, understood and will comply.

4.1.2 Letter of Transmittal

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

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

Layer 3 Communications has read, understood and will 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)

Layer 3 Communications has read, understood and will comply.

EVALUATION

5.I 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.

Layer 3 Communications has read, understood and will 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 Minnette, AL
Enterprise Community College, Enterprise, AL
Gadsden State Community College, Gadsden, AL
Jefferson State Community College, Birmingham, AL
J.F. Drake State Community and Technical College, Huntsville, AL
T.A. Lawson State Community College, Birmingham, AL
Lurleen B. Wallace Community College, Andalusia, AL
Northeast Alabama Community College, Rainsville, AL
Northwest-Shoals Community College, Muscle Shoals, AL
Shelton State Community College, Tuscaloosa, AL
Snead State Community College, Boaz, AL
Southern Union State Community College, Wadley, AL
H. Council Trenholm State Community College, Montgomery, AL
George C. Wallace Community College, Dothan, AL
Wallace State Community College, Hanceville, AL
George Corley Wallace State Community College, Selma, AL

Technical Colleges

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

Military Academy

Marion Military Institute, Marion, AL

Statewide Development Training

Alabama Technology Network (ATN), Montgomery, AL

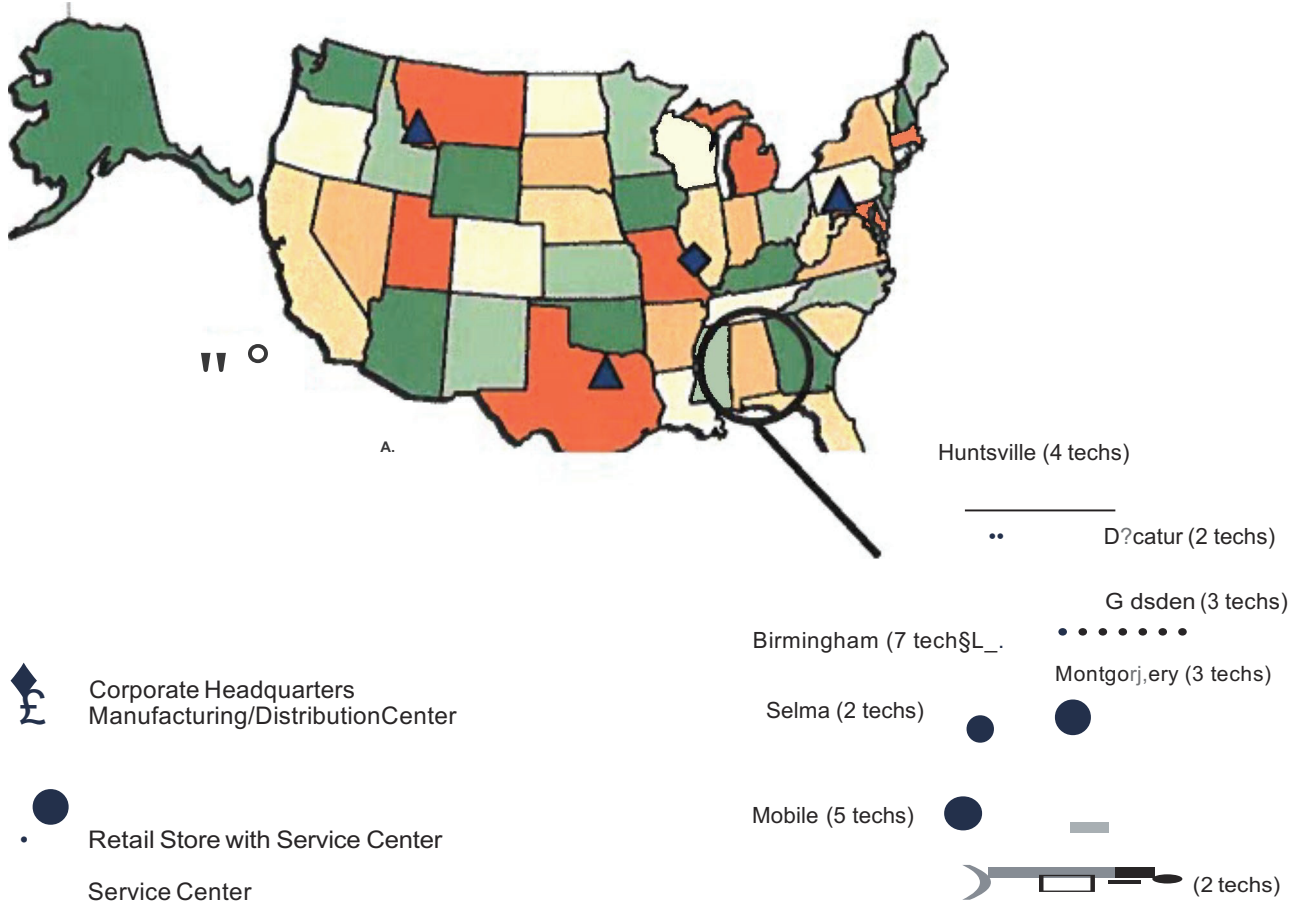
Other Participating Public Institutions of Higher Education

Alabama 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

My Company Locations



6.3 Appendix C-Example Required Usage Report

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

Company Name			
Quarterly Usage Report			
First Quarter			
			Jan 2022-Mar 2022
			Contract#: ACCS2022-99T
Procuring Entity Name 1			\$ 999,999,999
Category 1	\$999,999		
Category 2	\$999,999		
Category 3	\$999,999		
Category n	\$999,999		
Procuring Entity Name 2			\$ 999,999,999
Category 1	\$999,999		
Category 2	\$999,999		
Category 3	\$999,999		
Category n	\$999,999		
Procuring Entity Name n			\$999,999,999
Category 1	\$999,999		
Category 2	\$999,999		
Category 3	\$999,999		
Category n	\$999,999		
GRAND TOTAL			\$ 999,999,999

6.4 Appendix D - Vendor Disclosure, Immigration Compliance an Financial Forms

State of Alabama Vendor Disclosure, Certificate of Compliance (Beason-Hammon), and Immigration Status forms are available at: [http, Qs://www.accs.edu/vendors/](http://www.accs.edu/vendors/)

Immigration Compliance information and forms are available at:

<https://www.e-verify.gov/employers>

1. Select E-Verify Enrollment
2. For first time enrollment, please complete the enrollment process
3. For all enrolled employers, please update any information and submit the updated documentation.

6.5 Appendix E – Evaluation Submission Form

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

Vendor Contact Information

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

Vendor Name: Layer 3 Communications

Date: 02/09/2022

Website Address: www.layer3com.com/accs

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Marc Neely	(205) 617-8224	mneely@layer3com.com
Sr. Account/Sales Manager(s) (by region if necessary)	Marc Neely	(205) 617-8224	mneely@layer3com.com
Account/Sales Manager(s) (by region if necessary)	Marc Neely	(205) 617-8224	mneely@layer3com.com
Technical Support	Stefan Schmidt	(205) 566-5606	sschmidt@layer3com.com

BID INFORMATION INDEX

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

	Document Name	Page Number(s)
Product and Services Delivery Overview	ACCS-2022-01 Layer 3 Communications	27
Geographic Coverage	ACCS-2022-01 Layer 3 Communications	50
Availability of Technical Support	ACCS-2022-01 Layer 3 Communications	51
Problem Resolution	ACCS-2022-01 Layer 3 Communications	51
Customer Satisfaction	ACCS-2022-01 Layer 3 Communications	52
Value Added Services	ACCS-2022-01 Layer 3 Communications	53
Reporting	ACCS-2022-01 Layer 3 Communications	54
Electronic Commerce	ACCS-2022-01 Layer 3 Communications	55
Breadth of Offering	ACCS-2022-01 Layer 3 Communications	56
Primary Account Representative	ACCS-2022-01 Layer 3 Communications	65
References	ACCS-2022-01 Layer 3 Communications	66
Pricing Level and Guarantee	ACCS-2022-01 Layer 3 Communications	67



245A Riverchase Parkway Hoover, Al. 35244
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Layer 3 Communications is professional services firm. Founded in 1998 by Josh Bailey, Rodney Turner, and Craig Wall, Layer 3 Communications is based on the principal that the highest levels of expertise and professionalism are the keys to ensuring happy clients. The organization, headquartered in Norcross, GA, has locations across the southeastern United States. Our offices are located in Texas, Alabama, Tennessee, Georgia and the Carolinas, employing over 100 personnel across our physical footprint in 5 States. Specializing in wired and wireless data networking, data center design and implementation, and information security, we employ a 4-1 ratio of Engineers to Sales. Our Alabama location is at 245A Riverchase Parkway Hoover, Al. 35244. This location has currently employees 4 Engineers and 1 sales personnel. Layer 3 Communications' value to our clients is in our technical expertise and professionalism. Our technical services staff outnumbers our sales and operations personnel by a ratio of 3:1. We maintain the highest level of certifications with our manufacturer partners, and in many cases provide technical support to our clients on their behalf. Our three areas of expertise include:

Wired and Wireless Data Networking

Layer 3 Communications data networking practice is one of the three core service offerings of our firm. A cornerstone of the business since its founding, Layer 3 Communications provides the highest quality turnkey network implementations for our clients. From simple hardware refreshes to complete network redesign, management and support, our network engineers work with some of the largest and most complex networks in the region.

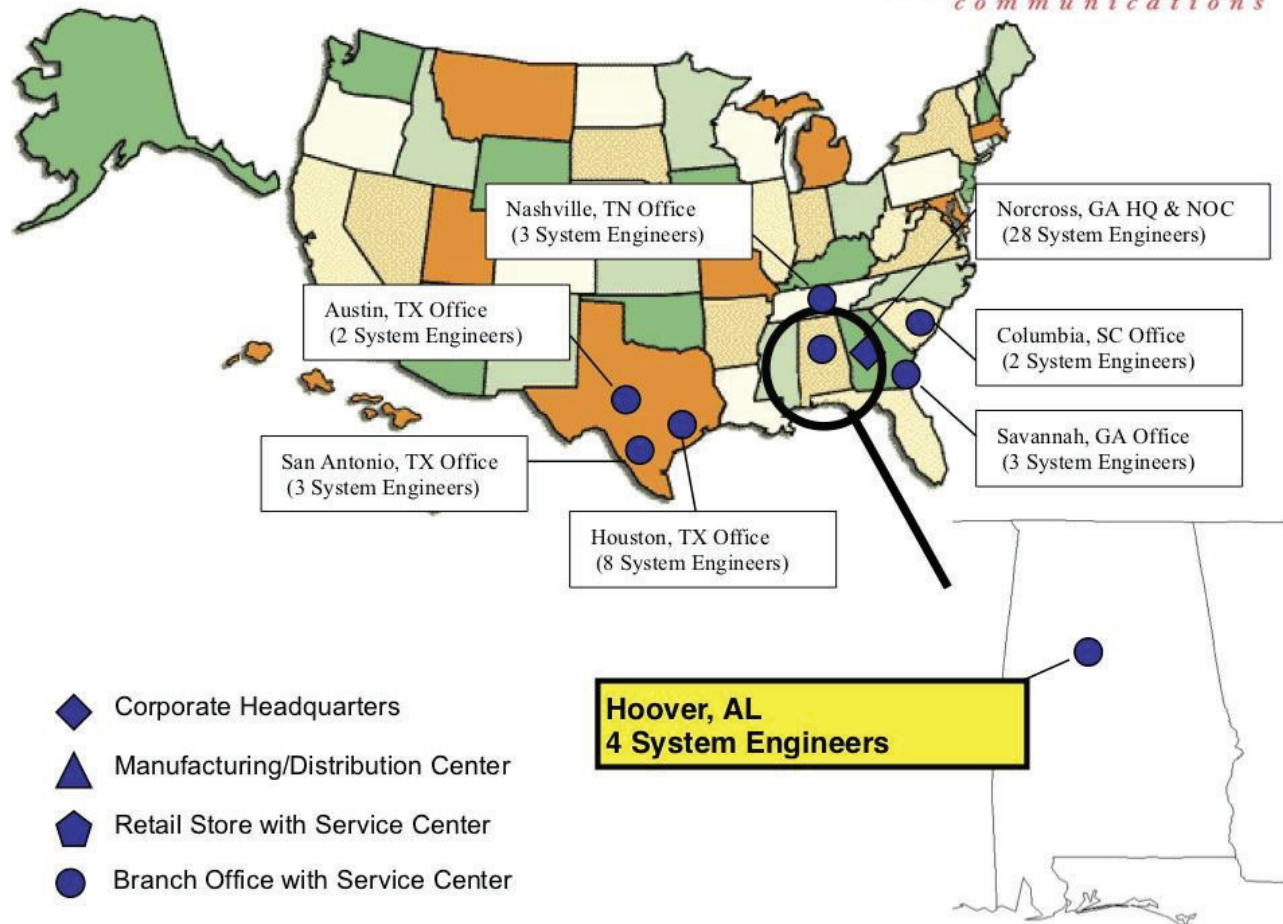
Information Security Services and Consulting

A natural complement to Layer 3 Communications data networking offering is our expertise in information security services and consulting. Our security engineers continually train with our manufacturer partners to ensure the highest levels of expertise with their products. In addition, our managed services and consulting teams research modern attacker tools and techniques on an ongoing basis. This ensures that we are able to address the ever-evolving threat landscape effectively for our clients.

Data Center Design and Implementation

The technology industries shift to horizontally scaled, software-based data center solutions has allowed for tremendous efficiencies to be gained. However, this increased efficiency has come at the cost of ever more complex environments. Our data center expertise allows Layer 3 Communications to assist our clients in ensuring that they are not only getting the best value for their data center investments, but also ensures that the systems built are high performance, scalable, and stable.

Layer 3 Communications Locations





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	CONTACT NAME: Beth Smith PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: bsmith@pointenorthins.com
INSURED Layer 3 Communications LLC 1450 Oakbrook Dr Ste 900 Norcross GA 30093-6239	INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Ins Co INSURER B: Hanover Insurance Company INSURER C: AllAmerica Financial Benefits INSURER D: Hanover Insurance Co INSURER E: INSURER F:
	NAIC # 22306 524210 41840 22292

COVERAGES**CERTIFICATE NUMBER:** 22/23 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ZDAH468757	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZDAH468757	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ Nil			UHAH468764	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	W2A H459479 00	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors, Omission or Negligent Act and Cyber and Privacy Liability				LHAH468780	01/01/2022	01/01/2023	Each Claim 5,000,000 Aggregate Limit 5,000,000 Retained Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Endorsements:
421-2915 06 15 Commercial General Liability Broadening Endorsement
421-2926 06 15 Commercial General Liability Enhancement Endorsement Technology
WC 00 03 13 Waiver of Our Right to Recover From Others Endorsement

CERTIFICATE HOLDER**CANCELLATION**Alabama Community College System
135 S. Union St.

Montgomery

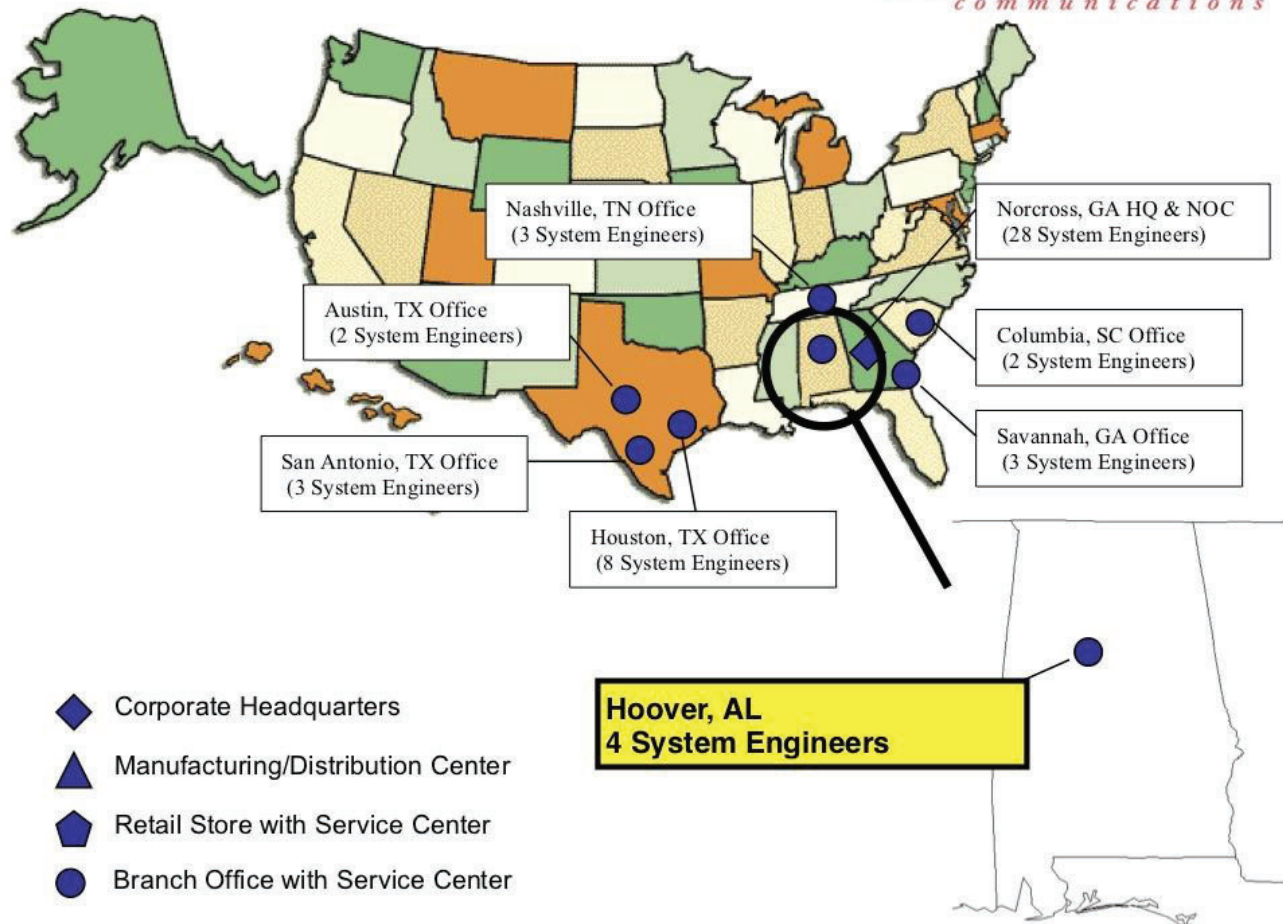
AL 36104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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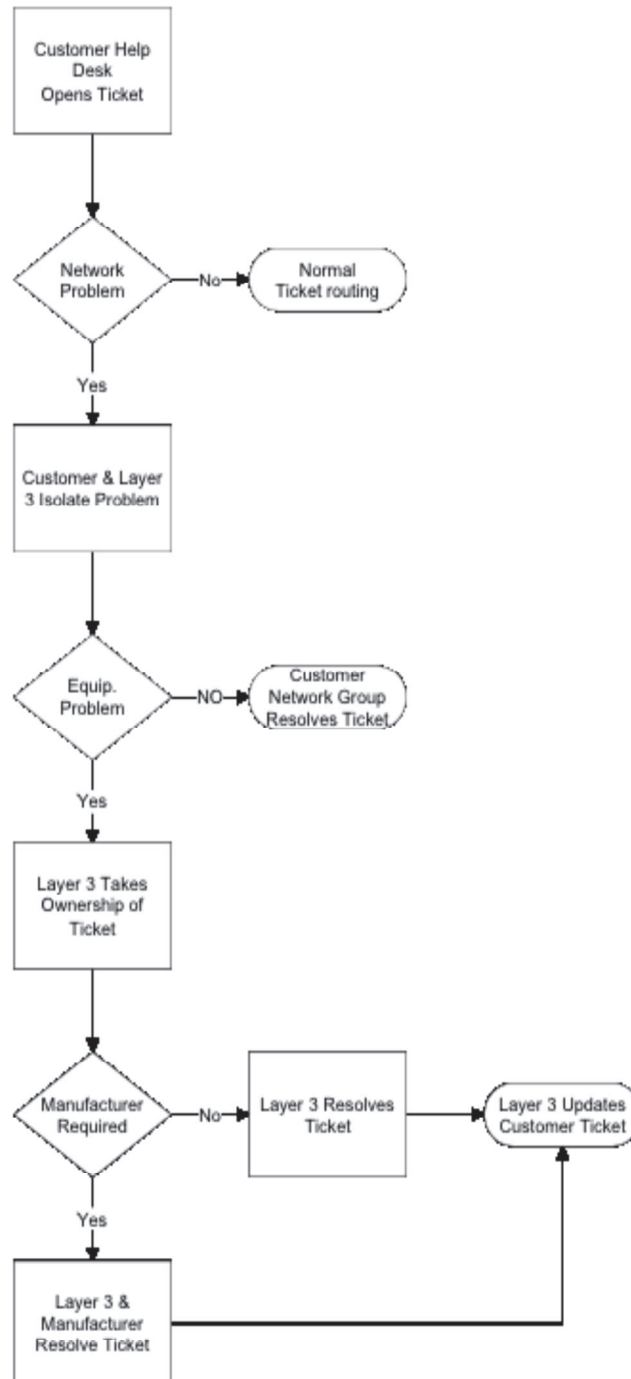
Layer 3 Communications Locations



Layer3 Communications Technical Assistance

Layer 3 Communications technical assistance can be reached by calling our NOC at 1-844-3529373 (Toll Free) or by sending an email to our support system(support@layer3com.com). Within 30 minutes of being notified a Layer 3 Communications technician/systems engineer will return your call to provide technical assistance. The flow chart below describes call processing and problem resolution.

Problem Resolution Flow Chart



Customer Satisfaction

Layer 3 Communications is an Elite or Platinum business partner of Juniper Networks, Mitel, Commscope, Extreme, Palo Alto, Fortinet, HPE/Aruba, Infoblox, in order to maintain Elite Partner status, Layer 3 Communications must score a Juniper Networks, Avaya, and Brocade Networks **customer satisfaction survey rating of 90% or better.**

Value Added Services

Wired and Wireless Data Networking

From simple hardware refreshes to complete network design/redesign, implementation and install, or management and support, our network engineers work with some of the largest and most complex networks in the region.

Information Security Services and Consulting

Security engineers continually train with our manufacturer partners to ensure the highest levels of expertise with their products. In addition, our managed services and consulting teams research modern attacker tools and techniques on an ongoing basis. This ensures that we are able to address the ever-evolving threat landscape effectively for our clients.

Data Center Design and Implementation

The technology industries shift to horizontally scaled, software-based data center solutions have allowed for tremendous efficiencies to be gained. However, this increased efficiency has come at the cost of ever more complex environments. Our data center expertise allows Layer 3 Communications to assist our clients in ensuring that they are not only getting the best value for their data center investments, but also ensures that the systems built are high performance, scalable, and stable.

Reporting

Below is a sample report from previous years used to satisfy this requirement for ACCS-2022-01

Shelton State Community College	
<i>Invoice Number</i>	<i>Invoiced Amount</i>
31653	66,190.40
31895	7,142.20
32066	2,320.00
32124	118,813.00
32353	11,700.00
32527	120.00
32598	7,060.59
32735	52,967.78
33042	6,851.00
33192	69,023.48
33594	14,938.00
Total	357,126.45
Less Discounts	20,566.70
Total Invoiced	336,559.75

Jefferson State Community College	
<i>Invoice Number</i>	<i>Invoiced Amount</i>
31561	5,946.20
31647	19,015.65
31666	1,879.10
31667	857.00
31680	3,540.00
32155	44,071.80
32377	454.00
33398	2,034.00
Total Invoiced	77,797.75

Snead State Community College	
<i>Sales Order</i>	<i>Order Amount</i>
22630	55,000.00
Grand Total	55,000.00

Electronic Commerce

Layer 3 Communications can accept and deliver all correspondence and quotes and PO's via Email. We also maintain the ESS Base Pricing Catalog (Manufacturers List pricing) at <https://www.Layer3com.com/accs>.

Breadth of Offering

Layer 3 Communications maintains the higher levels of Partner certification for our offerings. Holding an “Elite” or “Platinum” level with most of our Manufacturer Partners and a Gold or Silver with the rest. Please refer to the partner letters for Certifications or the ESS for specific product and service offerings.



Hewlett Packard Enterprise

Hewlett Packard Enterprise Company
6280 America Center Drive
San Jose, CA , 95002
U.S.A.



January 14, 2022

Layer 3 Communications LLC

1450 Oakbrook Dr
Norcross, GA, 30093
U.S.A.
HPE Partner Agreement #: P1-663781

To whom it may concern:

Layer 3 Communications LLC is a Platinum HP Enterprise / Aruba Authorized Partner in the US, which includes access to all commercial products and the services associated with them – not requiring additional authorization and includes all Open products from an authorized HPE US Commercial Distributor, for resale to end user customers in the USA.

Layer 3 Communications LLC is authorized under the HPE Partner Branded Services Program, providing both Tier 1 and Tier 2 Support to customers

Layer 3 Communications LLC has been an HPE Enterprise Group (EG) Service Delivery Partner since 1/9/2017.

HPE EG Service Delivery Partners are authorized to deliver warranty and HPE Care Pack Services on Industry Standard Servers, HPE Storage and Networking products, provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

HPE Point of Contacts for Partner Authorization verification are listed below:
Support Team: AMSpartersupport@hpe.com / 1-888-629-6914

Customers can also locate or confirm partners through the HPE Partner Locator at <http://findapartner.hpe.com/>

Sincerely,

Shelly D. Deal

AMS Lead, PFS BRM Global Partner Contracts
Sales Operations

February 4, 2022

RE: ACCS RFB (ACCS-2022-01)

To Whom It May Concern,

This letter is to confirm the Layer 3 Communications (Layer 3) is an authorized platinum partner of ExaGrid Systems, Inc. in good standing. Layer 3 has been an authorized partner of ExaGrid systems Inc. for three years and has been successfully marketing and selling ExaGrid products and services during this time. We are confident that Layer 3 will represent and market ExaGrid products to the satisfaction of the LEA Group.

Our local account team will support Layer 3 with program and marketing initiatives, as necessary, for the successful fulfillment of the resulting agreement.

We certify that Layer 3 is authorized to sell from and utilize the ExaGrid Systems, Inc's complete catalog of Enterprise Technology products and services as defined in the proposal.

Sincerely,

A handwritten signature in cursive script that reads "Jackson Burritt".

Jackson Burritt
VP, Finance & Corporate Controller
ExaGrid
Office: 508.898.2872 x0326
Mobile: 508.397.5741



6480 Via Del Oro / San Jose, CA 95119 / +1-408-579-2800 / ExtremeNetworks.com

LETTER OF AUTHORIZATION

Date: February 1, 2022

Reseller: Layer 3 Communications

Authorized Territory: United States

Partner Level: Gold

To Whom It May Concern,

This letter confirms that as of the date stated above, the above-identified Reseller is enrolled in Extreme's Partner Program and is authorized to resell Extreme-branded products and services to end-user customers in the above-identified Authorized Territory.

Extreme extends its full, applicable Extreme Networks Products Warranty, found at <https://www.extremenetworks.com/support/policies/>, for any Extreme-branded Products purchased by you through the Reseller. In addition, Extreme maintenance support offerings are available for purchase for any Extreme-branded Products purchased by you through the Reseller.

If you require additional information, please contact your Extreme channel representative.

Best regards,

Paul Semak

Paul Semak
Senior Vice President, Sales
Extreme Networks, Inc.



Certificate of Authorized Reseller

Date: 02/07/2022

Fortinet, Inc. operates through a channel of independent distributors and resellers. Therefore, Fortinet hereby confirms that: Layer 3 Communications

Having its registered place of business at:
1450 Oakbrook Drive Suite 900, Norcross, GA 30093, United States;

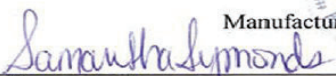
is currently an authorized FortiPartner and is currently authorized throughout US to sell Fortinet products as a partner with the following designations:

- Level of Engagement: Expert
- Business Model: Integrator, MSSP
- Specializations: SD-WAN

This certificate is issued as of the date shown above, and is valid for 180 days from this date.

Provided the FortiPartner identified above has purchased applicable support services from Fortinet and the applicable support services have been effectively registered and contracted with Fortinet, Fortinet agrees and undertakes that Fortinet would provide support for the applicable Fortinet products according to the terms of the support agreement, available at <https://support.fortinet.com>. Fortinet Products are shipped subject to the terms of its then-current End User License Agreement, available at <http://www.fortinet.com/doc/legal/EULA.pdf>, which sets forth Fortinet's warranty.

This certificate is subject to the FortiPartner maintaining its FortiPartner Agreement with Fortinet and to Fortinet's FortiPartner guidelines. Fortinet's partner program and its guidelines are available for review at http://www.fortinet.com/partners/partner_program/fpp.html. Notwithstanding anything to the contrary herein, authorized FortiPartners do not represent Fortinet and can not make statements that are binding on behalf of Fortinet.


Samantha Symonds
Vice President of Legal and Compliance, Americas

 **Manufacturer Confirmation**

FORTINET, INC.
899 Kifer Road
Sunnyvale, CA 94086

Telephone: +1-866-868-3678
Email: sales@fortinet.com
Website: www.fortinet.com

February 03, 2022

Alabama Community College System and Higher Ed. (ACCS) Joint Purchasing Agreement (JPA)

To Whom it May Concern:

Juniper Networks ("Juniper") is very pleased to confirm that as of the date of this letter the following partner is currently authorized to resell Juniper products, training services, and support and maintenance contracts to end-user customers as specified below:

Partner Name: LAYER 3 COMMUNICATIONS
Partner Level: Elite
Partner Territory: USA

Juniper is constantly reviewing their partner programs. Partner level, product authorizations, service specializations, and buying model relationship terms are always subject to change.

If you have any questions regarding our partnership or need additional information, please don't hesitate to contact:

Partner Account Manager: Jacob Caffee
Phone: 7708465827
Email: jcaffee@juniper.net

Sincerely,



Kyle Brown
Head of North America Channels
Juniper Networks (US), Inc.

Date: November 30, 2021

RE: Alabama State Department of Education (ACCS-2022-01)

To Whom It May Concern,

This letter is to confirm the Layer 3 Communications (Layer 3) is an authorized platinum partner of Palo Alto Networks, Inc. in good standing. Layer 3 has been an authorized partner of Palo Alto Networks, Inc. for eight years and has been successfully marketing and selling Palo Alto Networks' products and services during this time. We are confident that Layer 3 will represent and market Palo Alto Networks products to the satisfaction of the LEA Group. Our local account team will support Layer 3 with program and marketing initiatives, as necessary, for the successful fulfillment of the resulting agreement.

We certify that Layer 3 is authorized to sell from and utilize the Palo Alto Networks, Inc's complete catalog of Enterprise Technology products and services as defined in the Alabama State Department of Education proposal

As a Senior Director for Palo Networks' Business Operations, I have authority to write this letter and can certify to Layer 3's partner level status with Palo Alto Networks. Should you have any questions regarding their eligibility to participate under this contract, please contact me at (669) 261-5126 or email racheampon@paloaltonetworks.com.

Authorized Signature:



Name of Authorized Signatory: Regina Acheampong

Title of Authorized Signatory: Senior Director, Business Operations

February 3, 2022

Re: Letter of Authorization for Layer 3 Communications

This letter confirms Layer 3 Communications is currently an authorized reseller of F5, Inc. ("F5") products and services in the commercial markets, for the United States. Layer 3 Communications is a Gold Level Unity+ partner with F5, subject to the terms and conditions between F5 and Layer 3 Communications regarding such relationship. Layer 3 Communications is an independent contractor and has no authority to commit and/or bind F5 or its affiliates in any way.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Lisa Citron". The signature is fluid and cursive, with the first name "Lisa" and the last name "Citron" clearly distinguishable.

Lisa Citron
Vice President, WW Channel Sales
801 5th Avenue
Seattle, WA 98104

February 07, 2022

Subject: PartnerPRO Network Authorized Partner

To Whom It May Concern,

CommScope (NASDAQ: COMM) and the recently acquired Ruckus Networks are redefining tomorrow by shaping the future of wired and wireless communications. Our combined global team of employees, innovators and technologists have empowered customers in all regions of the world to anticipate what's next and push the boundaries of what's possible.

This serves to confirm that as of the date of this letter, LAYER 3 COMMUNICATIONS is a member of the PartnerPRO® Network. As a Elite partner, LAYER 3 COMMUNICATIONS is able to prepare and submit proposals in response to bids, to the extent the proposal submitted includes Ruckus brand products and solutions. This authorization does not guarantee special pricing. All special pricing must be authorized by CommScope, and final pricing shall be as agreed between the customer and LAYER 3 COMMUNICATIONS.

Sincerely,

A handwritten signature in black ink, appearing to read "Dieter Verdegem", is located below the "Sincerely," text.

Dieter Verdegem
Vice President, Global Customer Experience

Primary Account Representative

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Marc Neely	(205) 617-8224	mneely@layer3com.com
Sr. Account/Sales Manager(s) (by region if necessary)	Marc Neely	(205) 617-8224	mneely@layer3com.com
Account/Sales Manager(s) (by region if necessary)	Marc Neely	(205) 617-8224	mneely@layer3com.com
Technical Support	Stefan Schmidt	(205) 566-5606	sschmidt@layer3com.com

Dear Evaluation Committee,

Our references are listed below. Each reference is expecting your communication. Please contact me directly if you have any issues contacting them. Some do maintain either early or late hours and may have specific office hours around phone communication.

Shelby County Schools / Alabama

J.D. Chaves
601 First Street S. Alabaster, AL 35007
Phone: (205) 682-5620
Email: jdchaves@Shelbyed.k12.al.us

Trussville City Schools/ Alabama

Matt Georgia
113 N Chalkville Rd, Trussville, AL 35173
Phone: 205-451-5829
Email: claytonkl@vestavia.k12.al.us

Fulton County Schools / Georgia

Kenny Wilder
786 Cleveland Avenue SW Atlanta, GA 30315
Phone: (404) 346 – 4370
Email: wilder@fultonschools.org

Fayette County Schools / Georgia

Sharon Lunceford 205 LaFayette Ave.
Fayetteville, GA 30215
Phone: (770) 460-3990 ext 100
Email: lunceford.sharon@mail.fcboe.org

Cherokee County Schools / Alabama

Cassandra Lindsey
130 East Main Street Centre, AL 35960
Phone: (256) 927-3362
Email: lhaynes@cherokeek12.org

Warm regards,

Marcus Neely
Account Manager AL