Alabama Community College System & Alabama Higher Education

"Joint Purchasing Agreement"
Bid # ACCS-2022-01

logista
COMPLETE TECHNOLOGY MANAGEMENT

Original

5911 Greenwood Parkway, Bessemer, AL 35022 * Phone 205-565-2200 * Fax 205-424-3789

www.logistasolutions.com
Response to:
Request for Bid
The Alabama Community
College System & Alabama Higher
Education
Joint Purchasing Agreement

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

February 11th, 2022

Submitted by: Logista
5911 Greenwood Parkway
Bessemer, AL 35022
Letter of Transmittal

Logista is pleased to offer our response to the Request for Bid for the Alabama Community college System & Higher Education Joint Purchasing Agreement. We are including the Letter of Transmittal information required by the bid.

A. Submitting Organization:  Office Management Systems, Inc. DBA Logista
   5911 Greenwood Parkway
   Bessemer, AL 35022

B. Person authorized to contractually obligate organization:
   Name: Vic Murphy
   Title: COO

C. Person authorized to negotiate the contract:
   Name: Vic Murphy
   Title: COO
   Tel#: 205-565-2223
   Email: vmurphy@logistasolutions.com

D. Person(s) to be contacted for bid response clarification:
   Name: Robert Parker
   Title: SR. Public Sector Account Executive
   Tel#: 205-565-2271
   Email: rparker@logistasolutions.com
   OR
   Name: Sanéra Hollon
   Title: Insite Sales Account Manager
   Tel#: 205-565-2229
   Email: shollon@logistasolutions.com

E. Acceptance of Conditions Governing the Procurement:
   Office Management Systems, Inc. DBA Logista accepts all conditions governing this procurement.

F. Signature of person authorized to contractually obligate organization:

Signature: [Signature]
Date: 2-2-2032

G. Logista acknowledges receipt of any and all amendments to this RFB
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: Office Management Systems, Inc. DBA Logista  Last Updated: 2-11-2022

JPA Website Address: TBA – Will have link on logistasolutions.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>Vic Murphy</td>
<td>205-565-2223</td>
</tr>
<tr>
<td>Sr. Account/Sales Manager(s)</td>
<td>Robert Parker,</td>
<td>205-565-2271</td>
</tr>
<tr>
<td>(by region if necessary)</td>
<td>Sandra Hollon,</td>
<td>205-565-2229</td>
</tr>
<tr>
<td></td>
<td>Kay Franks</td>
<td>662-244-6517</td>
</tr>
<tr>
<td>Account/Sales Manager(s)</td>
<td>Robert Parker</td>
<td>205-565-2271</td>
</tr>
<tr>
<td>(by region if necessary)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Support</td>
<td>Logista Network</td>
<td>866-571-0257</td>
</tr>
<tr>
<td></td>
<td>Operations Center</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Product and Services Delivery Overview</th>
<th>Document Name</th>
<th>Page Number(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product &amp; Services Overview</td>
<td>Product &amp; Services Overview</td>
<td>13-14</td>
</tr>
<tr>
<td>Geographic Coverage</td>
<td>Geographic Locations</td>
<td>11</td>
</tr>
<tr>
<td>Availability of Technical Support</td>
<td>Company History, Experience</td>
<td>8-9</td>
</tr>
<tr>
<td>Problem Resolution</td>
<td>Item 3.22</td>
<td>14-15</td>
</tr>
<tr>
<td>Customer Satisfaction</td>
<td>Item 3.22</td>
<td>14-15</td>
</tr>
<tr>
<td>Value Added Services</td>
<td>Company History</td>
<td>8-9</td>
</tr>
<tr>
<td>Reporting</td>
<td>Item 3.23</td>
<td>15</td>
</tr>
<tr>
<td>Electronic Commerce</td>
<td>Item 3.24</td>
<td>15</td>
</tr>
<tr>
<td>Breadth of Offering</td>
<td>Item 3.25</td>
<td>16</td>
</tr>
<tr>
<td>Primary Account Representative</td>
<td>Item 3.26</td>
<td>16-17</td>
</tr>
<tr>
<td>References</td>
<td>Item 3.27</td>
<td>17</td>
</tr>
<tr>
<td>Pricing Level and Guarantee</td>
<td>Item 3.28</td>
<td>18-19</td>
</tr>
</tbody>
</table>
# Table of Contents

Bid Summary...........................................................................................................8

Company History, Experience and Organization Structure ......................................8 & 9

Company Locations ..................................................................................................10 & 11

Response to General Requirements and Specifications ..............................................11

3.1 Response to General Requirements and Specifications .........................................11

3.2 Incurring Cost .......................................................................................................11

3.3 Vendor Responsibility ..........................................................................................11

3.4 Serving Subcontractors .......................................................................................11

3.5 Amended Bids .....................................................................................................11

3.6 Vendors’ Rights to Withdraw Bid .........................................................................11

3.7 Bid Offer Firm .......................................................................................................12

3.8 Disclosure of Bid Contents ....................................................................................12

3.9 No Obligation ........................................................................................................12

3.10 Legal Review .......................................................................................................12

3.11 Governing Law ....................................................................................................12

3.12 Basis for Bid .......................................................................................................12

3.13 Agreement Terms and Conditions .......................................................................12

3.14 Vendor Qualifications .........................................................................................12

3.15 Change in Vendor Representatives ......................................................................12

3.16 Equipment and Services Schedules ......................................................................12

3.17 Benefit of Cost Reduction ....................................................................................12

3.18 Bid Terms .............................................................................................................12

3.19 Fiscal Funding ......................................................................................................12

3.20 Insurance .............................................................................................................13

3.21 New Products ......................................................................................................13

Response to Specifications ........................................................................................13

3.22 Product and Services Delivery Overview ...........................................................13 & 14

3.23 Reporting ............................................................................................................14
3.24 Electronic Commerce ................................................................. 15
3.25 Breadth of Offering ................................................................. 15
3.26 Primary Account Representatives ............................................ 16
3.27 References ........................................................................ 17
3.28 Pricing Level and Guarantee .................................................. 17 & 18
3.29 Oral Presentation and Demonstration ...................................... 19
3.30 Equipment and Services Schedule .......................................... 19
3.31 Scope of Work ................................................................ 19
3.32 Title Passage .................................................................... 19
3.33 Quantity Guarantee ............................................................... 19
3.34 Order of Precedence ............................................................... 19
3.35 Payment Provisions ............................................................... 19
3.36 Shipment and Risk of Loss ..................................................... 19
3.37 Warranties .................................................................... 19
3.38 Price Guarantee ................................................................ 19
3.39 Technical Support ................................................................ 20
3.40 Product Delivery ................................................................. 20
3.41 Impracticability of Performance ............................................. 20
3.42 Records and Audit ................................................................. 20
3.43 Use of Subcontractors ............................................................. 20
3.44 Indemnification .................................................................. 20
3.45 Website Maintenance ............................................................ 20
3.46 Ethics ........................................................................... 20
3.47 Replacement Parts ................................................................ 20
3.48 FCC Certification .................................................................. 20
3.49 Site Preparation .................................................................. 20
3.50 Assignment ...................................................................... 21
3.51 Survival .......................................................................... 21
3.52 Lease Agreements ............................................................... 21
3.53 Vendor Disclosure Statement ............................................... 21

BID FORMAT AND ORGANIZATION
4.1 Bid Format ........................................................................ 21
Bid Summary
Logista is pleased to respond to your Request for Bid for the Alabama College System & Higher Education Joint Purchasing Agreement. We have included in our response an extensive product line we are proposing for Client computers, Servers, Printers, Monitors, Storage, Networking Equipment, VOIP/Unified Communications Solutions, Software, Video Surveillance Solutions, Professional Servers and Other.

1. The Hewlett Packard Enterprise Product Line
2. The Hewlett Packard Inc, Product Line
3. The Cisco Product Line
4. The Fortinet Product Line
5. The Adtran Product Line
6. The Kyocera Printer Line
7. The Aruba Networks Product Line
8. The Digium: Telecom Product Line & Services
9. The VMware Product Line
10. The Microsoft Product Line
11. Viewsonic Product Line
12. The APC Product Line
13. The TrendMicro Product Line
14. The Barracuda Security Software Product Line
15. The CheckPoint Security Software Product Line
16. Blumira software
17. Avigilon
18. Logista Desktop, Server, & Network Managed Services
19. In addition to the equipment, Logista is also offering equipment staging, installation and configuration services.

Company History, Experience and Organization Structure
From our founding in 1983, Logista has grown to be a nationally recognized leader in a broad range of technology management solutions. Today, we are one of the largest technology support providers in the southeast US, providing innovative structured IT solutions to help schools and businesses reach their goals.

To every project, we assign a core set of guiding principles:
- Develop a flexible framework that can quickly adapt in a dynamics of the education environment
- Streamline projects and remove unnecessary complexity wherever possible
- Focus on our client’s business/mission as well as technology needs
- Apply measurable service levels so our clients can see the value of their investment.

Logista is headquartered in Bessemer, AL. The Company has over 200 employees, over 250,000 square feet of warehouse space, a 24x7x365 NOC, locations in AL, MS, TN, GA, FL and a Help Desk. We maintain the highest certifications in the solutions we provide to our clients (CISCO Gold, HPE Platinum, HPI Gold, Microsoft Gold, VMWare, Veeam, Citrix, etc.)
The longevity and success of Logista can be attributed to the visionary leadership of the executive team followed by the commitment of the Logista extended team to every client’s success. The senior executives have been with the company since the beginning. They have demonstrated their committed making necessary changes to the organization to meet the ever changing needs of our clients, industries, and technology. Logista has evolved from being just a value added reseller to a leader in engineering, project deployments, and outsourced managed services.

Our clients range in size from 25 to 25,000 employees. We have clients that just operate in Alabama to ones that are nationwide. Our clients span across K-12, higher education, and commercial spaces. Logista started working with schools back in the 80’s. Our success is due to our creativity, broad technology and industry knowledge, attention to detail and a strong security policy. Logista takes security seriously and is audited annually for SOC2 compliance and HIPAA mapping.

Logista deploys the IT infrastructure, provides field technical services, and manages product procurement for many of our clients.

Logista’s technical personnel are located in Alabama, Tennessee, Georgia, and Mississippi. Our engineers and field technicians are certified in multiple areas and have a wealth of experience. We have over 100 technical personnel. We maintain the highest certifications in the solutions we provided to our clients.

Logista employees engineers that hold certifications such as Cisco CCDP (Cisco Certified Design Professional), CCIE (Cisco Certified Intranetwork Expert), CCNP (Cisco Certified Network Professional), MCSE (Microsoft Certified Systems Engineer), CCNA (Cisco Certified Networking Associate), VMCP (VMware Certified Professional), MCTS (Microsoft Certified Technology Specialist), ACMP (Aruba Certified Mobility Professional), HP MASE (HP Master ASE in Network Infrastructure, Storage Solutions Architect, FlexNetwork Solutions), Designing HPE/Nimble Solutions, HP-ATP (HPE ATP – Server Solutions), HPE-ASE (HPE ASE – Server Solutions), VMCE (Veeam).

Logista has over 200 full time employees working in AL, GA, MS, FL & TN with over 1300 industry certifications including APC, Cisco, Citrix, Dell, IBM, HPE, Intel, Lenovo, Microsoft, Riverbed, and VMware. Logista has been in business for over 30 years.

Logista has a lot of experience with contracts. We currently hold master agreement contracts with the State of Alabama, Division of Purchasing for the following manufacturer products.

1. Fortinet Security Products
2. HP Networking including Aruba
3. Juniper
4. Microsoft
5. Polycom Telephony Products & Services
6. CradlePoint, Inc. Products & Services
7. HPE Servers, Storage Solutions
8. HP Inc, Products & Services
Company Locations

Logista has sales and service offices in Atlanta GA, Birmingham AL, Columbus MS, Jackson MS, Mobile AL and service hubs in Memphis TN, Atlanta GA, and Hattiesburg MS. We also have distribution facilities within our Columbus MS, Birmingham AL, and Mobile AL locations.

Logista, Columbus MS
Birmingham, AL
Major Location – Columbus, MS
150,000 Sq FT Warehouse
Configuration Center
LR3-Disposal Services

Other Offices:
Montgomery, AL
Mobile, AL
Jackson, MS

Response to General Requirements and Specifications

3.1 Acceptance of Conditions Governing the Procurement
Logista acknowledges and understands that the hardware manufacturer’s we list have an ISO 9001 certification. The certification documents are in the attached bid tab labeled ISO 9001 Certs.

3.2 Incurring Cost
Logista has read and understands that all costs associated with this response are at our expense.

3.3 Vendor Responsibility
Logista has read and understands that we are solely responsible for fulfilling the purchase orders issued and accepting payments under the terms of the contract.
3.4 Serving Subcontractors
Logista has read and understands that if we use a servicing contractor, that the servicing contract(s) will not directly accept purchase orders or payments of product or services from procuring entities under the terms and conditions of the contract.

3.5 Amended Bids
Logista has read and will comply

3.6 Vendors’ Rights to Withdraw Bid
Logista has read and will comply

3.7 Bid Offer Firm
Logista has read and acknowledges that pricing will be firm for at least 90 days

3.8 Disclosure of Bid Contents
Logista has read and acknowledges this section

3.9 No Obligation
Logista has read and acknowledges this section

3.10 Legal Review
Logista has read and will comply

3.11 Governing Law
Logista has read and will comply

3.12 Basis for Bid
Logista has read and acknowledges this section

3.13 Agreement Terms and Conditions
Logista has read and acknowledges this section

3.14 Vendor Qualifications
Logista has read and acknowledges this section

3.15 Change in Vendor Representatives
Logista has read and will comply

3.16 Equipment and Services Schedules
Logista has read and will comply with it’s provisions
3.17 **Benefit of Cost Reduction**
Logista has read and acknowledges this section. Any additional manufacturer discounts or promotions will be included in our responses to quotes/purchase requests.

3.18 **Bid Terms**
Logista has read and acknowledges this section.

3.19 **Fiscal Funding**
Logista has read and acknowledges this section.

3.20 **Insurance**
Logista has read and will comply.

3.21 **New Products**
Logista has read and acknowledges this section. Unless specifically called for in this request, all products for purchase will be new.

**Response to Specifications**
This section contains specifications and relevant information about Logista and our offerings to the System. They are numbered according to the corresponding section of the RFP.

3.22 **Product and Services Delivery Overview**
Logista is a local-owned company and has been in business since 1983. We have over 130,000 square feet of secured storage locations and 2 configurations facilities along with a 15,000 square feet warehouse space in Bessemer, AL to warehouse any product for project, imaging, or installation needs.

Any products ordered from Logista can be delivered to any location in the State of Alabama. Logista uses the manufacturer’s normal distribution channels to fulfill orders and tracks delivery progress to insure delivery is made within the promised timeframe. Logista is fully responsible for delivery of equipment and will resolve any delivery issues promptly. If necessary Logista can coordinate and stage large orders until they are needed at a school site.

Logista has sales and services offices in Atlanta GA, Bessemer AL, Columbus MS, Jackson MS, Mobile AL with services hubs in Memphis TN, Atlanta GA, and Hattiesburg MS. We also have distribution facilities within our Columbus MS, Bessemer AL, and Mobile AL Logista.

In addition to product procurement, Logista has support personnel located throughout these sales and services office locations that can provide a variety of services.

Logista professional and technology services can address any need of the System. These services include, but are not limited to the following:

- Network planning and implementation
- Lifecycle Services
Managed Print Services
Datacenter Transformation, planning and implementation
VoIP planning and implementation
Cisco Smartnet maintenance registration and management of contracts
Project management and technology refresh
24x7 Network monitoring and support
Cloud Services
Data Center Colocation
Storage and Backup
Professional Services

Logista’s primary concern is for all of our customer’s to be satisfied with our service. We have dedicated account managers that report directly to our VP of Sales and COO on all customer issues. Our dedicated inside sales manager, Sandra Hollon 205-565-2229 or shollon@logistasolutions.com and outside sales manager, Robert Parker 205-565-2271 or rparker@logistasolutions.com are the first point of contacts for quotes, orders, ETA’s, invoice questions, delivery escalation etc. Logista also has a Project Management team that manages large projects and rollouts. Logista’s 24x7 Network Operations Center is available for services issues after the sale/installation.

Logista does not conduct formal surveys with our clients. We do take our customer’s satisfaction seriously. The senior management of the Logista is involved with each of our clients in some form or fashion. Our reputation and repeat business is based upon our client’s satisfaction with the solutions we provide. We follow up with each client on every project to make sure we not only did what we said we were going to do, but are the delighted and willing to be a reference. If for some rare event we miss the mark, the owners of the company are notified and resources are deployed to resolve the issue immediately. The 36 year history of Logista is made up of one success story after another.

3.23 Reporting

As a minimum, Logista will provide quarterly utilization reports to the Systems based upon the schedule and minimum content as described in the bid request. The reports will be submitted to The System Office to JPA-Notification@acsc.edu in PDF file format. The format below is an example of a report we currently submit to the State of Alabama for our HPE Enterprise Products contract but can be tailored to the System’s specific format request.
3.24 Electronic Commerce

Logista will maintain a website with access to the required items. Logista will make available to any enterprise users the ability to search for product, create quotes using the contract discounts, turn quotes to orders, and look at real time availability. www.logistasolutions.com.

3.25 Breadth of Offering

Logista proposes to offer product lines in the following categories.

Client Computer – Logista is offering the Hewlett Packard Inc (HPI) product line for workstations, desktops, laptops and tablet devices.

Servers – Logista is offering the Hewlett Packard Enterprise (HPE) product line and the Cisco Product line.

Printers – Logista is offering the Kyocera product line and the HPI product line.

Monitors – Logista is offering the Viewsonic product line.

Storage – Logista is offering the HPE product line, and the PURE Storage product line.

Networking Equipment – Logista is offering the HPE Aruba Networks product line and the Cisco product line.
VOIP/Unified Communications Solutions – Logista is offering the Digium/ Sangoma Telephony and Cisco product lines.

Video Surveillance Solutions – Logista is offering Avigilon Software - Logista is offering the Microsoft, VmWare, Veeam, CheckPoint and Barracuda product lines, Blumira software

Professional Services - In addition to the manufacturer professional services, Logista is also offering our own professional services.

Other – Logista is offering APC, TrendMicro, Adtran, Aerochive, Barracuda, Polycom, Eaton, CradlePoint.

We have attached product listing for each product line we are proposing. In addition to the manufacturer product listings, Logista is also offering our own services to provide the system with a turnkey solution.

All equipment will be new, unopened in the original manufacturer’s packaging. All required software that comes “in the box” from the manufacturer will be included with the hardware.

Logista will follow all manufacturer policies and will assist any entity in the System resolve licensing or software issues that may arise.

3.26 Primary Account Representatives
The primary account representatives for this agreement are:
Robert Parker, Sr. Public Account Executive
Logista
205-565-2271 – direct
205-529-6362 – cell
888-292-7643 x2271 – toll free
rparker@logistasolutions.com

and

Sandra Hollon, Inside Sales Account Manager
Logista
205-565-2229 – office
888-292-7643 x2229 – toll free
shollon@logistasolutions.com
3.27  References
Jason Cope, Director of Technology
City of Hoover
Hoover, Alabama
Office: (205) 444-7561
Jason.cope@hooveralabama.gov
HPE Servers, Edgecore Networking, Barracuda and Checkpoint Security, and Cisco Telecommunications. And engineering services and support.

Dr. JoAnne Stephens
Birmingham City Schools
Birmingham, Alabama
(205) 231-5646
jstephens@bhm.k12.al.us
Network design and implementation. Break Fix services and onsite engineering services

Brian Hightower
Alabama Department of Transportation
Montgomery, Alabama
(334) 353-6830
hightowerj@do.state.al.us
Network Security Software and Devices, TrendMicro, Fortinet

3.28  Pricing Level and Guarantee
Logista is offering the following discounts off of manufacturer’s MSRP. Additionally, detailed specifications and MSRP pricing can be viewed at the following link:
www.logistasolutions.com/accs

The Hewlett Packard Enterprise Products by category
• HPE Networking Products 20% - 43% off MSRP
• ISS, CS, MCS, SGI 20% off List
• SimPlivity  29% off List
• MSA, Synergy 18% off List
• 3PAR, Nimble 26% off List
• PointNext Services 10% Off List
The Hewlett Packard Inc, Products by category
• Personal Computer (i.e. desktop, workstation, laptop, tablets)
• HP Inc. Displays, Monitors & Projectors 22% off list, excluding Smart Buys
• HP Inc. Accessories (e.g. moust, keyboard, bags, cases, adapters) 21% off list excluding Smart Buys
• The Kyocera Printer Line at 20% off list
• The Aerohive Product Line at educational discount levels
• The Aruba Networks Products at educational discount levels
• The Digium Telecom products at educational discount levels
• The VMware Product Line at educational discount levels
• The Microsoft Product Line at Education Price
• Viewsonic Product Line at a price set by Viewsonic
• The APC Product products at educational discount levels

• The TrendMicro Product educational discounts by category
• The Barracuda Security Software Product Line at 0-5% off list
• The CheckPoint Security Software Product Line at 0-5% off list
• PURE Storage Product Line at educational discount levels
• Blumira software – 2-3% off list
• Sangoma Telephony Product Line 28% off MSRP
• Logista Desktop, Server, & Network Managed Services – Pricelist attached

All the discount levels will be the minimum discounts offered throughout the term of the contract.

3.29 Oral Presentation and Demonstration
Logista agrees to provide the Evaluation Committee the opportunity to meet with and question our primary account representative.

3.30 Equipment and Services Schedule
The Equipment and Services Schedule (ESS) for our product and service submissions are included under the tab labeled “ESS”. Our ESS includes MSRP pricing.

3.31 Scope of Work
Acknowledged. Logista agrees to deliver products and services requested through a valid purchase order or procurement card to all approved entities included in this agreement. Logista strives to provide the best possible pricing available and will support efforts to obtain best discounts available.

3.32 Title Passage
Logista has read and acknowledges that title to equipment will pass to the procuring entity upon acceptance of equipment.

3.33 Quantity Guarantee
Logista has read and acknowledges that this agreement is no exclusive and that the system may purchase products and services from other awarded vendors.

3.34 Order of Precedence
Logista has read and acknowledges that each purchase order that we accept will become a part of the agreement and that no additional terms and conditions will be added to this agreement as the result of acceptance of a purchase order. In addition, Logista agrees that in the event of any conflict among these documents, the 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
3.35 Payment Provisions
Logista has read and acknowledges this section

3.36 Shipment and Risk of Loss
All physical products will be shipped F.O.B. destination. Electronic items such as warranty and/or licensing are delivered via email. Logista’s distribution channels ships via UPS, Fedex or by a trucking line for large heavy weight items. Logista agrees to assist the procuring entity with the processing of claims for loss or damaged products. We recommend that the procuring entity examine boxes with noticeable damage and note that with the freight company for easier processing of damaged claims. Logista will not charge the procuring entity for return shipment of any products that are shipped to the procuring entity that is our error. However, the procuring entity will be responsible for return freight charges upon an approved return authorization if they were to order in error. Any request for expedited shipments will be at the cost of the procuring entity.

3.37 Warranties
All products will be covered by the manufacturer’s warranty upon delivery.

3.38 Price Guarantees
Logista acknowledges that the procuring entity will pay the discount off list pricing in the ESS or an announced promotion price, educational discount price, general price reduction or a 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. Logista agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Special pricing discounts offered after the award of bids shall remain in effect for a minimum of 30 days.

3.39 Technical Support
In addition to the Manufacturer’s toll free number for technical assistance, Logista also maintains a 24x7 help desk with a toll free number - 866-502-7274.

3.40 Product Delivery
Logista agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with the procuring entity.

3.41 Impracticality of Performance
Logista agrees to take all steps within our control to ensure prompt performance in the case of any performance issues as a result of an act of God strike war, civil disturbance, epidemic, or court order.

3.42 Records and Audit3
Logista agrees to keep 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.

3.43 Use of Subcontractors
Logista does not plan to use subcontractors for purchases made under this agreement. There may be manufacturer supplied installations of products where manufacturer badged employee will perform the installation such as an HPE 3PAR upgrade etc and those installations are manufacturer specific sku’s that are purchased with a configuration.

3.44 Indemnification
Logista has read and acknowledges this section
3.45 **Website Maintenance**
Logista will maintain and support an internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with the contract.

3.46 **Ethics**
Logista does not presently and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

3.47 **Replacement Parts**
Logista acknowledges that replacements parts may be refurbished with the agreement of the procuring entity.

3.48 **FCC Certification**
Logista acknowledges that all equipment supplied meets FCC certifications.

3.49 **Site Preparation**
Logista has read and acknowledges this section.

3.50 **Assignment**
Logista has read and acknowledges that we will not transfer any interest in this agreement or assign any claims for money due under this agreement without prior written approval from the procuring entity.

3.51 **Survival**
Logista has read and acknowledges this section.

3.52 **Lease Agreements**
Logista has read and acknowledges that the procuring entity may want to lease equipment.

3.53 **Vendor Disclosure Statement**
Logista agrees to provide a disclosure statement with 10 days of contract award. Furthermore, Logista agrees for duration of the agreement, that we 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. Logista further agrees 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. Logista certifies that we are 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.

**BID FORMAT AND ORGANIZATION**

4.1 **Bid Format**
Logista has read acknowledges this section in its entirety.

4.1.1 **Bid Organization**
Logista has read and acknowledges this section in its entirety.

4.1.2 **Letter of Transmittal**
Logista has read and acknowledges this section in its entirety.
4.1.3 Financial Documentation
Documentation as outlined in RFP is included with our response.

EVALUATION

5.1 Evaluation Process
Logista has read and acknowledges this section in its entirety.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 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
SWOOPS INSURANCE AGENCY
A Division of Hardy Insurance
2203 Hwy. 45 N. PO Box 787
Columbus MS 39703

CONTACT NAME: Kalie Poole
PHONE/ FAX: (662) 328-1855 (662) 329-3690
EMAIL ADDRESS: kalie@swoopsins.com

INSURED
Office Management Systems Inc. DBA Logista
327 Yorkville Road East
Columbus MS 39702

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Travelers 25674

COVERAGES CERTIFICATE NUMBER: 21-22 Standard
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.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDBL SUBR INSD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>6303F432635</td>
<td>12/13/2021</td>
<td>12/13/2022</td>
<td>EACH OCCURRENCE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (If occurrence):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$300,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPOUND AGG:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTHER:</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td>8101L111347</td>
<td>12/13/2021</td>
<td>12/13/2022</td>
<td>COMBINED SINGLE LIMIT (For accident):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td>CUPJ3052724</td>
<td>12/13/2021</td>
<td>12/13/2022</td>
<td>EACH OCCURRENCE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000,000</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td>12/13/2021</td>
<td>12/13/2022</td>
<td>X PER STATUTE:</td>
</tr>
<tr>
<td></td>
<td>AND EMPLOYER'S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTHER:</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Y/N/A</td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(3 year)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Cyber/Professional Liability</td>
<td></td>
<td>91W90508</td>
<td>12/13/2021</td>
<td>12/13/2022</td>
<td>E.L. EACH ACCIDENT:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L., DISEASE - EA EMPLOYEE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L., DISEASE - POLICY LIMIT:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Aggregate Limit:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation apply to the General Liability and Auto Liability policies when required by written contract.UMBRELLA policy follows form. Waiver of Subrogation applies to the Workers Compensation policy when required by written contract.

CERTIFICATE HOLDER
(334) 293-4605 JPA-Notification@accs.edu
Alabama Community College System
Attn: ITS
PO Box 302130
Montgomery, AL 36130-2130

CANCELLATION
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
Mark Hardy/KALLE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
INS025 (201401)