Request for Bid

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

Submitted By:

Moffitt Technology Inc. 123 Medical Center Drive Prattville, AL 36066 334-358-1424/800-262-1222 www.moffitt-tech.com



January 21, 2022 BID#ACCS-2022-01 Returned By February 11th, 2022, 4:00pm CST

LETTER OF TRANSMITTAL



Moffitt Technology 123 Medical Center Drive Prattville, AL 36066

Ph: (334)358-1424 / (800)262-1222 Fax: (334)358-5147 / (800)222-1217

LETTER OF TRANSMITTAL

To:

Alabama Community College System

Joint Purchasing Agreement

From:

Moffitt Technology

123 Medical Center Drive

Prattville, AL 36066

Date:

January 21,2022

Subject:

ACCS-2022-01

This letter is to transmit that Moffitt Technology is officially submitting a response to the Request for Bid #ACCS-2022-01, Due February 11th, 2022, at 4:00 CST.

Russ Thompson, President, is authorized to make contractual obligations and to negotiate on behalf of Moffitt Technology Inc, can be reached at 334-358-1424.

Tara C Thompson, Office Manager, is authorized to make contractual obligations and to negotiate on behalf of Moffitt Technology Inc, can be reached at 334-358-1424.

Either Russ Thompson or Tara Thompson may be contacted for clarification to any part of this response.

Moffitt Technology accepts the Conditions Governing the Procurement unless explicitly noted within the response.

Moffitt Technology has received all amendments to the RFB.

Respectfully,

Russ Thompson

Tara Thompson

Ona Manyon

EVALUATION SUBMISSION FORM

Evaluation Submission Form

ACCS Website Address: www.moffitt-tech.com/ACCS

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 <u>JPA-Notification/adoe.edu</u>.

Vendor Name: Moffitt Technology Inc.	Last Updated: 1/27/2022	

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Tara Thomson Russ Thompson	334-358-1424 334-358-1424	tara@moffitt-tech.com russ@moffitt-tech.com
Sr. Account/Sales Manager(s) (by region if necessary)	Russ Thompson	334-358-1424	russ@moffitt-tech.com
Account/Sales Manager(s) (by region if necessary)	N/A		
Technical Support	Jeff Allen	334-358-1424	Jeff@moffitt-tech.com

BID INFORMATION INDEX

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

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Customer Satisfaction	Customer Satisfaction	9-10
Value Added Services	Value Added Services	10
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RESPONSE TO GENERAL REQUIREMENTS & SPECIFICATIONS

RESPONSE TO GENERAL REQUIREMENTS & SPECIFICATIONS

- 1.1 Moffitt Technology acknowledges, agrees, and will comply.
- 1.2 Moffitt Technology acknowledges, agrees, and will comply.
- 1.3 Moffitt Technology acknowledges, agrees, and will comply.
- 1.4 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.1 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.2 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.3 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.4 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.5 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.6 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.7 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.8 Moffitt Technology acknowledges, agrees, and will comply.
- 2.1.9 Moffitt Technology acknowledges, agrees, and will comply.
- 3.1 Moffitt Technology does not manufacture any products and therefore does not hold the ISO 9001 certification. We are responding to this bid with products from manufacturers with whom we hold an authorized partner and reseller position. Each manufacturer's authorization letter and ISO 9001 certifications are contained within the response. (Appendix A)
- 3.2 Moffitt Technology acknowledges, agrees, and will comply.
- 3.3 Moffitt Technology acknowledges, agrees, and will comply.
- 3.4 Moffitt Technology acknowledges, agrees, and will comply.
- 3.5 Moffitt Technology acknowledges, agrees, and will comply.
- 3.6 Moffitt Technology acknowledges, agrees, and will comply.
- 3.7 Moffitt Technology acknowledges, agrees, and will comply.
- 3.8 Moffitt Technology acknowledges, agrees, and will comply.
- 3.9 Moffitt Technology acknowledges, agrees, and will comply.
- 3.10 Moffitt Technology acknowledges, agrees, and will comply.
- 3.11 Moffitt Technology acknowledges, agrees, and will comply.
- 3.12 Moffitt Technology acknowledges, agrees, and will comply.
- 3.13 Moffitt Technology acknowledges, agrees, and will comply.
- 3.14 Moffitt Technology acknowledges, agrees, and will comply.
- 3.15 Moffitt Technology acknowledges, agrees, and will comply.
- 3.16 Moffitt Technology acknowledges, agrees, and will comply.
 3.17 Moffitt Technology acknowledges, agrees, and will comply.
- 3.18 Moffitt Technology acknowledges, agrees, and will comply.
- 3.19 Moffitt Technology acknowledges, agrees, and will comply.

- 3.20 Moffitt Technology acknowledges, agrees, and will comply.
- 3.21 Moffitt Technology acknowledges, agrees, and will comply.
- 3.22 Moffitt Technology acknowledges, agrees, and will comply (see below)

Product and Services Delivery Overview:

Moffitt Technology has a history of on time, on budget, project completion dating back over 20 years involving Audio, Video and Security Technologies. Our trained and certified staff can provide services including consulting, design, installation, programming, and ongoing support statewide and beyond. Integration of these three disciplines has allowed us to continue to solve a multitude of problems for customers from a variety of verticals. We are a licensed low voltage General Contractor and an approved Licensee in Access Control, Video Surveillance, and Alarm Monitoring contractor with an Alabama Electronic Board of Licensure as well as a current State of Alabama surveillance contract holder (T011) and State of Alabama access control contract holder (Mental Health)

Corporate Headquarters:

Prattville, Alabama 123 Medical Center Drive Prattville, AL 36066 334-358-1424

- 2- Account Executives
- 2- Project Manager/Programmer
- 1-Designer/Engineer
- 4- Technicians

Services Overview:

Moffitt Technology provides a variety of services from our Prattville offices. We offer installation, technical support, service calls, service contracts, system monitoring and replacement parts both warranty and non-warranty items, and training statewide for Audio Video and Security. Our **Technical Support Team** is available Monday through Friday 8:00am -4:30pm CST. You may contact us at 1-800-262-1222 or email Michaelaj@moffitt-tech.com to obtain assistance.

Problem Resolution

Noncontract technical support is managed on as available basis.

Available service plans offer priority care and mirror customer requirements

- 1. If the customer has a problem, contact is initiated through phone or email.
- 2. A trouble ticket is sent to the appropriate department: Customer Service, Technical Support, or the Account Manager.
- 3. The department will contact the customer and determine the course of action.
- 4. If after remedy the customer is not satisfied with this solution or if customer service feels it needs the attention of an administrator
- 5. Our goal is to be sure that our customers are completely satisfied with the work provided to them by Moffitt.
- 6. Once a ticket is completed their will be a follow up call to the customer scheduled for the next week to ensure the customer is satisfied with the resolution.

Customer Satisfaction

Moffitt has a customer satisfaction system that allows us to connect with our customers and maintain quality service (See Appendix B for sample). Moffitt conducts follow up calls two weeks after an installation and two weeks after a service calls and during these calls we ask the following questions:

How is your new system working?

Are you pleaged with the service/installation we provided?

Would you recommend Moffitt?

Do you feel that what Moffitt met the expectations of the items you thought you were receiving?

Value Added Services

Moffitt provides all services out of one of two Prattville offices.

Technical Support:

Our Technical Support Team is available Monday through Friday 8:00am -4:30pm CST by appointment. You may contact us at 1-800-2622 for service of any type.

Service Calls:

Our service technicians are available Monday through Friday 8:00am -4:30pm CST by appointment. You may contact us at 1-800-262-1222 or michaelaj@moffitt-tech.com to get a service ticket started.

Preventative Maintenance:

Moffitt provides service contracts as requested. This includes equipment inspection, cleaning, alignment, resetting timers and recommended repairs, we will send a report to the customer detailing the situation and our recommendation.

Repai /Replacement Parts:

Moffi t provides warranty and non-warranty services. We support all our manufacture's warranties.

Installation Services:

Moffie Technology provides complete solutions from concept to commissioning, this included design, programming, installation, and integration services. We also provide owner manuals and system training for the end user upon completion of the installation. Moffitt can install owner furnished equipment as well as items that were purchased from Moffitt during a system installation.

Installation Warranty:

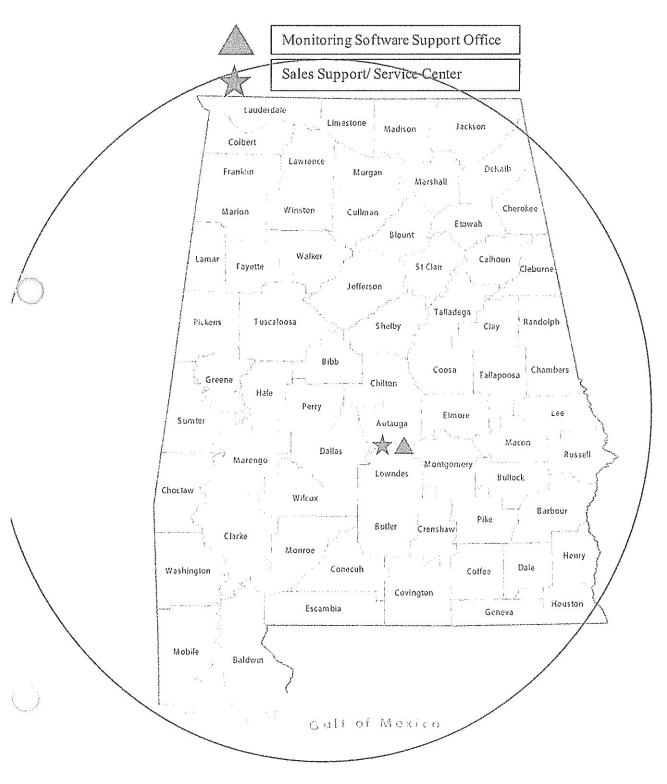
A 90-day quality of installation warranty ensures that the installation is satisfactory and, the customer will have 90 days to identify any problems. Moffitt provides technical phone support M-F 8:00 am — 4:30 pm Central time. After those 90 days we will provide onsite service calls based on our service call rates. Servide and Maintenance contracts are available for each project. After hour service is available through service contracts or emergency rates.

System Monitoring: Moffitt offers optional remote monitoring of access control or surveillance

Training:

Upon completion of our installations, we provide training for requested parties.

Statewide Coverage



C

3.23 Moffitt Technology acknowledges, agrees, and will comply.

3.23 Reporting

Moffitt Technology agrees to provide quarterly utilization reports to the ACCS system in conjunction with the schedule and contents described in the RFB. If selected as a vendor, Moffitt Technology will work to provide electronic delivery of reports or direct access to internet or other data bases that may be used to administer the agreements or support marketing activities.

A minimum sample report for equipment purchases will be:

	Moffitt Technology			
Ç	Quarterly Usage Report			
	First Quarter			
Jan 2014-Mar 2014				
ABC Technical School				
Multimedia Hardware	\$182,000			
Video Conferencing	\$	168,000		
Grand Total	\$	350,000		

Additional information will be available as required

3.24 Moffitt Technology acknowledges, agrees, and will comply.

3.24 Electronic Commerce

If selected as a vendor, Moffitt Technology will comply with this requirement to provide the complete ESS as well as product specifications and options. Baseline pricing will be available at www.moffitt-tech.com. Moffitt will maintain vendor pricing at this site and has plans to provide order processing at this site in the future. Until then customers will send orders to sales@moffitt-tech.com

- 3.25 Moffitt Technology acknowledges, agrees, and will comply.
- 3.25 Breadth of Offering: Moffitt Technology acknowledges agrees and will comply:

Audio and Video Conferencing Equipment: Biamp, Kramer, Dukane, Phillips

Multimedia Hardware: Dukane, Philips, Kramer, Elite screens

Video Surveillance and Emergency notification: Vicon, ACTi, Aiphone, Valcom

Key and Access Control: HID readers, Maxxess Software

Communications: Southern Linc, Avaya, Crestron, Cisco

Professional services: Cabling, Equipment Mounting, Commissioning, Training Design, Installation of Audio, Video, Security Equipment

Software: Moffitt provides software related only to Audio-Video Control and Access control. Moffitt does not supply operating systems.

*List of Brands/models being offered is located within the list of base prices (Appendix D)

3.26 Moffitt Technology acknowledges, agrees, and will comply.

3.26 Account Representatives Michaela Johnson, Representative Moffitt Technology 123 Medical Center Drive Prattville, AL 36066 334-358-1424 michaelaj@moffitt-tech.com

Russ Thompson/CTS/PMP
President/ Primary Account Manager
Moffitt Technology
123 Medical Center Drive
Prattville, AL 36066
334-358-1424
russ@moffitt-tech.com

Tara Thompson
Marketing Supervisor
Moffitt Technology
123 Medical Center Drive
Prattville, AL 36066
334-358-1424
tara@moffitt-tech.com

Technical Support Moffitt Technology 123 Medical Center Drive Prattville, AL 36066 334-358-1424 jeff@moffitt-tech.com

3.27 Moffitt Technology acknowledges, agrees, and will comply.

Felissa Clemons
Director of Operations
Autauga County Schools
153 West 4th ST. Prattville Al 36067
(334) 365-5706 Ext.10003
School wide paging, intercom, surveillance

Brian C. Espy, P.E. Chief, General Services Branch

- 3.41 Moffitt Technology acknowledges, agrees, and will comply.
- 3.42 Moffitt Technology acknowledges, agrees, and will comply.
- 3.43 Moffitt Technology acknowledges, agrees, and will comply.
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- 3.46 Moffitt Technology acknowledges, agrees, and will comply.
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- 3.49 Moffitt Technology acknowledges, agrees, and will comply.
- 3.50 Moffitt Technology acknowledges, agrees, and will comply.
- 3.51 Moffitt Technology acknowledges, agrees, and will comply.
- 3.52 Moffitt Technology acknowledges, agrees, and will comply.
- 3.53 Moffitt Technology acknowledges, agrees, and will comply.
- 4.1 Moffitt Technology acknowledges, agrees, and will comply
- 4.1.2 Suppled as requested
- 4.1.3 Supplied as requested
- 5.1 Moffitt Technology acknowledges, agrees, and will comply

Appendix A ISO Certificates and Authorized Dealer Letters

- Tab 1- ACTI
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- Tab 14- Peerless
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- Tab 16- Shure
- Tab 17- SouthernLine
- Tab 18- Valcom
- Tab 19- Vicon



ACTi Corporation Inc.

3 Jenner Ste 160 Irvine CA 92618 USA I oli Free 1-856-410-2284

2/11/2022

To whom it may concern

This letter certifies that Moffitt Technologies is certified to install and maintain the entire ACTi Corp. product line. Moffitt Technologies is presently in good standing with ACTi and its distributors. As a supplier of ACTi products, Moffitt Technologies will receive full factory support.

ACTi Corp.

www.acti.com

Jenner
Suite 160
Irvine, CA 92618
(917)547-0954



February 8, 2022

To whom it May concern:

This letter certifies that Moffitt Technologies is an authorized reseller and installer of Aiphone equipment and systems.

Moffitt Technologies has received training and is in good standing with Aiphone and as an Aiphone dealer will receive full support from the manufacturer.

Sincerely,



LARRY OLIVER

REGIONAL SALES REPRESENTATIVE

AL, TN, MS

Aiphone Corporation

Killen, AL

256 284-3759

Larry.Oliver@aiphone.com

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January 30, 2022

To whom it may concern:

LETTER OF AUTHORIZATION

Biamp Systems is a leading provider of professional AV equipment well-suited for a variety of applications, including conferencing, paging, and video.

This letter is to authorize Moffitt Technology to sell and install the TesiraFORTE range of products offered by Biamp Systems.

Yours Sincerely,

Brian J Davis

Regional Area Manager Biamp Systems

EXECUTIVE TEAM

Rashid Skaf - President, Chief Executive Officer and Co-Chairman

Joe Andrulis - Executive Vice President of Corporate Development

Alex Buchanan-Munro - Vice President and Chief Financial Officer

HISTORY

1976: Biamp Systems is founded

1979-1985: Equipment only sold in music stores

1986: MixPak Powered Mixer (the first product for the professional AV market) introduced

2001: Audia DSP platform launched

2010: Vocia Voice Communication System launched

2011: Tesira flagship DSP platform launched

2014: TesiraFORTÉ launched

2015: Devio launched

2016: TesiraLUX launched

2018: Parlé launched: Biamp acquires Cambridge Sound Management

2019: Crowd Mics, TesiraCONNECT, Desono, TesiraXEL launched; Biamp acquires Community and Apart Audio

2020: TEC-X. LVH-900. Modena Hub. Crowd Mics Online, TesiraCONNECT TC-5D launched; Biamp acquires HRT

WHAT WE DO

Biamp connects people through extraordinary audiovisual experiences. For over 40 years, we've developed professional AV solutions that enable great communication for spaces ranging from small rooms to large public venues.

We strive to provide clients with exceptional product quality and are dedicated to offering the best customer service in the industry. Our systems are deployed at over 10,000 locations in more than 100 countries around the world.

SOLUTION OFFERINGS

Conferencing for Large and Small Spaces

Biamp conferencing solutions incorporate intuitively designed controls and natural sound quality, eliminating distractions and allowing participants to focus on the task at hand.

UC Solutions

Our conferencing solutions are fully certified for use with Microsoft Teams and Google Hangouts, and are whitelisted for Zoom, serving to further enhance these powerful platforms.

Wireless Presentations

With Biamp's wireless presentation solutions, every laptop, tablet, or mobile device can both share screens with the room display and receive content, resulting in more productive meetings.

Networked Video Distribution

Our video encoders and decoders support real-time video distribution over the network, with patented, automated lip sync management, low latency transmissions, and exceptional image quality.

Sound Masking

Our sound masking products eliminate noise distractions and help improve speech privacy—significant issues that directly affect employees' job satisfaction and productivity.

Voice Communications

By offering end-to-end capabilities that integrate seamlessly with sound masking and other technologies, our voice communication products are engineered for superior reliability and unparalleled scalability.

Audience Engagement

Our unique audience engagement platform allows audiences and presenters to interact seamlessly. By immersing the audience in discussions, you can create more dynamic, memorable, and fun experiences.

Venue-Specific Audio

Every space has its own unique acoustic needs, which is why we provide a wide range of solutions to serve conference rooms, stadiums, retail spaces, and all venue types in between.



CERTIFICATIONS

- · ISO 9001:2015
- EN 54-16
- EN 54-24
- NFPA 72
- RINA

MEMBER ORGANIZATIONS

- · AIA
- AVIXA
- · Avnu Alliance
- BICSI
- HIMSS
- NFPA
- NSCA
- PAMA
- PSNI

MEDIA CONTACT

Biamp Systems

Kiersten Szatkiewicz kiersten.szatkiewicz@biamp.com +1 971.713.7350

OUR PRODUCT FAMILIES

Tesira: Tesira is the evolution of enterprise audio, delivering smarter system modularity, breakthrough performance, and boundless expansion potential. Packed with audio and video DSP capabilities, Tesira enables truly extraordinary communication. The Tesira family includes:

- TesiraFORTÉ: Optimized fixed I/O audio DSPs.
- TesiraLUX: Video encoders and decoders for real-time video distribution over the network.
- TesiraCONNECT: A centralized connection point for all Biamp devices within a meeting space, available with Dante support for dual-network flexibility.
- TesiraXEL: Rack-mounted, 100% asymmetric amplifiers.

Devio: Designed with huddle rooms in mind, Devio is a collaboration tool that brings Biamp's full conference room audio and video to smaller spaces.

Parlé: Our family of dynamic Beamtracking microphones deliver superior audio experiences via 360° voice tracking that enables complete room coverage.

Desono: Tesira offers end-to-end solutions for both conferencing and sound reinforcement with our Desono family of loudspeakers, available in multiple styles.

Modena: Our wireless presentation systems enable participants to share screens with others or connect their UC software with their room's AV equipment, offering true wireless collaboration.

Crowd Mics: Turns every smartphone into a wireless microphone, leading to more memorable, immersive, and fun experiences for local and remote attendees alike.

Vocia: A multipurpose Voice Communication System, the Vocia platform provides users with unprecedented reliability, scalability and flexibility.

Cambridge: Our line of sound masking solutions protect speech privacy, reduce noise distractions, and increase workplace productivity for organizations of all sizes.

Community: Our family of premium speakers targeting demanding indoor and outdoor applications including commercial, leisure, stadiums, and other large venues.

Apart: Full signal path functional commercial and leisure audio solutions for small and mid-size venues, including retail, food service, education, and small offices.

February, 14, 2022

Moffitt Technology 123 Medical Center Drive Prattville, AL 36066 Account #135196

Re: Authorized Dealer Verification

To Whom It May Concern:

This letter serves as confirmation that *MOFFITT TECHNOLOGY* is an authorized dealer of all Chief, Da-Lite, MAP, C2G, Wiremold and Vaddio products. We are committed to providing *MOFFITT TECHNOLOGY* with commercially available products in sufficient quantities to meet the requirements of your organization.

For further information on our products and their features and applications, please visit our website at http://www.legrand.com or contact our Customer Care teams.

If you have any questions, please contact our Sales Operations team at AV Sales Operations av.sales.operations@legrand.com.

Sincerely,

Steven Durkee

Dtu Delee

President - Commercial Products



Dukane Corporation Audio Visual Products Division 2900 Dukane Drive St. Charles, IL 60174 (630) 584-2300 FAX: (630) 584-5156

January 31, 2022

This letter is to verify that:

Moffitt Technology, Inc. 123 Medical Center Dr. Prattville, AL 36066

is an Authorized Dukane Dealer in good standing and is authorized to sell products of Dukane Audio Visual Division, and is an authorized distributor partner for the Elite Screens, Peerless, Philips and Kramer line of products.

Please do not hesitate to contact me directly with any questions.

Sincerely,

Scott Doombor

Scott Doornbos Dukane Audio Visual Products National Sales Manager 1-800-269-9715 sdoornbos@dukane.com



Russ Thompson Moffitt Technology January 28,2022

Moffitt Technology 123 Medical Center Drive Prattville AL 36066

To whom it may concern:

Card Lock Company Inc. is an authorized distributor for HID products.

Moffitt Technology is authorized to purchase all HID access control products through Card Lock Company, Inc. and resell them in all applications including Government institutes.

Sincerely,

Jimmy Thompson President Card Lock Company



SHURE INCORPORATED 5800 WEST TOUNY AVE NILES, IL 60714-4608 USA P: 847-600-2000 F: 847-600-1212 WWW.SHURE.COM

February 9, 2022

Moffitt Technology 123 Medical Center Dr Prattville, AL 36066

To whom it may concern:

This letter is to inform you that Moffitt Technology located in Prattville, AL, is an authorized dealer of Shure products and is in good credit standing with our credit department. Should you have any questions, please feel free to call me at 512-288-3644.

Sincerely,

Kevin Smith

Director, Sales Integrated Systems

Shure, Inc.

KS: KB



January 28,2022

To Whom It May Concern:

Re: State of Alabama

Thank you for choosing Valcom Products.

Mijim

This letter is to acknowledge that Moffitt Technology Inc, located in Alabama is an authorized reseller of Valcom products.

Valcom products are manufactured in our state of the art facility located in Roanoke, VA.

Valcom Systems comply with the Buy America Act provisions in the American Recovery and Reinvestment Act of 2009.

Sincerely,

Johņ∕Ŵ. Mason

President

cc: T. Thomas/file

Moffitt Technology, Inc

Appendix B

Industry and Company Certifications

Appendix C

Equipment and Services Schedule

Appendix D

List of Base Prices

- ACTi
- Aiphone
- Avaya
- Biamp
- Chief
- Cisco
- Cleartouch
- Crestron
- Dukane
- Elite Screens
- HID Global
- Kramer
- Maxxess
- Peerless
- Philips
- Shure
- SouthernLinc
- Valcom
- Vicon

ACTi Corporation List Pricing

Aiphone Co.,LTD List Pricing

Biamp Systems List Pricing

Chief List Pricing

Cisco List Pricing

Cleartouch List Pricing

Crestron List Pricing

Crestron Electronics, Inc.

United States List Price Price List January 28, 2022

Should you have any further questions of need any additional information, please refer to the Crestron "Standard Terms and Conditions of Sale" document.

Products may be purchased from participating authorized Crestron dealers and distributors. Prices do not include the cost of installation, configuration, programming, delivery, or applicable taxes.

*Advertised Price is Grestron's suggested discounted price. Products with Advertised Prices are not eligible for other Crestron discount programs.

Dukane Corporation List Pricing

Elite Screens Inc. List Pricing

HID Global List Pricing

Kramer Electronics List Pricing

Maxxess List Pricing



Maxxess Systems Inc Authorized Reseller Price Book

Effective Date Sunday, March 1, 2020

Ref: MSI P/L Rev 1147 Dated: 20-Feb-20

Rev v2.2

- 1. This Price Book lists prices for Maxxess products and services available to its customers.
- 2. All prices in this Price Book are subject to change without notice.
- 3. Maxxess is not responsible for any typographical errors.
- 4. All trademarks and registered trademarks in this Price Book are the properties of their respective owners.
- 5. Purchase orders shall be delivered to Maxxess via email to orders@maxxess-systems.com, and are subject to acceptance by Maxxess.
- 6. Each order submitted to Maxxess shall contain the following information:
- The identification of the Maxxess Product by name, part number, quantity, price, any claimed discount.
- Shipment instructions, including destination and any special terms, including requested delivery dates
- Your name, address, phone number, and account number
- Maxxess Quote Number starting "MQ", if one has been provided to you.
- 7. Upon acceptance of your order by Maxxess, You will receive an order confirmation by email.
- 8. To request a quote, please email, quotes@maxxess-systems.com or contact Maxxess Systems at 800-842-0221 or 714-772-1000

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ı	MAX _{ES}
ı	TVV VXLS.

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HID ICLASS SE 13.56 MHz Credentials	6.2
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Card Printers, Accessories, and Badging Supplies	10
Software Support	
Extended Hardware Warranty	
Training and Professional Services	
SALTO Sallis Solutions	
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Terms & Conditions	
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A TERMS & CONDITIONS OF SALE



- 1. Minimum order is seventy-five dollars (\$75.00)
- 2. All prices and product specifications are subject to change without notice.
- 3. Any applicable taxes are over and above published prices. Where applicable, purchaser shall provide a tax exemption and or certificate acceptable to the taxing authority.
- 4. All orders must be accepted and approved by Maxxess prior to shipping.
- 5. Prices in effect at time of order will apply, unless purchaser delays delivery.
- 6. All pricing is F.O.B. the Maxxess factory in Yorba Linda, CA USA.
- 7. Development, Integration, Professional Services, and training fees must be prepaid before activity begins.
- 8. All shipments will be sent C.O.D., cash or certified check except where credit has been approved by Maxxess. Each purchase order is subject to credit approval.
- 9. Maxxess will not be liable for any loss of or damage to, goods while in transit. Standard shipping does not include insurance; therefore, if insurance for a shipment is desired, the request must be indicated on the purchase order.
- 10. Maxxess will make every effort to see that orders are shipped on time, but Maxxess will not be held liable for delays or losses for any reason whatsoever.
- 11. Unless otherwise specified, all shipments will be sent via Maxxess' carrier of choice.
- 12. Maxxess will not warranty or support any installation that does not meet the Maxxess Configuration Guide or Manuals.
- 13. All third party products such as credentials, readers, printers and printer supplies are final sale; no returns once ordered.
- 14. Merchandise being returned to our factory must have a Return Material Authorization (RMA) number. Contact the Customer Service Department for a Return Authorization number.
- 15. Credit for any goods returned under an RMA other than for service will be applied to the customer's account and may be utilized for future orders. Maxxess does not provide cash refunds for returned goods.
- 16. Merchandise over 90 Days old may not be returned for credit. Any merchandise returned for credit must be approved in advance. Merchandise returned to Maxxess in a container which has not been opened will be subject to a restocking charge. Merchandise returned to Maxxess in a container
- 17. Goods returned for service under warranty will be returned to sender with freight prepaid by Maxxess via Ground carrier of Maxxess choice. Customers will be charged freight on warranty items if they require shipment other than Ground. Customers will be charged freight for goods returned out of warranty.

 18. Out of warranty goods returned for service will be subject to a \$150.00 Flat Rate Repair Fee. Customers will be charged freight for out of warranty
- goods repaired by Maxxess.

 19. All goods being returned to the Maxxess factory must have freight prepaid and have the Return Material Authorization number marked clearly on the outside of the box. Otherwise it will be returned to the sender unopened.
- 20. Registered eFusion configurations may be modified to eliminate licensed capabilities that are no longer required or used. This action will terminate the license associated with the eliminated capabilities and the software support fees will be adjusted to reflect the modified licensed capabilities. Subsequent

TERMS & CONDITIONS OF SALE (continued)



Advanced Replacement Program

Maxxess offers an Advanced Unit Replacement program for emergency replacement of Maxxess products when required. When an advanced unit is requested, a replacement unit will be shipped immediately upon the issuance of an RMA and prior to the return of the defective unit. There will be a Seventy-Five Dollar (US \$75.00) non-refundable advanced unit fee for this service.

Upon shipment of the advanced unit, Maxxess will invoice you for the advanced unit fee plus One Hundred and Fifty Dollars (US \$150.00) Flat Rate Repair fee. Upon return of the faulty unit, you will be invoiced as follows:

Item Under Warranty: You will be credited One Hundred and Fifty Dollars (US \$150.00)

Item out of Warranty: You will receive no further invoice. The invoice for the advance unit must be paid in full.

If a unit fails within 60 days of the original date of shipment, the unit will be considered DOA. Maxxess will ship an advanced unit replacement and will waive the advanced unit fee for DOA units.

Maxxess allows you 15 days to return material against an Advanced Replacement RMA. The 15 day timeline begins on the day that the RMA is issued. If the failed unit is not returned in 15 days, you will be invoiced for the unit. Maxxess will return any RMA units returned after the 15 day period and will not issue credit for the unit.

Please note that no goods will be accepted for return without first obtaining an RMA number. RMA numbers can be obtained from Customer Service in the US by calling +1 (714) 772 1000 or emailing returns@maxxess-systems.com. When requesting an RMA, you will need to provide Maxxess the following information:

Part Number

Serial Number

Reason for Return

Maxxess requires that a service technician contact the Maxxess Technical Support Team before you request an Advanced Unit Replacement.

B Maxxess Warranties

Limited Hardware Warranty

- 1. Maxxess warrants the hardware products it supplies to be free from defects in material and workmanship for a period of twelve months (12) from the date of receipt. All consumables are exempt from this warranty.
- 2. Hardware supplied, but not manufactured by Maxxess is covered only by the manufacturer's warranty. Maxxess does not provide any additional warranty coverage for this hardware. In the event of a warranty issue with this hardware, Maxxess will coordinate with the customer and the hardware manufacturer to provide warranty coverage, but Maxxess accepts no responsibility for the manufacturer's performance or non-performance under their warranty.
- 3. During the warranty period, Maxxess will repair (or, at its option, replace) at no charge, components that prove to be defective, provided the Maxxess hardware product is returned, shipping prepaid, to Maxxess. Merchandise being returned must have a valid RMA (Return Material Authorization) number clearly indicated on the outside of the carton or it will be refused by Maxxess. To get an RMA number, please call Customer Service in the US on +1 (714) 772 1000 or emailing returns@maxxess-systems.com.
- 4. This warranty does not apply in the event of any failure caused by:

Any act of Nature (Earthquake, Lightning, Flood, etc.)

War, Riots, Strikes, Fire, Social Commotion, etc

Laws, Changes in Laws, Illegal acts etc, or any other casualties or contingencies beyond the control of either party.

- 5. This warranty does not apply if, in the opinion of Maxxess, the hardware product has been damaged due to abuse, misuse, misapplication, and accident or as a result of service or modification by other than an authorized Maxxess service center.
- 6. No other warranties are expressed or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Maxxess shall not be held responsible for any consequential damages or losses arising from the use of this product.

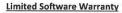
Maxxess Warranties (continued)

Limited Software Warranty

- 1. LIMITED WARRANTY FOR SOFTWARE. Maxxess warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state /jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.
- a. SOFTWARE SUPPORT. Maxxess will provide Standard Software Support for the Software during the Limited Warranty Period. If you require support during this period, please contact Maxxess by e-mail at support@maxxess-systems.com or by telephone at +1 (800) 926-2609 or +1 (714) 772-1000.
- b. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Maxxess, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Maxxess's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 10 (C) ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states / jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.
- c. YOUR EXCLUSIVE REMEDY. Maxxess's and its partners' entire liability and your exclusive remedy for any breach of this Limited Warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at Maxxess's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Maxxess. You will receive the remedy elected by Maxxess without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software to Maxxess).

This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Maxxess will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Maxxess's warranty remedy procedures.

Maxxess Warranties (continued)





- 2. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Maxxess and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.
- 3. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MAXXESS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATON, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MAXXESS OR ANY SUPPLIER, AND EVEN IF MAXXESS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4. EXCEPT AS STATED IN SECTION 10A, MAXXESS AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTIES. IN PARTICULAR, THE SOFTWARE AND ANY SOFTWARE MEDIA ARE PROVIDED AS IS, WITHOUT ADDITIONAL WARRANTY OF ANY KIND, AND MAXXESS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY'S PATENT(S), TRADE SECRET(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHTS. MAXXESS AND ITS SUPPLIERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE OR SOFTWARE MEDIA WILL BE CORRECTED. FURTHERMORE, MAXXESS AND ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAXXESS OR MAXXESS'S AUTHORIZED REPRESENTATIVE SHALL CREATE

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5. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Maxxess and any of its partners under any provision of this EULA and your exclusive remedy hereunder (except for any remedy of repair or replacement elected by Maxxess with respect to any breach of the Limited Warranty) shall be limited to the greater of the actual damages you incur in reasonable reliance on the Software up to the amount actually paid by you for the Software or US\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 1, 2 and 3) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

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