



# Joint Purchasing Agreement

February 11, 2022 4:00 CST

# **NWN Carousel Proposal Presented By:**

James Lambert
Account Executive
(205) 578-5974
JLambert@carouselindustries.com

Scott Smeltzer Account Executive (205) 578-5976

ssmeltzer@carouselindustries.com



February 11, 2022

Alabama Community College System Joint Purchase Agreement Administrator

Attn: ITS

ipa-notification@accs.edu

## **RE: Joint Purchasing Agreement**

Hello Joint Purchase Agreement Administrator,

NWN Corporation ("NWN Carousel") is pleased to collaborate with Alabama Community College System (ACCS) in support of ACCS's Joint Purchase Agreement for Technology Equipment and Services. We are proposing "Best Value" equipment, services, and solutions that are in alignment with Strategic Goals, Business Goals, and Technical Needs. NWN Carousel has over 30 years of experience providing our clients with services that improve operational efficiency and productivity, manage business risk, and provide a predictable cost model. Today we deliver exceptional customer experiences for 7,000 of the largest organizations across the USA.

Clarification Contact: James Lambert
Contact Title: Account Executive
Contact Phone: (205) 578-5974

Contact Email: <u>JLambert@carouselindustries.com</u>

I am able to negotiate contract and contractually obligate for NWN Carousel. We acknowledge receipt of all amendments and accept the Conditions Governing the Procurement. Please feel free to contact me, or Clarification Contact, with any questions you may have regarding this response or if you would like further information.

We appreciate the opportunity to serve Alabama Community College System and your constituents.

Sincerely, NWN Carousel

—Docusigned by: Jerry Stroud

Terry Stroud
Regional VP of Sales
(601) 718-3333

TStroud@carouselindustries.com





# **Table of Contents**

Letter of Transmittal	
4.1.3 Financial Documentation	3
6.5 Evaluation Submission Form - Appendix E	4
Vendor Contact Information	
BID INFORMATION INDEX	5
General Requirements	6
3.1 Acceptance of Conditions Governing the Procurement	<del>6</del>
3.2 Incurring Cost	
3.3 Vendor Responsibility	6
3.4 Serving Sub-Contractors	6
3.5 Amended Bids	6
3.6 Vendors' Rights to Withdraw Bid	7
3.7 Bid Offer Firm	7
3.8 Disclosure of Bid Contents	7
3.9 No Obligation	7
3.10 Legal Review	7
3.11 Governing Law	8
3.12 Basis for Bid	8
3.13 Agreement Terms and Conditions	8
3.14 Vendor Qualifications	8
3.15 Change in Vendor Representatives	9
3.16 Equipment and Services Schedules	9
3.17 Benefit of Cost Reduction	9
3.18 Bid Terms	9
3.19 Fiscal Funding	9
3.20 Insurance	9
3.21 New Products	10
Specifications	11
3.22 Product and Services Delivery Overview	11
Coverage Map	
Technical Capabilities	
NWN Carousel Support and Escalation Services	14
Customer Satisfaction Surveys	
NWN Carousel Value Added Services	16
3.23 Reporting	
3.24 Electronic Commerce	
3.25 Breadth of Offering	
3.26 Primary Account Representative	
3.27 References	
3.28 Pricing Level and Guarantee	
3.29 Oral Presentation and Demonstration	
3.30 Equipment and Services Schedule	24



3.31 Scope of Work	24
3.32 Title Passage	25
3.33 Quantity Guarantee	25
3.34 Order of Precedence	25
3.35 Payment Provisions	25
3.36 Shipment and Risk of Loss	26
3.37 Warranties	26
3.38 Price Guarantees	26
3.39 Technical Support	27
3.40 Product Delivery	27
3.41 Impracticality of Performance	27
3.42 Records and Audit	27
3.43 Use of Subcontractors	27
3.44 Indemnification	28
3.45 Website Maintenance	28
3.46 Ethics	28
3.47 Replacement Parts	29
3.48 FCC Certification	29
3.49 Site Preparation	29
3.50 Assignment	29
3.51 Survival	29
3.52 Lease Agreements	29
3.53 Vendor Disclosure Statement	30



# 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)

**NWN Carousel Response:** Please see attached signed documentation



# 6.5 Evaluation Submission Form - Appendix E

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-notificationrd.accs.edu

Vendor Name: NWN Carousel
Date: February 11, 2022
Website Address: www.nwncarousel.com

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	James Lambert Account Executive	(205) 578-5974	<u>jlambert@carouseli</u> <u>ndustries.com</u>
Account/Sales Manager(s) (by region if necessary)	Scott Smeltzer, Account Executive	(205) 578-5976	ssmeltzer@carous elindustries.com
Technical Support	Matt Hafner, Solution Architect	(401) 667-6944	mhafner@carousel industries.com
Primary Contract Executive(s)	Terry Stroud, Regional Sales Director	(601) 718-3333	tstroud@carouseli ndustries.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_NWN	Dogo 11
	Carousel Proposal"	Page 11
Geographic Coverage	"ACCS_NWN	Page 13
	Carousel Proposal"	
Availability of Technical Support	"ACCS_NWN	Page 13
	Carousel Proposal"	
Problem Resolution	"ACCS_NWN	Page 14
	Carousel Proposal"	
Customer Satisfaction	"ACCS_NWN	Page 14
	Carousel Proposal"	
Value Added Services	"ACCS_NWN	Page 16
	Carousel Proposal"	
Reporting	"ACCS_NWN	Page 16
	Carousel Proposal"	
Electronic Commerce	"ACCS_NWN	Page 16
	Carousel Proposal"	
Breadth of Offering	"ACCS_NWN	Page 17
	Carousel Proposal"	
Primary Account Representative	"ACCS_NWN	Page 20
	Carousel Proposal"	
References	"ACCS_NWN	Page 21
	Carousel Proposal"	
Pricing Level and Guarantee	"ACCS_NWN	Page 22
	Carousel Proposal"	



# **General Requirements**

# 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.

NWN Carousel Response: Please see ISO Document Attached

# 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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 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).

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# **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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms



# 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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 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.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. Manufactures will adjust their MSRP price lists depending on the current status of supply change issues. Published MSRP prices will be updated as the manufacture adjusts it.

#### 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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 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.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms

# 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.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. Please see Exceptions to Alabama Community College ACCS 2022-01 Attached.

# 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.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms

#### 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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms.

#### 3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.



NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to, manufacturer price reductions and special promotional offerings.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. Please see Exceptions to Alabama Community College ACCS 2022-01 Attached.

# 3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.20 Insurance

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



the life of this contract, the following minimum insurance:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory — Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence Personal and Advertising Injury Products/Completed Operations General Aggregate	\$2,000,000 \$2,000,000 \$2,000,000 \$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.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. Please see Exceptions to Alabama Community College ACCS 2022-01 Attached.

#### 3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms



# **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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 3.22 Product and Services Delivery Overview

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

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

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided. Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. NWN Carousel has partnered with The Alabama Community College System (ACCS) to support our mutual Customers (Alabama Higher Education entities) to provide world-class equipment, services, and solutions for 3 Years. We start with the right technology partners who provide Alabama Higher Education Entities with the solution that fits their needs and offer our experienced and certified engineers, sales, and field techs to ensure that our Customers solution works and meets each of their unique needs.

Our offering details the technology equipment and value-added professional services for:

- Avaya
- Cisco
- Fortinet
- Extreme
- Juniper
- ➢ Poly
- NWN Carousel UC Complete

Our AV products offering includes:



- Biamp
- > QSC
- Crestron
- Da-Lite
- Epson
- > JBL
- Chief
- Panasonic
- Newline
- ▶ LG
- Samsung
- ➤ Sharp NEC

Our proposed offering includes the flexibility and assurance of these products integration and compliance to your requirements. Our strength lies in our ability to design, deliver and support enterprise-level technology solutions that become the foundation of our clients' business. We also supplement our client's teams as needed with onsite technical and engineering support. Our solutions integrate the best applications from the best technology providers and are implemented with agility and speed to create a competitive advantage for our clients. This combined with our manufacture level of partnership offers ACCS the best in breed products with the highest value and discount levels.

The products we are offering cover a wide range of categories, some of these are:

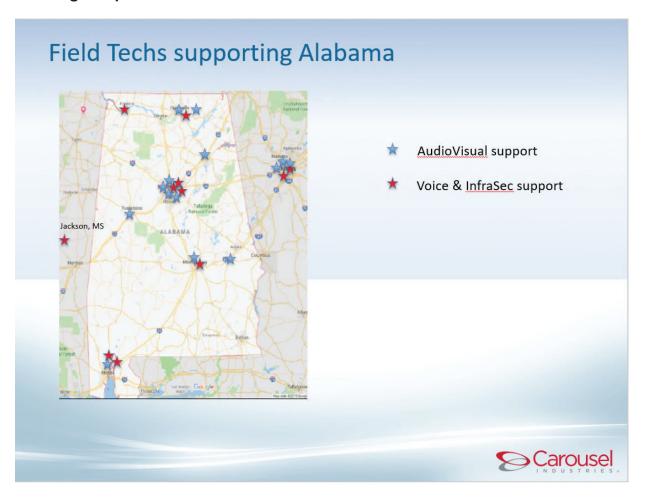
- > Avaya Avaya Voice, UC and Contact Center
- Cisco Cisco UC, Security, Networking, Wireless, Cloud, Data Center, Contact Center, Video & Collaboration
- **Extreme** Network Infrastructure, Wireless, Data Center and Network Management
- ➤ Juniper Network Infrastructure, Wireless & Data Center
- ➤ Polycom Video Collaboration and Voice Endpoints

The products we are offering cover a wide range of categories, some of these are in **Audio-Visual** include:

- Integrated Audio-Visual Meeting Environments
- ➤ High Definition Video Conferencing Systems
- Custom TelePresence Solutions
- Multi-Point Bridging Services
- Worldwide Video Conference Room Rental Services
- Video Managed Services and Remote Clients
- Management Applications and infrastructure, content streaming and security
- Sound Masking
- Digital Signage



#### **Coverage Map**



#### **Technical Capabilities**

NWN Carousel offers high-end expertise to design, create, integrate and support compelling IT solutions for our customers' network. We can provide infrastructures, helping reduce costs and increase efficiencies. Our solutions provide a clear return on investment for both large and small organizations spanning numerous verticals. This holistic approach offers tremendous advantages over other providers and saves our customers significant time and expense. NWN Carousel also has and maintains the highest level of certifications demanded from these manufactures.

### **Project Management and Implementation Approach**

Effective project management is a critical component to the implementation success of all of NWN Carousel's projects. NWN Carousel follows the PMI (Project Management Institute) methodology and compliments it with years of implementation experience. We have combined our process with a series of Best Practices highlighted below to help achieve successful projects with the highest levels of customer satisfaction.

- > Sales engineering review of customer equipment and implementations to ensure interoperability of equipment and efficiency of design
- Our systems' integration processes are centered around communications with the customer, so the installation job goes smoothly with minimum interruption to the daily



- working environment
- Our project managers follow PMI procedures as we move through the project life cycle.
- > The Project Manager will act as a single point of contact during the implementation
- ➤ We plan for a standard lead time of 6-8 weeks from SOW signature to first day onsite for installation
- Staging and pre-testing of equipment before it goes out into the field
- At the conclusion of the installation, each room is put through a rigorous commissioning process to ensure that the system is fully functional and without any hidden issues

#### **Project Execution**

Carousel understands that the first step to stable ongoing operations is the effective implementation of technology through a phased, managed process. Carousel's Project Management team is dedicated to meeting and exceeding your expectations. Through tightly controlled project scope assessments, project risk analysis, thorough test phases, project status reporting procedures and performance documentation, our project management resources ensure quality delivery.

Key project artifacts supporting this quality approach include:

- > Statement of Work that clearly articulates project deliverables, scope, and timeline
- > Project Plan in Microsoft Project format, tracked in Carousel's overall MS Project Server
- Weekly Project status reports to monitor and manage project execution
- > Action/Issue list to manage exception circumstances in a transparent and open manner
- > Communications Plan to ensure all concerned parties are informed
- > Testing and Acceptance Plans to measure achievement of business objectives
- ➤ Hand-over Plans to transition from project implementation to ongoing operations support

#### **NWN Carousel Support and Escalation Services**

Upon the successful completion and acceptance of each project, day-to-day support will transition seamlessly to our support service team. NWN Carousel's Network Operations Center (NOC) is a one-of-a-kind, state-of-the-art nerve center for all our service operations. With Carousel NOC support, End Users will have unlimited access to Carousel engineers by phone and online 24/7/365. NWN Carousel provides fault tolerant, fully redundant 24X7X365 Call center access with nominal Service Level up-time guarantee of 99.9%. Help desk calls are received through a service toll free number. All calls are answered by a live operator and a warm transfer to a Tier 2 technician is made once trouble information is obtained. A lead remote engineer will be assigned and engaged for the duration of open ticket until closure.

NWN Carousel Phone Support: 866-408-4596

NWN Carousel Support Email: <a href="mailto:service@carouselindustries.com">service@carouselindustries.com</a>

#### **Incident and Service Request Escalation**

NWN Carousel is committed to providing exceptional service and support to our customers and partners. In the event that an incident or service request requires escalation, we have an established process that focuses on communication and timely resolution.

#### **Customer Satisfaction Surveys**

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered. NWN Carousel uses Net Promoter Score®, or NPS®, to



methodically measure customer experience and predicts business growth. This proven methodology provides the core measurement for customer experience.

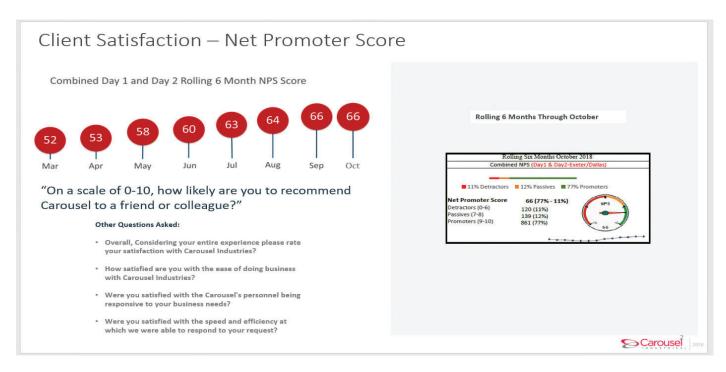
**The NPS Calculation:** We calculate our NPS using the answer to a key question, using a 0-10 scale, such as:

- Overall, considering your entire experience please rate your satisfaction with NWN Carousel?
- How satisfied are you with the ease of doing business with NWN Carousel?
- Were you satisfied with the Carousel's personnel being responsive to your business needs?
- Were you satisfied with the speed and efficiency at which we were able to respond to your request?
- How likely is it that you would recommend Carousel to a friend or colleague?

#### Respondents are grouped as follows:

- Promoters (score 9-10) are loyal enthusiasts who will keep buying and refer others, fueling growth.
- ➤ Passives (score 7-8) are satisfied but unenthusiastic customers who are vulnerable to competitive offerings.
- **Detractors** (score 0-6) are unhappy clients who can damage our brand and impede growth through negative word-of-mouth.

Subtracting the percentage of detractors from the percentage of promoters yields the Net Promoter Score, which can range from a low of -100 (if every client is a Detractor) to a high of 100 (if every client is a Promoter). NWN Carousel has continued to trend higher as it relates to our NPS.





#### **NWN Carousel Value Added Services**

Two national technology leaders, NWN Carousel and NWN Corporation, have joined forces to build a powerhouse in cloud communications as NWN Carousel. We are the leading Cloud Communications Service Provider focused on transforming the customer and workspace experience for commercial, enterprise and public sector organizations. We are here to design your hybrid work experience for now and into the future.

NWN Carousel has geo-redundant data centers with direct connectivity to the national research and education network backbone. Services provided from our data centers include Unified Communications, Contact Center, and our Experience Management Platform. This allows NWN Carousel to provide State, local and education customers cloud solutions via a secure, private connection without incurring additional cost. The result is a seamless experience for onsite, remote, and hybrid workers.

# 3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to <a href="mailto:JPA-Notification@accs.edu">JPA-Notification@accs.edu</a>. 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.

NWN Carousel Response: NWN Carousel has read, understands, and confirms.

#### 3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. NWN Carousel' website for purchasing online is under development. We currently have the capability to accept purchase orders via email upon direct submittal to the NWN Carousel Account Executive responsible for working with each ACCS member. At present the contacts are:



James Lambert
Account Executive
(205) 578-5974
JLambert@carouselindustries.com

Scott Smeltzer
Account Executive
(205) 578-5976
ssmeltzer@carouselindustries.com

# 3.25 Breadth of Offering

Vendors must, at a minimum, offer products or services in at least one of the following categories:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)

Servers

Printers

Monitors

Storage

Networking Equipment

Audio and Video Conferencing Equipment

Multimedia Hardware

**VOIP/Unified Communications Solutions** 

Video Surveillance Solutions

Key and Access Control Equipment

Software

**Professional Services** 

Other

**NWN Carousel Response:** NWN Carousel is offering products and/or services in all of the above categories excluding Video Surveillance Solutions, Key & Access Contract Equipment, and Software.

**Delivery Models Aligned to Your Strategy:** No matter where you are in your technology adoption curve, NWN Carousel has you covered with flexible delivery models that allow you to consume our portfolio of integrated solutions in the way that you choose. Whether on-premises, hosted or cloud-based, NWN Carousel's simple subscription-based model makes it easy to match a delivery model to the needs of your business, all in a predictable cost model.

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

**NWN Carousel Response:** NWN Carousel is offering products and/or services in all of the above categories excluding Video Surveillance Solutions, Key & Access Contract Equipment, and Software.

- > Avaya Avaya Voice, UC and Contact Center, cloud-based solutions
- Cisco Cisco UC, Security, Networking, Wireless, Cloud, Data Center, Contact Center, Video & Collaboration, cloud-based solutions
- **Extreme** Network Infrastructure, Wireless, Data Center and Network Management
- ➤ Juniper Network Infrastructure, Wireless & Data Center
- ➤ **Polycom** Video Collaboration and Voice Endpoints
- ➤ NWN Carousel UC Complete Cloud based UC, contact center, and management offerings

#### **AV Products**

- Biamp
- > QSC
- Crestron
- Da-Lite
- Epson
- > JBL
- Chief
- Panasonic
- Newline
- ▶ LG
- Samsung
- ➤ NEC

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

**NWN Carousel Response:** All products proposed utilize either Windows, Linux, or in some cases proprietary operating systems that are variations on Linux

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

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. NWN Carousel offers a wide range of software to support VOIP/Unified Communications, Contact Center, security and management solutions.

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,

Audio and Video Conferencing Equipment

Multimedia Hardware

**VOIP/Unified Communications Solutions** 

Video Surveillance solutions

Key and Access Control Equipment

Other

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

**NWN Carousel Experience Management Platform (EMP):** NWN Carousel's Experience Management Platform (EMP) delivers a unified view into the entire cloud communications infrastructure, providing advanced analytics, custom reporting, access to our 24/7 customer success center, and proactive alerting. NWN Carousel's EMP enhances the ability to observe, operate and optimize the environment for successful transformations.

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.

**NWN Carousel Response:** NWN Carousel has the technical, relationship, and project management expertise that wraps the execution of all the offerings to deliver value to your organization.

**Aligned Professional Services:** Technology changes fast, and you need a partner who can help you navigate those changes faster. NWN's professional services team has the expertise



and experience across technologies and solutions to keep your business running at full speed. From assessment and design to installation and lifecycle management services, NWN helps you navigate the technology adoption curve, ensuring you receive maximum value from your technology investments.

See ACCS Customer Portal which includes NWN Carousel GPL for Pro Services.

**Superior Support Experience:** The NWN Experience Management Platform provides all the support you need, when you need it. Our omnichannel approach to customer support lets you initiate a request, log a ticket, access self-help / self-service, or review your performance dashboard your way. Our EMP ensures that requests and requirements are fulfilled quickly, seamlessly, and consistently across your entire portfolio of integrated solutions.

**Frictionless Managed Services:** Whether you are using some or all of our Solution-as-a-Service offerings, our technology command center is always on, ready to troubleshoot and resolve critical issues quickly and efficiently for our US-based customers. From simple requests to complex challenges, the technology command center is staffed with engineers who have the technical expertise and customer focus to deliver what you need. For more than a decade, this center has managed thousands of devices for hundreds of client organizations across the nation.

# 3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

#### **NWN Carousel Response:**

**Terry Stroud** | Regional Sales Director 7570 Old Canton Road Suite 102 | Madison, MS 39110 o: 601-718-3333 c: 601-594-5056 f: 601-899-8912 TStroud@carouselindustries.com

James Lambert | Account Executive 389 Strathaven Drive | Pelham, AL 35124 o: 205-578-5974 c: 205-441-0983 jlambert@carouselindustries.com

Scott Smeltzer | Account Executive 51 Hawthorn St | Birmingham, AL 35242 o: 205-578-5976 c: 205-413-7462 ssmeltzer@carouselindustries.com

**Kathy Thomas** | National Public Sector Program Manager 2969 Prospect Park Drive, Ste. 225 | Rancho Cordova, CA 95670 kthomas@nwnit.com



#### 3.27 References

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

**NWN Carousel Response:** NWN Carousel has decades of experience delivering and supporting integrated solutions that has transformed how 7,000+ for commercial, enterprise and public Customers work. Today we are a leading Cloud Communications Service Provider (CCSP) focused on transforming the workspace experience for our commercial, public sector, and enterprise Customers. Our dedicated Team focuses on understanding each Customer's current environment and challenges they face. Then our experienced and certified Engineers design and deliver technology solutions that address those challenges to deliver positive business outcomes.

Reid State Technical College	Percy Parker, Regional/Special Projects Supervisor	Interstate 65 Highway 83, Evergreen, Alabama 36401 (251)578-4572	NWN Carousel designed (with Polycom), provided project management for, and installed 14 Polycom RealPresence EduCart 500 mobile video conferencing systems at Reid State and various high schools. NWN Carousel also provides first-level support as well as implementation and training.
Jacksonville State University	Mark Matthews,  Director, Network Architecture and Infrastructure Support  Division of Information Technology	700 Pelham Road North Jacksonville, AL 36265 US (256) 782.8047	NWN Carousel has been providing Avaya Unified Communications solutions and Extreme Networks Wireless equipment to Jacksonville State University
Alcorn State University	Felton Square, Managing Director of AV	1000 ASU Dr., Lorman, MS 39096 (601) 877-2408 fsquare@alcorn.edu	NWN Carousel has been providing Polycom Video and AV integration within Alcorn State University. Carousel has worked with Alcorn State in obtaining funding for a Delta Health Services Grant. NWN Carousel has installed and maintains Polycom Group 500 Series Utility Cart with codec (2) with 12x Camera, Dual front and rear displays (total), Audio DSP with



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.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

# 3.32 Title Passage

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

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

# 3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

#### 3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply the terms and conditions of this RFB exhibits to this agreement the list of products and services contained in the purchase order vendor's response

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

# 3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

#### B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance. In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each



purchase order.

C. Invoices

Invoices shall be submitted to the procuring entity.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

# 3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

#### 3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

#### 3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices.

Vendor agrees to maintain ESS product prices in accordance with the volume price discount



guarantees filed.

Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

# 3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

# 3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

# 3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama.

The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).



#### NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use. occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms.

#### 3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms

#### 3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any



resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms

# 3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms

# 3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

#### 3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

NWN Carousel Response: NWN Carousel has read, understands, and confirms

# 3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

NWN Carousel Response: NWN Carousel has read, understands, and confirms



#### 3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid. Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011535). 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 statue 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.

**NWN Carousel Response:** NWN Carousel has read, understands, and confirms. Please see Exceptions to Alabama Community College ACCS 2022-01 Attached.

Carousel Industries Of North America, Inc Reporting Period Contact Name Contact Email Contact Phone

Account #	Account	Site	City	State	Zip	Invoice	Invoice	Total Net	SO	Brief	SO Type	<b>PONum</b>
	Name	Address				Date	Number	Sale	Number	Description		

# Exceptions to Alabama Community College ACCS 2022-01

#### 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.

#### 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.

#### 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).

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request.

However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

#### 3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

#### 3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

#### 3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

#### 3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to, manufacturer price reductions and special promotional offerings.

#### 3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

#### 3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not

penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory — Alabama
Employer's Liability	\$2,000,000 (each employee, each
	accident and policy limit)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident — combined single limit

These policies shall contain written notice, per the policy conditions 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.

#### 3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request.

The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

#### **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.

#### 3.31 Scope of Work

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

#### 3.32 Title Passage

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

#### 3.33 Quantity Guarantee

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and

services from other contract awarded vendors during the agreement term.

#### 3.34 Order of Precedence

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order
- D. vendor's response

#### 3.35 Payment Provisions

All payments under this agreement are subject to the following provisions:

#### A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

#### B. Payment of Invoice

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

#### C. Invoices

Invoices shall be submitted to the procuring entity.

#### 3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

#### 3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

#### 3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices.

Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

#### 3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

#### 3.40 Product Delivery

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

#### 3.41 Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### 3.42 Records and Audit

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

#### 3.43 Use of Subcontractors

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

#### 3.44 Indemnification

The vendor shall indemnify and hold harmless the System from any third party 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 third party 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 gross negligence, willful misconduct causing injury or death to persons; and any all third party claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement.

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.

#### LIMITATION OF LIABILITY

**Scope**. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY WILL NOT APPLY, HOWEVER, IN CASES OF WILFUL MISCONDUCT, PERSONAL INJURY OR BREACHES OF CAROUSEL'S LICENSE RESTRICTIONS.

**Excluded Types of Damages**. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, TOLL FRAUD, OR COST OF COVER.

Aggregate Liability. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE FEES PAYABLE FOR THE PRODUCTS OR SERVICES MOST DIRECTLY RELATED TO THE CLAIM. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH ANY ORDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE FEES PAYABLE UNDER SUCH ORDER. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR EACH AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

**Limitation of Liability for Representatives**. The limitations of liability in this Section also will apply to any liability of directors, officers, employees, agents and suppliers. Directors, officers, employees, agents and suppliers will be third party beneficiaries of this contractual limitation of liability and will be entitled to enforce this limitation directly against the other party.

#### 3.45 Website Maintenance

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

#### 3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which

would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

#### 3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

#### 3.48 FCC Certification

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

#### 3.49 Site Preparation

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

#### 3.50 Assignment

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity. Notwithstanding the foregoing, either party may assign this Agreement to its successor on a change control, merger or other acquisition of such party including without limitation the sale of all or substantially all of its assets, stock or business to which this Agreement relates. This Agreement may only be Amended by separate written agreement signed by duly authorized representatives of both parties referring to this Agreement and identifying the agreed amendments.

#### 3.51 Survival

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

#### 3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

#### 3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011535). 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 statue 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.

## 6.4 Appendix D - Vendor Disclosure, Iminigration, Compliance and Financial Forms

State of Alabama Vendor Disclosure, Certificate of Compliance (Beason-Hammon), and Immigration Status forms are available at: <a href="https://www.accs.edulvendors/">https://www.accs.edulvendors/</a>

Immigration Compliance information and forms are available at:

https://www.e-verify.goviemployers

- 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.

Section- Title, language	Request from Carousel
3.20 Insurance	Remove the thirty (30) day notices. Carousel will provide notice of cancellation per policy conditions.
	These policies shall contain written notice, per the policy conditions to the System before cancellation, reduction or other modification of any kind to the required coverage.
3.44 Indemnification	Incorporate the items in yellow.  The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any third party 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 third party 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 gross negligence, willful misconduct causing injury or death to persons; and any all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement.  Consistent with the terms of this Indemnification Section 3.44, 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.

# **New Section** All terms and conditions or contracts with Carousel cannot have uncapped liability. Per below please add. LIMITATION OF LIABILITY Scope. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY WILL NOT APPLY, HOWEVER, IN CASES OF WILFUL MISCONDUCT, PERSONAL INJURY OR BREACHES OF CAROUSEL'S LICENSE RESTRICTIONS. **Excluded Types of Damages**. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES. OR FOR ANY LOSS OF PROFITS. REVENUE, DATA, TOLL FRAUD, OR COST OF COVER. Aggregate Liability. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE FEES PAYABLE FOR THE PRODUCTS OR SERVICES MOST DIRECTLY RELATED TO THE CLAIM. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH ANY ORDER WILL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE FEES PAYABLE UNDER SUCH ORDER. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR EACH AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT EQUAL TO THE AGGREGATE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. Limitation of Liability for Representatives. The limitations of liability in this Section also will apply to any liability of directors, officers, employees, agents and suppliers. Directors, officers, employees, agents and suppliers will be third party beneficiaries of this contractual limitation of liability and will be entitled to enforce this limitation directly against the other party. 3.50 Assignment:

Please add in yellow:
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. Notwithstanding the foregoing, either party may assign this Agreement to its successor on a change control, merger or other acquisition of such party including without limitation the sale of all or substantially all of its assets, stock or business to which this Agreement relates. This Agreement may only be Amended by separate written agreement signed by duly authorized representatives of both parties referring to this Agreement and identifying the agreed amendments.



February 8, 2022

To Whom It May Concern

SUBJECT: DEALER AUTHORIZATION LETTER

Elizabeth Malles

This letter will certify that CAROUSEL INDUSTRIES OF NORTH AMERICA INC is an authorized CRESTRON Dealer for the CRESTRON product line in good standing since June 22, 2011.

As an authorized CRESTRON Dealer, CAROUSEL INDUSTRIES OF NORTH AMERICA INC may represent themselves as such and is entitled to supply, install and service our products and have full warranty privileges.

If you have any questions, please contact us at our corporate office.

Sincerely,

Elizabeth Malleo

Manager, Client Relations

Crestron Electronics Inc.

Cc: Mike Charbit

**Dustin Trainer** 



To Whom It May Concern,

Crestron Electronics is not registered to ISO 9001. Crestron has never applied for this registration. Crestron's Quality Management System is designed to conform to ISO 9001 standards. Crestron's quality continues to be best in class and we welcome customers to engage us directly about our standards. Should you have any further questions please feel free to reach out.

Best regards,

#### **Dustin Trainer | Regional Sales Manager**

Mobile: 404-823-5652 Phone: 866-273-7876

Ext: 13011

Email: <a href="mailto:dtrainer@crestron.com">dtrainer@crestron.com</a>

#### **Crestron Florida**

1060 Maitland Center Commons, Suite 150, Maitland, Florida 32751

