



**PINNACLE  
NETWORKX**

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(334) 472-2007

## **Letter of Transmittal for Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement**

**To:**

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

Ladies and Gentlemen,

Thank you for allowing Pinnacle NetworkX to respond to your Request for Bid and accept the conditions governing procurement for Manufacturer supplied technology equipment and support services.

Pinnacle NetworkX is an Information Technology distributor specializing in mobile computing, data center, security, audio visual, document management, & internetworking infrastructure solutions.

What separates Pinnacle NetworkX from other distributors is our unique combination of personal service, technological expertise, and structured cable/network design and implementation expertise.

With twenty plus years of experience in Information technology products and services, Pinnacle NetworkX representatives have access to most well-known brands in order to assemble solutions providing the best value & functionality to customers.

I, Robert Farrow, am the person authorized to contractually obligate Pinnacle NetworkX and to negotiate the contract on behalf of our organization. Please do not hesitate to contact me at (410) 598-7628 or by email at [bob.farrow@4pnx.com](mailto:bob.farrow@4pnx.com) should the need arise; I am the person to be contacted for any clarifications. Further, I accept the Conditions Governing the Procurement. I acknowledge receipt of any and all amendments to this RFP.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Robert Farrow".

Robert Farrow  
Executive Vice President  
Pinnacle Networkx, LLC

## Appendix E - Evaluation Submission form

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

### Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to [ioa-notificatiQD\(a\).accs.edu](mailto:ioa-notificatiQD(a).accs.edu)

Vendor Name: Pinnacle Networx, LLC Last Updated: February 10, 2022

JPA Website Address: www.pinnaclenetworx.com

	<b>Name(s)</b>	<b>Phone Number(s)</b>	<b>E-mail Address(s)</b>
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### BID INFORMATION INDEX

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

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Alabama Community College System and other Alabama Higher Education Entities

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## INTRODUCTION

### I.1 Purpose of This Request for Bid

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

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

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

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

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

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

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

This procurement will result in a multiple source award.

Term - Bid awards issued under this Request for Bids shall be for an initial period of one year to renew automatically for one additional year if not canceled by The System prior to the one-year anniversary date of the award letter. The System shall have the option to extend awards for an additional (third) year by giving notice of such extension prior to the two-year anniversary of the award letter.

*Read, Agreed, and Understood. Pinnacle NetworX is thankful for the opportunity to partner with the Alabama College System. We presently work with universities, K-12 school systems, the State of Alabama, the State Department of Education, municipal and county governments throughout the state.*

### Summary Scope of Work

The selected vendor(s) shall accept purchase orders from and deliver technology equipment, including general-

purpose software and peripherals, to authorized procuring entities. Vendors are required to provide maintenance services on equipment that is purchased. Optionally, vendors may provide installation, training and support services directly related to the efficient use or operation of the purchased equipment.

*Read, Agreed, and Understood. Pinnacle NetworX is organized to provide solutions to the Alabama College System members. Our bid response represents "networking, technology, and computer equipment" from the top manufacturers in the business; however, since it takes expertise in design, architecture and implementation to allow optimum performance of this equipment within the member sites, Pinnacle NetworX is positioned to also provide engineering and support services along with the sale of top level equipment manufactures. Our Consultants and Systems Engineers average 20 years of experience in the industry, and provide high-end expertise in:*

- *Wide Area Networking – Alcatel, Adtran, VPN's, Juniper, T-1's, Frame Relay, Point-to-Point Solutions etc.*
- *Local Area Networking – Alcatel, AdTran, DellEMC, Juniper*
- *Storage Area Networking (SAN's), Network Attached Storage, Disaster Recovery Solutions.*
- *Server and Data Center Solutions – Nutanix , DellEMC*
- *VoIP – Voice over Internet Protocol Telephony Services*
- *WLAN/LAN infrastructure to run digital communications to lower telecom costs*
- *Wireless Solutions – 802.11 campus solutions, bridges, repeaters as well as Multi-mile Digital Microwave solutions and Wireless Routers*
- *Personal and Desktop Computers – rollouts, staging, upgrade projects, Moves/Adds/Changes, mounting systems*
- *Wiring and Cabling – campus wide cabling including fiber, cat5/5e/6, termination and punch downs, cable management, aerial and underground runs.*
- *Digital signage, large format media displays, projection systems, and video conferencing*
- *Security solutions, from physical ingress/egress devices to universal threat management software to network monitoring and threat management.*
- *Video surveillance system design, installation, and support from large campus/building applications to body worn cameras.*

## 1.2 Scope of Procurement

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

*Read, Agreed, and Understood.*

## Definition of Terminology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Read, Agreed, and Understood.*

## **CONDITIONS GOVERNING THE PROCUREMENT**

### **2.1 Explanation of Events**

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

*Read, Agreed, and Understood.*

#### **2.1.1 Issue of RFB**

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

*Read, Agreed, and Understood.*

#### **2.1.2 Clarification and Responses**

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

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

*Read, Agreed, and Understood.*

### 2.1.3 Deadline to Submit Written Questions

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

*Read, Agreed, and Understood.*

### 2.1.4 Response to Written Questions/RFB Amendments

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

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

*Read, Agreed, and Understood.*

### 2.1.5 Submission of Bid

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

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

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

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

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

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

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

All information shall be entered in ink or typewritten in the appropriate space on the bid. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign all



bids in ink; failure to do so will result in rejection of response.

*Read, Agreed, and Understood.*

#### 2.1.6 Bid Evaluation

An Evaluation Committee will perform the evaluation of bids.

*Read, Agreed, and Understood.*

#### 2.1.7 Selection of Finalists

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

*Read, Agreed, and Understood.*

#### 2.1.8 Clarification from Finalists

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

*Read, Agreed, and Understood.*

#### 2.1.9 Contract Award

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

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

*Read, Agreed, and Understood. Pinnacle NetworX welcomes the opportunity to present our bid to The Evaluation Committee, as well as provide "demo" equipment, live evaluations, and testing periods.*

## **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.

*Read, Agreed, and Understood*

### 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.

*Read, Agreed, and Understood*

### 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).

*Read, Agreed, and Understood*

### 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.

*Read, Agreed, and Understood*

### 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.

*Read, Agreed, and Understood*

### 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.

*Read, Agreed, and Understood*

### 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.

*Read, Agreed, and Understood*

### 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.

*Read, Agreed, and Understood*

### 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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

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.

*Read, Agreed, and Understood*

**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.

*Read, Agreed, and Understood*

**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.

*Read, Agreed, and Understood*

**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.

*Read, Agreed, and Understood*

**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 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.

*Read, Agreed, and Understood. Pinnacle NetworX maintains the minimum insurance requirements as stated above.*

### 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.

*Read, Agreed, and Understood*

## **SPECIFICATIONS**

This section contains specifications and relevant information vendors should use for the preparation of their responses.

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

### 3.22 Product and Services Delivery Overview

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

*Read, Agreed, and Understood. Pinnacle NetworX is flexible to provide purchased networking equipment, technology, and computer equipment to the System and the various authorized entities in whatever capacity works best for the System*

*Whenever necessary, a Pre-Planning meeting can be held at the college or system location. This meeting will allow Network and Systems Engineers, as well as decision makers from both Pinnacle and the System to discuss the architectural, design and planning aspects of the requirements, so that a thorough quote for equipment can be provided. These Pre-Planning meetings are offered as a free consultative service from Pinnacle NetworX.*

*For those colleges and campuses that do not require a planning service, and know "exactly what they require", they are free to order by manufacturer part number by calling the Pinnacle Account Team,. Installation and Professional Services will be scheduled with the college accordingly. Additionally Pinnacle can "drop ship" all equipment orders directly to the procuring entity, thus expediting orders to the greatest degree. Return Merchandise Authorizations (RMA's) will be handled through the Pinnacle Account Team that will issue the RMA to the respective college to have equipment shipped back for credit or replacement.*

*Pinnacle NetworX provides services to the entire state of Alabama from our main office in Wetumpka Alabama. Managing equipment and software orders is best served by our 1-888-928-4111 number directly with the account team where order tracking, fulfillment, shipper tracking, returns and credits can be managed. On site engineering services are provided as requested.*

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

*Read, Agreed and Understood. Pinnacle NetworX provides several avenues for resolving customer problems and complaints. The first is via direct contact with their Client Executive, who evaluates the best course of action and engages the appropriate*

*resources and/or manufacturing partner. The second is via our web-based Problem Reporting and Ticketing System which is accessible on our web site. The third is via email to our company address at info.pnx.com, which is monitored constantly. The fourth is via our toll free 800 number which is also monitored constantly. Escalation is provided first to the Executive Vice President of Sales and Client Satisfaction, then to our Chief Technology Officer, and finally to the CEO. Our expectation is that all problems are responded to within 4 hours of initially being raised.*

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

*Read, Agreed and Understood. Pinnacle NetworX uses a structured Client Satisfaction Survey process, and we would be pleased to share those results*

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.

*Pinnacle NetworX is an Information Technology distributor specializing in mobile computing, digital imaging, security, & converged network infrastructure solutions. Our Systems Engineers and Consultants are trained, and qualified (through years of hands-on experience) as leaders in the following areas:*

- *Consulting Services*
- *Planning Architecture & Design Services*
- *Storage Consulting Services.*
- *Network Security.*
- *Wireless Connectivity.*
- *Switch and Router Infrastructure*
- *VoIP Telephony Solution*
- *Storage technology*
- *I/P Video and Cameras*
- *Digital signage and video conferencing*
- *Video Surveillance and Access Control Systems*

*Additional areas of expertise and technical services are:*

- *WAN/LAN engineering services - Alcatel, Adtran, Multi Connectivity solutions, T-1, Frame relay, point to point, VPN, etc.*
- *Data Center Infrastructure – Servers, Backup solutions, Storage Area Networks (SAN), Network Attached Storage (NAS).*
- *Wireless Solution 802.11x, wireless microwave campus or multi-mile shots.*

*Cabling and Wiring - including fiber runs and termination, CAT5 and 6e cabling, individual drops or campus implementations, cable testing and certification*

### 3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

*Read, Agreed and Understood.*

### 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.

*Read, Agreed and Understood. Pinnacle Network will maintain a web site that contains the complete ESS and enabled eCommerce through the WooCommerce capability.*

### 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, and Handheld Devices) *Pinnacle offers Workstation/Desktops, Laptop/Notebooks and Tablets*
- Servers *Pinnacle offers Servers*
- Printers *Pinnacle offers Printers*
- Monitors *Pinnacle offers Monitors*
- Storage *Pinnacle offers Storage*
- Networking Equipment *Pinnacle offers Networking Equipment*
- Audio and Video Conferencing Equipment *Pinnacle offers Audio and Video Conferencing Equipment*
- Multimedia Hardware *Pinnacle offers Multimedia Hardware*
- VOIP/Unified Communications Solutions *Pinnacle offers VOIP/Unified Communications Solutions*
- Video Surveillance Solutions *Pinnacle offers Video Surveillance solutions*
- Key and Access Control Equipment *Pinnacle offers Key and Access Control Equipment*
- Software *Pinnacle offers Software*
- Professional Services *Pinnacle offers Professional Services*
- Other *Pinnacle offers Unified Threat Management Systems, UPS Systems, Data Backup Systems, Disaster Recovery Services, Cybersecurity Solutions and Hyperconverged Infrastructure Systems*

Vendors must provide a comprehensive list of the models or variations available in each of the following categories for which a vendor offers products:

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.

*Read, Agreed and Understood. Pinnacle is providing a comprehensive list of models and variations (as seen in the provided catalogue and supplement vendor price lists) that Pinnacle represents. This includes:*

- *Client Computers (Workstation/Desktops, Laptop/Notebooks, and Tablet PC's)*
- *Servers*
- *Printers*
- *Monitors*
- *Storage*
- *Audio and video Conferencing Equipment*
- *Networking Equipment*
- *Multimedia Hardware*
- *VOIP/Unified Communications Solutions*
- *Video Surveillance Solutions*
- *Key and Access Control Equipment*
- *Software*
  - *Unified Threat Management Systems, UPS Systems, Data Backup Systems, Disaster Recovery Services, Cybersecurity Solutions and Hyperconverged Infrastructure Systems*

Vendors must provide, at a minimum, a licensed operating system with each type of processor, where

applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).  
Servers  
Networking Equipment  
Audio and Video Conferencing Equipment  
VOIP/Unified Communications Solutions  
Key and Access Control Equipment  
Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

*Read, Agreed and Understood. Pinnacle is providing the operation system as required for the equipment and systems that Pinnacle NetworX provides. This includes:*

- *Client Computers (Workstation/Desktops, Laptop/Notebooks, and Tablet PC's) – Microsoft Windows*
- *Servers – Microsoft Windows Server, VMWare, Zen Hypervisor, Nutanix Hyperconverged*
- *Networking Equipment – Android, Proprietary Juniper and Alcatel Lucent Operating Systems*
- *Audio and Video Conferencing Equipment – Microsoft Windows and Android*
- *VoIP/Unified Communications Solutions - Linux*
- *Key Access and Control Equipment – Microsoft Windows and Linux*

Vendors may propose and provide a wide range of the general-purpose software products. Vendors may provide a summarized list of the general-purpose software that is proposed for each of the following categories of processors:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices).  
Servers  
Networking Equipment  
Audio and Video Conferencing Equipment  
VOiP/Unified Communications Solutions  
Video Surveillance solutions  
Key and Access Control Equipment  
Other

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of general-purpose software products that are proposed.

*Read, Agreed and Understood.*

Vendors may propose and provide a wide range of the technical services including installation, training and technical support:

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)  
Servers Printers Monitors Storage  
Networking Equipment  
Audio and Video Conferencing Equipment  
Multimedia Hardware  
VOiP/Unified Communications Solutions  
Video Surveillance solutions  
Key and Access Control Equipment  
Other



The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of technical support services that are proposed.

*Read, Agreed and Understood. Pinnacle provides installation, training, technical support, and managed services for all the products proposed in this offering. This includes:*

- Client Computers (Workstation/Desktops, Laptop/Notebooks, and Tablet PC's)
- Servers
- Printers - Monitors
- Storage
- Networking Equipment
- Audio and Video Conferencing Equipment
- Multimedia Hardware
- VOPI/Unified Communications Solutions
- Software

*Key and Access Control Equipment Unified Threat Management Systems, Data Backup Systems, UPS Systems*

### 3.26 Primacy 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.

*Read, Agreed and Understood. The primary account representative is Harry Toothaker and the marketing supervisor who is responsible for the performance of this agreement is Robert Farrow.*

*Harry Toothaker - (334) 332-5020 – [harry.toothaker@4pnx.com](mailto:harry.toothaker@4pnx.com)*

*Robert Farrow – (410) 598-7628 – [bob.farrow@4pnx.com](mailto:bob.farrow@4pnx.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.

*Read, Agreed and Understood. Our references are listed below:*

Akeem Alexander  
Drake State Community and Technical College  
3421 Meridian Street N  
Huntsville, AL 35811  
(256) 551-3130  
[Akeem.alexander@drakestate.edu](mailto:Akeem.alexander@drakestate.edu)

Brad Davis  
Southern Union State Community College  
760 Roberts Street  
Wadley, AL 36276  
(256) 395-2211  
[bdavis@suscc.edu](mailto:bdavis@suscc.edu)

Julia Weller  
Supreme Court of Alabama  
300 Dexter Ave.  
Montgomery AL 36104  
[Julia.weller@alappeals.gov](mailto:Julia.weller@alappeals.gov)  
(334) 399-4179

### 3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this

specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

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

*Read, Agreed and Understood. All Pricing in our bid response is based upon discount from Manufacturer's list prices. All Quoted discount levels will remain constant throughout the term of this agreement.*

*The baseline (published) pricing is found in the ESS, as well as the product class or category for each set of products. The pricing level discounts by product class or category are provided in the ESS and in Appendix F.*

### 3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

*Read, Agreed and Understood*

### 3.30 Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25.

The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

*Read, Agreed and Understood*

### 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.

*Read, Agreed and Understood*

### 3.32 Title Passage

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

*Read, Agreed and Understood*

### 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.

*Read, Agreed and Understood.*

### 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

*Read, Agreed and Understood*

### 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.

*Read, Agreed and Understood.*

### 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).

*Read, Agreed and Understood.*

### 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.

*Read, Agreed and Understood.*

### 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.

*Read, Agreed and Understood.*

### 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.

*Read, Agreed and Understood.*

### 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.

*Read, Agreed and Understood.*

### 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.

*Read, Agreed and Understood.*

### 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.

*Read, Agreed and Understood.*

### 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).

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood.*

#### 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.

*Read, Agreed and Understood. Pinnacle Networx will complete the Disclosure Statement.*

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or

knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

*Read, Agreed and Understood. Pinnacle Networx has enrolled in E-Verify and will complete the Business Entity Employer Contractor Compliance form.*

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

*Read, Agreed and Understood.*

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.

*Read, Agreed and Understood. Pinnacle Networx certifies as stated above.*

## **BID FORMAT AND ORGANIZATION**

### **4.1 Bid Format**

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

*Read, Agreed and Understood.*

#### **4.1.1 Bid Organization**

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

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

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

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

*Read, Agreed and Understood.*

#### 4.1.2 Letter of Transmittal

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

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

*Read, Agreed and Understood.*

#### 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)

## **EVALUATION**

### 5.1 Evaluation Process

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

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

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

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

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

*Read, Agreed and Understood.*



## **APPENDICES**

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

#### **Community Colleges**

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

#### **Technical Colleges**

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

#### **Military Academy**

Marion Military Institute, Marion, AL

#### **Statewide Development Training**

Alabama Technology Network (ATN), Montgomery, AL

#### **Other Participating Public Institutions of Higher Education**

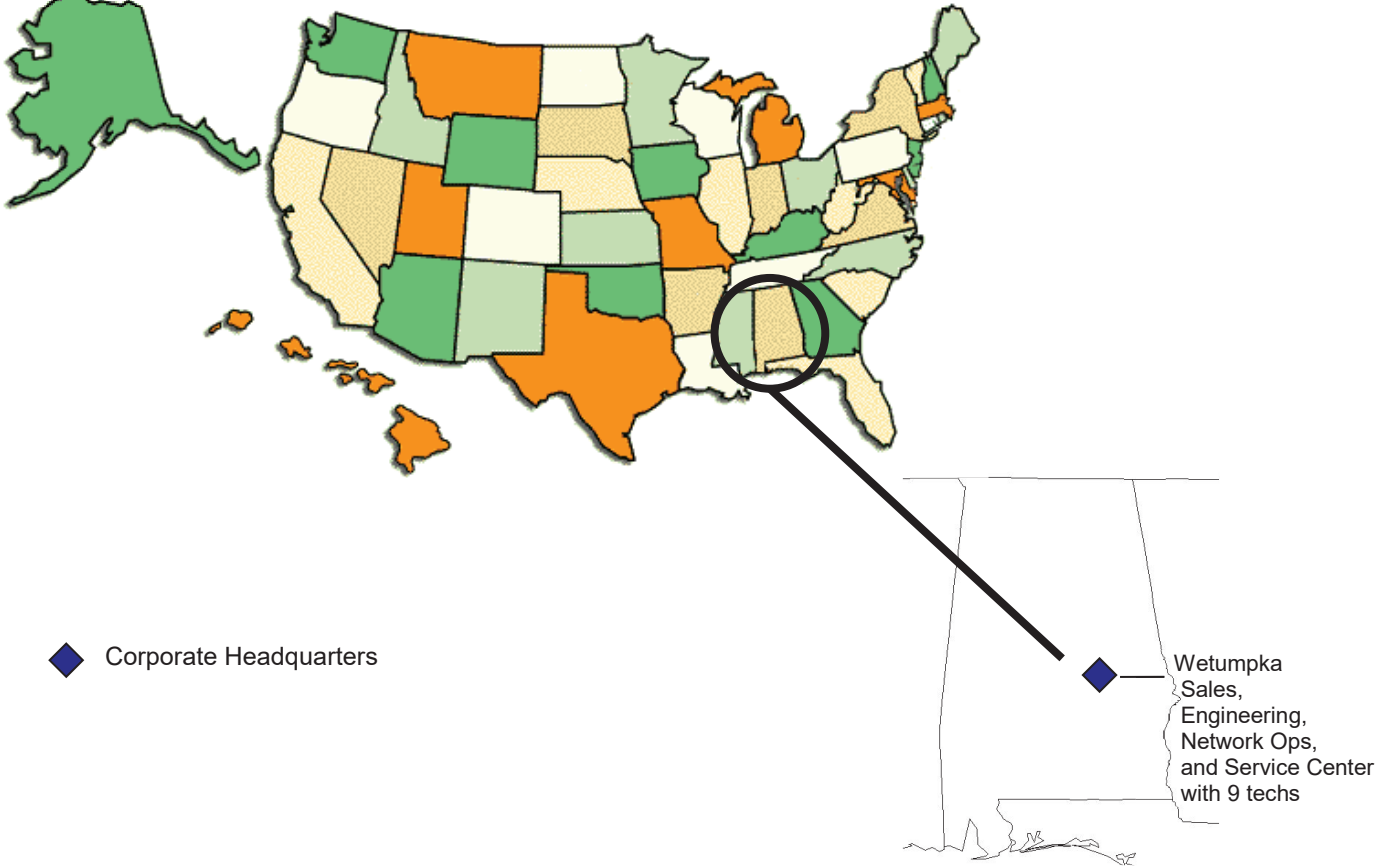
Alabama Fire College, Tuscaloosa, AL  
Alabama State University, Montgomery, AL  
Athens State University, Athens, AL  
Auburn University-Montgomery, Montgomery, AL  
Jacksonville State University, Jacksonville, AL  
Troy University, Troy, AL  
University of Alabama, Tuscaloosa, AL  
University of Alabama Birmingham - Birmingham, Alabama, AL  
University of Alabama Huntsville - Huntsville, AL  
University of North Alabama, Florence, AL  
University of West Alabama, Livingston, AL

#### **Other Participating Public Institutions K-12**

Pike County Board of Education and Tuscaloosa County School System

### My Company Locations

#### Pinnacle NetworX, LLC. Company Locations



6.2 Appendix C-Example Required Usage Report

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

**Company Name**  
**Quarterly Usage Report**  
**First Quarter**

Jan 2022-Mar 2022  
Contract#: ACCS2022-99T

<b>Procuring Entity Name 1</b>		<b>\$ 999,999,999</b>
Category 1	<b>\$999,999</b>	
Category 2	\$999,999	
Category 3	\$999,999	
Category n	\$999,999	
<b>Procuring Entity Name 2</b>		<b>\$ 999,999,999</b>
Category 1	<b>\$999,999</b>	
Category 2	\$999,999	
Category 3	\$999,999	
Category n	\$999,999	
<b>Procuring Entity Name n</b>		<b>\$999,999,999</b>
Category 1	\$999,999	
Category 2	\$999,999	
Category 3	\$999,999	
Category n	<b>\$999,999</b>	
<b>GRAND TOTAL</b>		<b>\$ 999,999,999</b>

*Read, Agreed and Understood*

### 6.3 Appendix D - Vendor Disclosure, Immigration Compliance an Financial Forms

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

Immigration Compliance information and forms are available at:

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

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

## 6.4 Appendix E - Evaluation Submission Form

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

### Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to [ioa-notificatiOD\(a\).accs.edu](mailto:ioa-notificatiOD(a).accs.edu)

Vendor Name:

Date:

Website Address:

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)			
Senior Account/Sales Manager(s) (by region if necessary)			
Account/Sales Manager(s) (by region if necessary)			
Technical Support			

### BID INFORMATION INDEX

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

	Document Name	Page Number(s)
Product and Services Delivery Overview		
Geographic Coverage		
Availability of Technical Support		
Problem Resolution		
Customer Satisfaction		
Value Added Services		
Reporting		
Electronic Commerce		
Breadth of Offerin2		
Primary Account Representative		
References		
Pricing Level and Guarantee		