

Response To
RFP NO. ACCS-2022-01

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

For
**Alabama Community College System
& Higher Education**



135 South Union Street, 3rd Floor
Montgomery, Alabama 36104

Date Due: February 11, 2022
Time Due: 4:00 PM

Submitted By

ProLogic ITS

106 North Point Pkwy
Building 2, Suite 350
Acworth GA, 30102
866-923-0513

www.prologicits.com



February 11, 2022

Alabama Community College System
135 South Union Street, 3rd Floor
Montgomery, Alabama 36104

**RE: BID # ACCS-2022-01 MANUFACTURER SUPPLIED TECHNOLOGY
EQUIPMENT WITH PERIPHERALS, SOFTWARE, NETWORKING, EQUIPMENT
MAINTENANCE AND PROFESSIONAL SUPPORT SERVICES**

Dear ACCS Team,

ProLogic ITS, LLC (ProLogic) is known across the country as an end-to-end solution provider. We design and build solutions based on industry-standard technology platforms and related value-added services. Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership.

ProLogic ITS is both a CJIS Compliant Company as well as an ISO 9001:2015 Certified Company, ensuring you we have been vetted for professionalism and quality. We provide best-in-class customer installation services from pre-project planning and deployment to end user support.

ProLogic ITS is pleased to submit a response to the Alabama Community College System and Alabama Higher Education for its Joint Purchasing Agreement 2022-01. ProLogic ITS accepts the Conditions Governing Procurement. Paul Sprayberry, our managing partner, is authorized to contractually obligate ProLogic ITS and negotiate the contract on behalf of ProLogic ITS. You may contact Paul Sprayberry or our Contracts and Proposals Manager, Mandy Rusch, for questions and clarification.

Our mission is to be the technology partner of choice for ACCS members in the years to come by earning their trust through a solid partnership driven by expert consultation, an array of competitively priced solutions, and responsive, customized support.

We acknowledge the receipt of no amendments as of February 7, 2022.

Our offer remains in effect for 90 days after the Bid opening as stated within the RFP.

Sincerely,



Paul Sprayberry
Managing Partner
866-923-0513
paul.sprayberry@ProLogicITS.com

106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

(Office) **866.923.0513**
(Fax) **866.923.0513**

www.prologicits.com

6.5 Appendix E - Evaluation Submission Form

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

Vendor Contact Information

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

Vendor Name: **ProLogic ITS, LLC**

Date: **2/4/2022**

Website Address: **www.ProLogicITS.com**

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Paul Sprayberry	(866) 923-0513 x 702	paul.sprayberry@ProLogicITS.com
Senior Account/Sales Manager(s) (by region if necessary)	EJ Owens	(404) 661-0595	ej.owens@ProLogicITS.com
Account/Sales Manager(s) (by region if necessary)	Eric Fritz	(850)-525-4704	eric.fritz@ProLogicITS.com
Technical Support	TBD Upon Award	Varies by Commodity	TBD

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	General Requirements/Specifications	Pg. 15
Geographic Coverage	General Requirements/Specifications	Pg. 20
Availability of Technical Support	General Requirements/Specifications	Pg. 36
Problem Resolution	General Requirements/Specifications	Pg. 20-21
Customer Satisfaction	General Requirements/Specifications	Pg. 22
Value Added Services	General Requirements/Specifications	Pg. 23
Reporting	General Requirements/Specifications	Pg. 24 and 64
Electronic Commerce	General Requirements/Specifications	Pg. 24
Breadth of Offering	General Requirements/Specifications	Pg. 24-26
Primary Account Representative	General Requirements/Specifications	Pg. 27-28
References	General Requirements/Specifications	Pg. 28-30
Pricing Level and Guarantee	General Requirements/Specifications	Pg. 30-33

Contents

LETTER OF TRANSMITTAL.....	2
EVALUATION SUBMISSION FORM	3
BID SUMMARY	5
RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS	7
General Requirements.....	7
ProLogic ITS ISO 9001: 2015	8
Certificate of Insurance: Sample	14
Specifications.....	15
Product and Services Delivery Overview.....	15
Problem Resolution.....	20
Service Level Agreements	22
Customer Satisfaction Statistics	22
Value Added Services.....	23
FINANCIAL DOCUMENTATION.....	41
State of Alabama Disclosure Statement.....	41
Certificate of Compliance.....	42
Immigration Status Form	43
Current W-9	44
E-Verify Memorandum of Understanding with Articles.....	45
ATTACHMENT A – SAMPLE SLA.....	58
ATTACHMENT B – SAMPLE UTILIZATION REPORT.....	64
ATTACHMENT C – CUSTOMER SURVEY.....	65

BID SUMMARY

ProLogic ITS appreciates the opportunity to support ACCS members and respond to RFP 2022 ACCS Information Technology Joint Purchase Agreement. For over 18 years combined, the ProLogic ITS leadership team has been a trusted partner for hundreds of customers across the Southeast. Our clients rely on us to help them source, implement, and support comprehensive technology solutions designed to meet their specific needs. The Managing Partners (Paul Sprayberry, John Pickering, and Chris Crapps) worked together as the leadership team under the company name of Technology Systems Integrators which later became ProLogic ITS when it was incorporated in November 2013.

At ProLogic ITS, we are committed to building strong relationships with our customers. We believe providing on-time service and quality products are important components in developing and maintaining those relationships. As an organization, we recognize that people are the essence of any good business. In fact, it is our commitment to our customers and their loyalty that has kept ProLogic ITS financially strong during the global pandemic, and we have doubled our size and business opportunities across the Southeast. With a well-established office in Alabaster, Alabama, and another just over the border in Milton, Florida, we intend to continue this growth to better support educators and educational institutions across the State of Alabama.

We are in our 9th year of business as ProLogic ITS and continue to build strong relationships with our customers and solid business practices. In fact, both elements have earned ProLogic ITS the honor of becoming an authorized service center and a services provider for large, well known technology companies. As a Tier 1 National Services Provider, ProLogic provides “white label” implementation services for technology resellers including CDW, Encore, Howard Technologies, Prosys, SCW and TIG, leading technology manufacturers including Dell, HP, Lenovo, Panasonic, Promethean, Bretford, and SecureWorks and commercial and healthcare organizations including AT&T, Axon, Cricket Wireless, Piedmont Healthcare, Rent-A-Center and more.

ProLogic ITS, LLC (ProLogic ITS) is a certified ISO 9001:2015 as well as a Criminal Justice Information Services (CJIS) compliant facility. These two certifications indicate the high-quality standards and promise of high-quality security measures taken within the company to protect customer data and equipment. ProLogic ITS has established this quality policy to be consistent with the purpose and context of our organization. It provides a framework for the setting and review of objectives in addition to our commitment to satisfying applicable customers’, regulatory and legislative requirements as well as our commitment to continually improve our management system.



We offer a variety of products and services to K-12 districts. Our services team has supported numerous projects in more than 50 K-12 districts across the Southeast including many large districts in the Metro Atlanta area. Furthermore, we provide custom service solutions, and we currently serve as the outsourced IT department for one of the Top 5 School Districts in Georgia.

ProLogic ITS is headquartered north of Atlanta in a secure 87,000 square foot facility in Acworth, GA just off Interstate 75 and near Interstate 575. This facility is located 30 miles from downtown Atlanta, GA. An additional 12,000 square foot warehouse is located at Forest Park, GA, just 10 miles from downtown Atlanta. Additional locations in Alabaster, Alabama and Milton, Florida are positioned to provide fast response time and product fulfillment. Within these facilities, we can warehouse, inventory, and stage for delivery all proposed products.

With an in-house staff of over 212 employees, ProLogic ITS' experienced hands-on team can assist in technical planning and create a strategy to accomplish each customer's goals. We can design, build, and maintain solutions based on industry-standard technology platforms and related value-added services for a national customer base.



Additionally, ProLogic ITS has access to over 8,000 certified professionals. These professionals are some of the best-qualified individuals in the trade. All subcontractors are held to the same performance, quality, and ethical standards as ProLogic ITS employees and performance is continuously monitored and evaluated.

Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership.

Our experienced, hands-on team can assist in technical planning and create a strategy to accomplish these goals.

- Desktops, Laptops & Tablets
- Promethean and ClearTouch Interactive Flat Panels
- Wireless Collaboration Solutions
- STEM Products and 3D Printers
- Cloud Based Solutions
- Printing Solutions
- Servers/Storage
- Networking
- Cyber Security Solutions
- Physical Security Solutions
- Systems Management
- Backup and Recovery
- Software
- Rugged Mobility
- Vehicle Upfitting Services
- Vehicle Tracking and Fleet Analytics

In choosing ProLogic ITS to provide educational products and services to your System agencies across the state of Alabama, you will gain a committed, experienced, and reliable partner who will provide a positive customer experience. We look forward to serving ACCS members.

RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS

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.

ProLogic ITS accepts the Conditions Governing the Procurement and has stated such in our letter of transmittal. As a vendor providing hardware, we have provided our ISO 9001 certification on the page to follow.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor (s).

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance, or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

ProLogic ITS is a large company and typically does not utilize contractors. However, should subcontractors be used in the performance of a service, those subcontractors will not directly accept purchase orders or payment for products or services from procuring entities under the terms and conditions of this 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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days' written notice.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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 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.

ProLogic ITS, LLC acknowledges, agrees, and will comply. We have included a sample of our current policy on the page to follow, and this policy can be bolstered to suit individual project or agency requirements.



PROLOGI-01

CCAMPANELLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2020

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

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

PRODUCER Tanner, Ballew and Maloof, Inc. 5871 Glenridge Dr Suite 400 Atlanta, GA 30328	CONTACT NAME: PHONE (A/C, No, Ext): (404) 252-8860 FAX (A/C, No): (404) 252-8834 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Co. INSURER B: OneBeacon Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ProLogicITS, LLC 106 Northpoint Parkway Building 2, Suite 350 Acworth, GA 30102	NAIC # 27154

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7110160980002	2/6/2020	2/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EACH CLAIM \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7110160980002	2/6/2020	2/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			7110160980002	2/6/2020	2/6/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	406-04-49-66	2/6/2020	2/6/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Professional Liabili			760-01-03-07	2/6/2020	2/6/2021	Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

INFORMATION ONLY

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

AUTHORIZED REPRESENTATIVE

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply. All products will be new, and warranties will remain per the terms of the manufacturers' standard warranty terms and conditions. All products will be supplied in manufacturer packaging, which will include all cabling and connectors identified as included in the specifications for each product.

Specifications

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.

Product and Services Delivery Overview

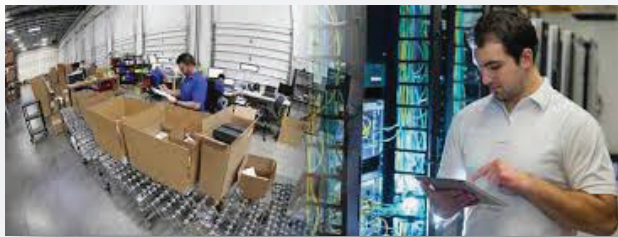
For over 18 years combined, the ProLogic ITS leadership team has been a trusted partner for hundreds of customers across the nation. Our clients rely on us to help them source, implement, and support comprehensive technology solutions designed to meet their specific needs. The Managing Partners (Paul Sprayberry, John Pickering, and Chris Crapps) worked together as the leadership team under the company name of Technology Systems Integrators which later became ProLogic ITS when it was incorporated in November 2013.

At ProLogic ITS, we are committed to building strong relationships with our customers. We believe providing on-time service and quality products are important components in developing and maintaining those relationships. As an organization, we recognize that people are the essence of any good business. In fact, it is our commitment to our customers and their loyalty that has kept ProLogic ITS financially strong during the global pandemic, and we have doubled our size and business opportunities across the Southeast. With a well-established office in

Alabaster, Alabama, and another in the Panhandle in Milton, Florida, we intend to continue this growth to better support educators and educational institutions across the State of Alabama.

We are in our 9th year of business as ProLogic ITS and continue to build strong relationships with our customers and solid business practices. In fact, both elements have earned ProLogic ITS the honor of becoming an authorized service center and a services provider for large, well known technology companies. As a Tier 1 National Services Provider, ProLogic provides “white label” implementation services for technology resellers including CDW, Encore, Howard Technologies, Prosys, SCW and TIG, leading technology manufacturers including Dell, HP, Lenovo, Panasonic, Promethean, Bretford, and SecureWorks and commercial and healthcare organizations including AT&T, Axon, Cricket Wireless, Piedmont Healthcare, Rent-A-Center and more.

ProLogic ITS, LLC (ProLogic ITS) is a certified ISO 9001:2015 as well as a Criminal Justice Information Services (CJIS) compliant facility. These two certifications indicate the high-quality standards and promise of high-quality security measures taken within the company to protect



customer data and equipment. ProLogic ITS has established this quality policy to be consistent with the purpose and context of our organization. It provides a framework for the setting and review of objectives in addition to our commitment to satisfying applicable customers', regulatory and legislative requirements as well as our commitment to continually improve our management system.

We offer a variety of products and services to K-12 districts. Our services team has supported numerous projects in more than 50 K-12 districts across Georgia including many in the Metro Atlanta area. Furthermore, we provide custom service solutions, and we currently serve as the outsourced IT department for one of the Top 5 School Districts in Georgia, Clayton County.

ProLogic ITS is headquartered north of Atlanta in a secure 87,000 square foot facility in Acworth, GA just off Interstate 75 and near Interstate 575. This facility is located 30 miles from downtown Atlanta, GA. An additional 12,000 square foot warehouse is located at Forest Park, GA, just 10 miles from downtown Atlanta. Additional locations in Alabaster, Alabama and Milton, Florida are positioned to provide fast response time and product fulfillment. Within these facilities, we can warehouse, inventory, and stage for delivery all proposed products.

With an in-house staff of over 212 employees, ProLogic ITS' experienced hands-on team can assist in technical planning and create a strategy to accomplish customer's goals. We can design, build, and maintain solutions based on industry-standard technology platforms and related value-added services for a national customer base.

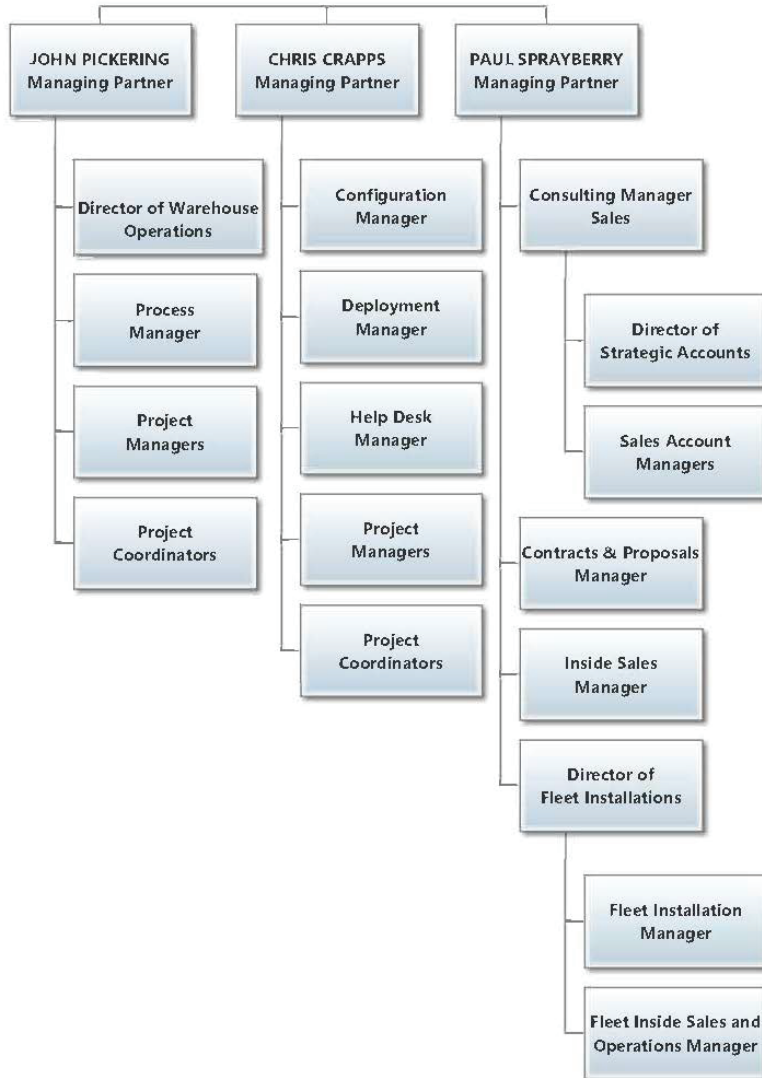
Additionally, ProLogic ITS has access to over 8,000 certified professionals. These professionals are some of the best-qualified individuals in the trade. All subcontractors are held to the same performance,



quality, and ethical standards as ProLogic ITS employees and performance are continuously monitored and evaluated.

Our Organization Chart shown below indicates how our company operates as a service-based company with a significant group of trained and certified Project managers to handle our projects.

ProLogic ITS



Legal Name:

ProLogic ITS, LLC

Address – Headquarters:

106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

- Contact Name: Paul Sprayberry, Managing Partner

- Phone Number: 866-923-0513, x702
- e-Mail: paul.sprayberry@prologicits.com
- Legal Structure: Limited Liability Corporation,
- Incorporated 11/14/2013
- FEIN/TIN: 46-4101495
- Federal E-Verify Number: 730441, Registered 12/03/2013
- DUNS: 079353667
- Occupational Tax Certificate: LC20130000921 (Cherokee County, GA)
- Certificate of Existence: Control #13464989 (Georgia)

As Filed with State of Georgia

Company Ownership

- | | |
|--|--------|
| • Company Officer 1: Paul Sprayberry, Managing Partner | 33.34% |
| • Company Officer 2: Chris Crapps, Managing Partner | 33.33% |
| • Company Officer 3: John Pickering, Managing Partner | 33.33% |

Satellite Offices:

Georgia:

Service Center and Warehouse
107 Forest Parkway
Suite 700
Forest Park, GA 30297

Sales Office
114 Town Park Drive NW
Kennesaw, GA 30144

Trans Comm Services - a division of ProLogic ITS
105 Manley Road
Griffin, GA 30223

Florida:

Service Center and Warehouse
7828 SW Jack James Drive
Building 1/A
Stuart, FL 34997-7233

Gulf Coast Upfitters - a division of ProLogic ITS
6345 US-90
Milton, FL 32570

Alabama:

520 Galloway Circle
Alabaster, AL 35007

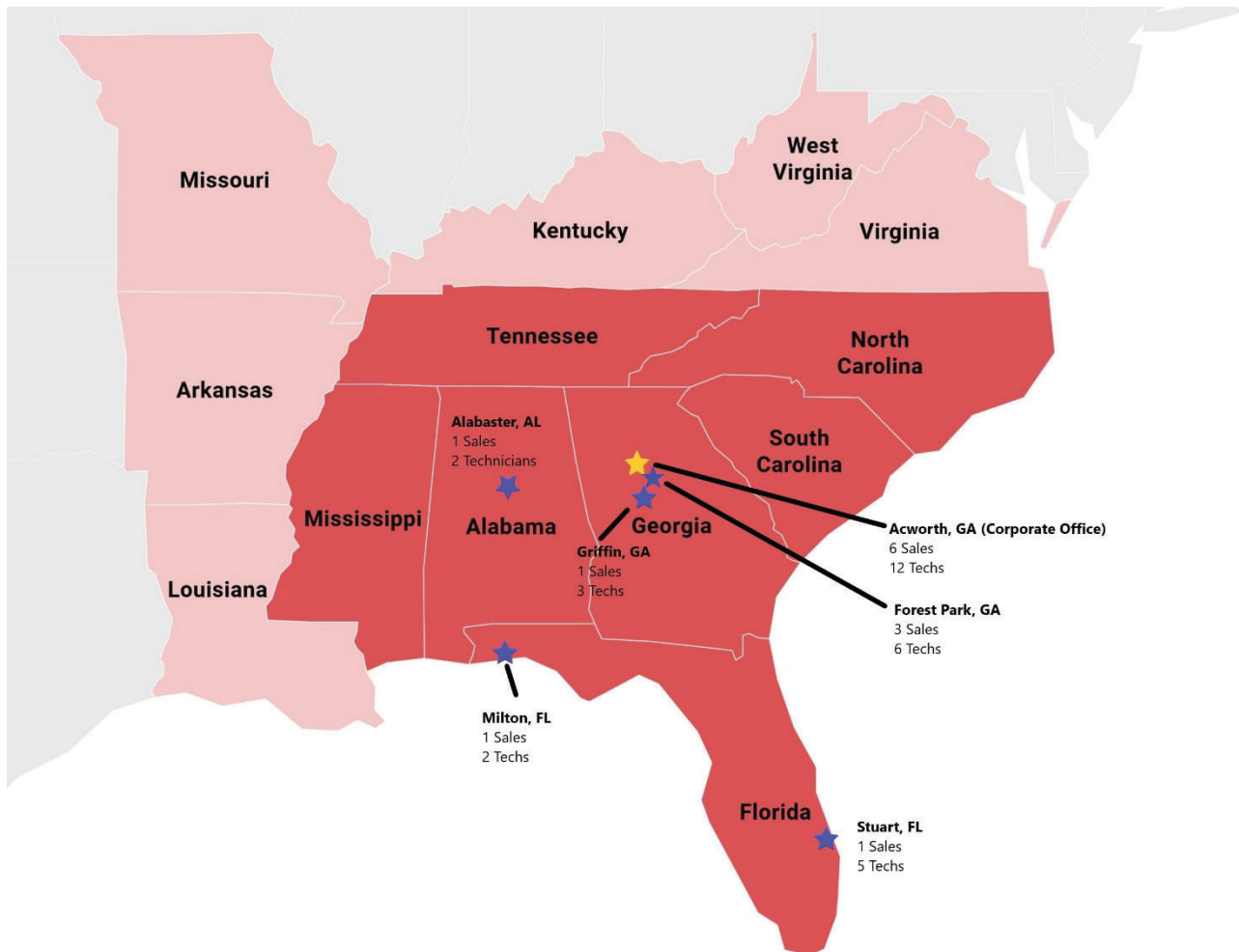
Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to provide excellent performance with a lower overall cost of ownership. As an innovative and nimble technology provider, we are well-matched to serve the needs of higher education, as these institutions have generally been quick to adopt new technologies.

Fundamentally, modern technologies can change the conception of a higher education institution, and ProLogic ITS has both the expertise and partner relationships to ensure the technologies available to colleges remain cutting edge and affordable. We anticipate the needs of ACCS members will center around Audio Visual, Client Devices, Cyber Security, Data Center, Fleet Solutions, Managed Services Offerings, Networking & Wireless, Printing & Imaging, Peripherals & Accessories, Physical Security, Radio Technology, STEM/STEAM, Software, Technology Sanitation, Unified Communications, and a complete array of Services to support various solutions. Additionally, ProLogic ITS can help faculty integrate information technology into their teaching, making education a much more interactive and collaborative process.

Our key partners in these categories are below:



As an organization, ProLogic ITS provides product and services nationally, however we concentrate our service to K-12 and Higher Education in the Southeast. We have offices in Georgia, Alabama, and Florida strategically positioned to serve the System and authorized entities across the state of Alabama.



Problem Resolution

We have high expectations for our own performance. For this reason, customer satisfaction is a priority and we have established a process for resolution and escalation. In addition to quality service through their account manager, agencies who request both goods and services are assigned a project manager as their direct point of contact for a project.

Our customers receive value through ProLogic ITS's Project Management in the following ways:

- Provide Single point of Accountability – a single framework covers all aspects of the project, providing you with a single point of contact for all aspects of project execution as well as a clear understanding of how each activity within the project supports the accomplishment of overall business objectives.
- Provide a methodology that is based on proven tools – the Project Management methodology is based on processes, principles, and tools that have been proven on numerous engagements throughout the industry.

- **Provide quality** – use performance and quality metrics to ensure we meet or exceed all established service level criteria and relentlessly work to improve service levels, reduce costs, increase personnel productivity, and simplify IT activities.

While each project is customized to fit our client's needs, the PM team is ultimately responsible for planning, identifying risk, managing issues, following change management procedures, measuring, and reporting, quality assurance, and monitoring the budget.

- **Planning** – creates a cohesive, consistent planning vision and process for the project, ensuring that strategic, operational, tactical, and technical solution plans are all aligned to the same goal
- **Risk Management** – defines a process for managing all risks in a holistic manner allowing for transparency of key risks requiring executive involvement while managing and mitigating operational and tactical risks behind the scenes
- **Issue/Escalation Management** – defines a process for communicating and resolving issues and their impact, ensuring ongoing issues visibility, including the appropriate parties, while minimizing executive management demands and overhead

To be proactive, ProLogic ITS includes a Service Level Agreement for our projects. This ensures clear communication regarding expectations and is signed by both parties. Although these can vary, it typically includes a general overview, service description, service delivery, a specification of the parties involved, compensation, exceptions, security, and a termination procedure.

Stage One

Each complaint is formally acknowledged within a 24-hour period or less. This may include a phone conversation, email, or in person conversation. This communication is followed up with an email acknowledgement, including a review of the issue and a suggestion for resolving the matter.

Stage Two

If an issue is not resolved at stage one, we engage the corresponding support specialists and/or executive level manager to assist with a resolution. This may involve a team call with multiple parties for efficiency and may include direct discourse with one of our managing partners, who has the authority to take decisive action for an immediate resolution.

Stage Three

We monitor and review the effectiveness of our complaints handling process and track patterns of repetition through our Service Now portal. This helps us to identify trends which may indicate a need to take further action regarding process or product improvement.

Service Level Agreements

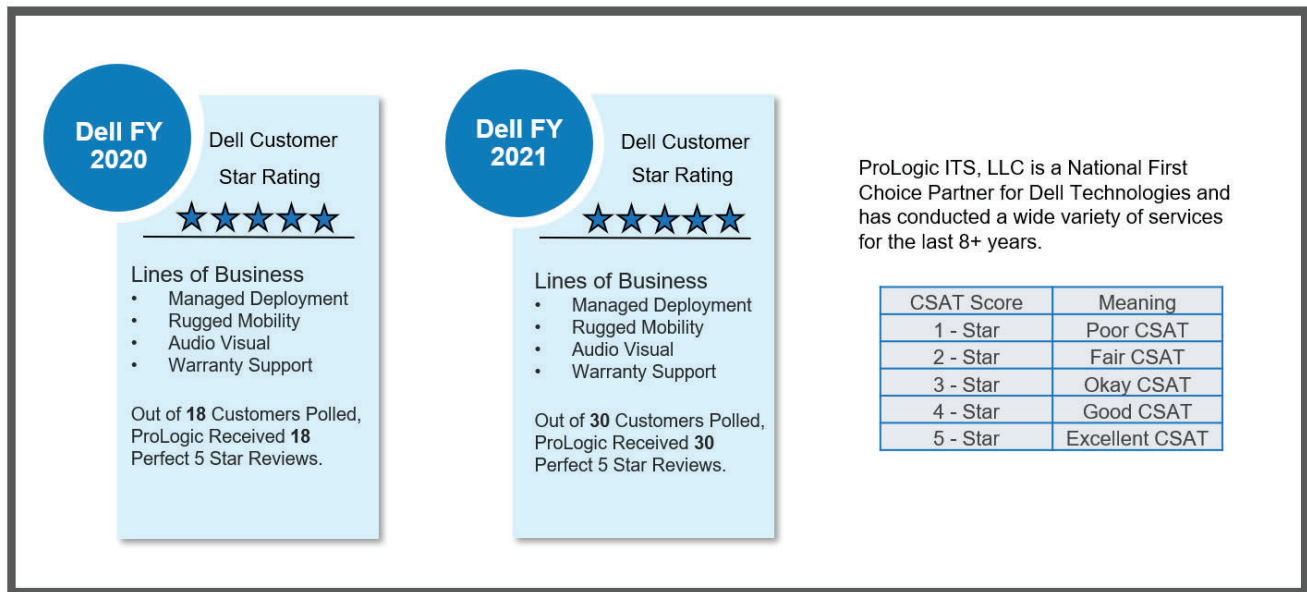
ProLogic ITS utilizes Service Level Agreements to ensure we are meeting the expectations of each client. This includes the ability to provide customized reports. A sample SLA is available for your review in ATTACHMENT A of this proposal.

Customer Satisfaction Statistics

Customer Experience is one of our highest priorities. ProLogic ITS will issue periodic surveys to current customers to gauge our performance. We have provided an example of such a survey as Attachment C.

As a National Service Provider, our manufacturing partners share ProLogic ITS subcontractor performance evaluation statistics. We use these two methods combined with live customer feedback to continually improve our customer experience strategy, so that we achieve high customer satisfaction rates.

Customer Satisfaction



1 of 7 © Copyright 2019 Dell Inc.

DELL Technologies

We provide a personalized customer experience, even in how we approach feedback. Happy customers remain loyal, and this is one of the key reasons why ProLogic ITS has almost **TRIPLED** in growth during the global pandemic.



Value Added Services

Regardless of the complexity, the ProLogic Professional Services Team can create a customized solution, tailored to a customer's specific requirements, that aligns with industry best practices. We can accommodate Alabama colleges with mid-size or enterprise-level solutions. ProLogic ITS can be the singular resource needed for planning, development, and delivery of that solution.

- Custom Managed Services
- Managed Client Solutions
- MSP Solutions
- ProLogic Audio Visual Services
- ProLogic Custom, Logistics, or Miscellaneous Services
- ProLogic Cybersecurity Services
- ProLogic Data Center Services
- ProLogic Data Destruction Services
- ProLogic Data Management /Security Services
- ProLogic Device Buyback Services
- ProLogic Low Voltage Services
- ProLogic Managed Services
- ProLogic Microsoft Services
- ProLogic Mobile Upfitting (Fleet) Services
- ProLogic Other Services
- ProLogic Physical Security Services
- ProLogic Print Services
- ProLogic Professional Development Services
- ProLogic Professional Services
- ProLogic Radio Services
- ProLogic STEM/STEAM Services
- ProLogic Unified Communication Services
- ProLogic Upfitting (Fleet) Services

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 1P A-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 the Internet or other databases that may be used to administer the agreements or support marketing.

ProLogic ITS, LLC acknowledges, agrees, and will comply. A sample report can be found on Attachment B – Sample Quarterly Report. These reports are customizable.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

We have the existing capability to implement a website page that would provide your members with updated pricing information by manufacturer. Additionally, we maintain all sales and product data in our cloud-based in-house system and can furnish pricing, order tracking, product information, and reporting through the dedicated account manager for each region of the state, North and South. Upon award, ProLogic ITS will commit to implementing a dedicated contract webpage that contains the complete ESS (Equipment and Services Schedule) by manufacturer, including models and product specifications. This would be like the pricing structure for our ALJP 2022 contract.

Each of our proposed manufacturers has been selected for quality of products as well as comprehensive websites that include support/help centers, product guides/specifications, and other helpful resources.

ProLogic ITS has the capability to accept and process purchase orders electronically.

3.25 Breadth of Offering

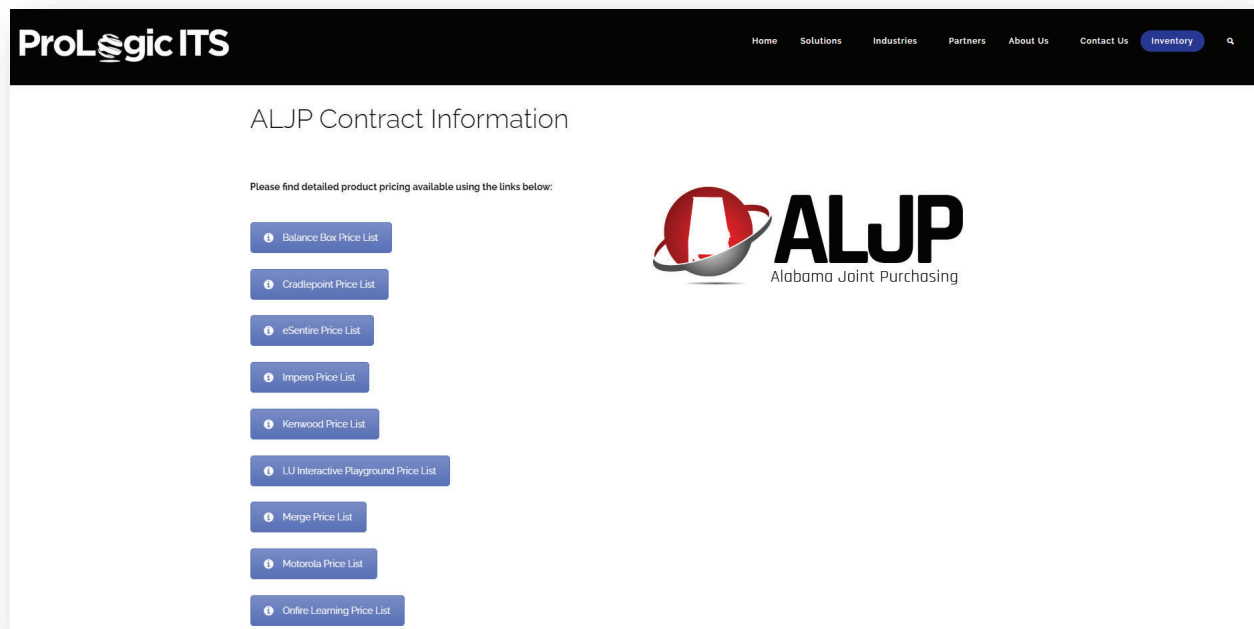
ProLogic ITS, LLC acknowledges, agrees, and will comply. ProLogic ITS is proposing solutions in the following categories:

- **Client Computers - Dell, HP Inc., Lenovo**
- **Servers - Dell, HPE, Lenovo**
- **Printers - Lexmark, HP Inc., Brother**
- **Monitors - ClearTouch, Epson, Promethean, eGlass, Dell**
- **Digital Signage - ClearTouch**
- **Storage - Dell, HP Inc., Lenovo**
- **Audio and Video Conferencing Equipment - Hovercam, eGlass, Epson, Dell**
- **Technology Sanitation - iCloth**
- **Multimedia Hardware - Balance Box, ClearTouch, Promethean, HP, Dell, Epson, eGlass, Cisco**

- **VOiP/Unified Communications Solutions – Cisco, Zoom**
- **Video Surveillance Solutions - Avigilon, Axis, Verkada, Genetec, Bosch**
- **Key and Access Control Equipment - Wireless Guardian**
- **Software – Absolute, NetMotion, Papercut, Dell**
- **Network Security and Connectivity- eSentire, Cradlepoint,**
- **Radio Communication - Kenwood, Motorola**
- **Fleet Tracking and Analytics - Samsara**
- **Variable Message Boards – Wanco**
- **Uninterruptible Power Supplies – Vertiv**
- **Mobile Surveillance – Safety Vision**
- **Professional Services and Installation Services**

LIST OF MODELS OR VARIATIONS

ProLogic ITS will provide a complete MSRP list of models and variations available for each manufacturer we have proposed for ACCS-2022-01 JPA. You will find these on the Flash Drive provided in the side pocket of our folder. Upon award, these lists will be made available to members via a link to a dedicated contract page like below:



This dedicated contract page will be updated regularly with new manufacturer MSRP lists to reflect new product offerings, allowing your members to take advantage of additional product options as they become available to the market.

OPERATING SYSTEMS

Client Devices - Microsoft LINUX, UNIX, and Chrome OS

Servers - Microsoft LINUX and UNIX

SOFTWARE

ProLogic ITS is proposing software selections from the following manufacturers:

Absolute

NetMotion

Papercut

Dell

Proprietary software will be provided as applicable to the manufacturer. Select software may be free with purchase and others may be fee based. Fee-based software will be identified in the manufacturer price sheet.

SERVICES

ProLogic ITS can provide the professional services below to support ACCS members:

- Custom Managed Services
- Managed Client Solutions
- MSP Solutions
- ProLogic Audio Visual Services
- ProLogic Custom, Logistics, or Miscellaneous Services
- ProLogic Cybersecurity Services
- ProLogic Data Center Services
- ProLogic Data Destruction Services
- ProLogic Data Management /Security Services
- ProLogic Device Buyback Services
- ProLogic Low Voltage Services
- ProLogic Managed Services
- ProLogic Microsoft Services
- ProLogic Mobile Upfitting (Fleet) Services
- ProLogic Other Services
- ProLogic Physical Security Services
- ProLogic Print Services
- ProLogic Professional Development Services
- ProLogic Professional Services
- ProLogic Radio Services
- ProLogic STEM/STEAM Services
- ProLogic Unified Communication Services
- ProLogic Upfitting (Fleet) Services

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

Paul Sprayberry, Managing Partner

O: (866) 923-0513 x 702

E: Paul.Sprayberry@ProLogicITS.com

Kennesaw, Georgia

Mandy Rusch, Contracts and Proposals Manager

O: 866-923-0513

E: mandy.rusch@ProLogicITS.com

Kennesaw, Georgia

ACCS members will also be supported by several levels of experienced K-12 focused personnel. Your current account manager is Eric Fritz, is a former educator. We are growing our sales team in Alabama and anticipate adding two additional sales personnel in 2022.

Eric Fritz, Account Manager

M: (850)-525-4704

Eric.fritz@ProLogicITS.com

Pensacola, Florida

Eric Fritz currently serves the state of Alabama. Since 1994, Eric Fritz has served customers in the private and public sectors including K-12, Higher Education and Governments at the Local, County, State and Federal levels.

From 2001-2015 Eric served the Escambia County School District as a Teacher, Coach and Administrative Director both in Transportation and Energy Management working in variety of roles associated with students, staff, parents, District administrators, school board members and other agencies that conduct business with and for the district.

Since 2015, Eric has served K-12, Higher Education and Government Agencies providing technology products, services, and solutions in the capacity as an Account Representative and consulting with over 1200 different agencies across the Southeastern United States.

EJ Owens, Sales Manager, Education

M: (404) 661-0595

E: EJ.Owens@ProLogicITS.com

Kennesaw, Georgia

EJ has 20 years of IT Account Management and Sales experience and has mentored many of his colleagues to great success. EJ has worked with some of the largest K-12 Districts in Georgia, Florida, the Carolinas, and Alabama to successfully deploy thousands of devices, and maintains high levels of customer satisfaction through strong communications, personal relationships, and accountability. Some of his key relationships in Alabama districts are Birmingham City Schools, Jefferson County, Talladega County and City Schools, Montgomery County Schools, Madison County and Huntsville City Schools. EJ will be directly involved in project deployment meetings, district and school level events and training.

Matt Leszynski, ProLogic ITS Sales Manager

M: (404) 358-2501

E: Matt.Leszynski@ProLogicITS.com

Kennesaw, Georgia

Our Director of Sales, Matt Leszynski, has decades of experience managing key accounts and plays an integral role in client support, project planning, and implementation. Since 1992, Matt Leszynski has held a variety of sales and sales leadership roles for Gateway 2000, BBN/GTE Internetworking/Genuity, Dell, Presidio, and other technology companies. For nearly 20 years, Matt has focused on supporting Public Sector accounts in their client, networking, cyber security, physical security, school safety, STEM/STEAM, audio visual and professional service's needs.

Matt leads a team of 12 account managers supporting the Southeast. Matt is building on the reputation of ProLogic and their strong services delivery, logistics, and project management background with a solution-oriented sales team that has a passion to serve students, educators, and school administrators. Matt will attend kick off and project meetings and oversee quality control.

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.

State of Alabama

Houston Academy

Melanie Woodcock
901 Buena Vista Drive
Dothan, AL 36303
334.797.2892

woodcockm@houstonacademy.com

Scope: Promethean panel purchase with training.

Bryan Elementary School-Jefferson County Schools

Chad Kennedy
600 Kimberly Cut Off Road
Morris, AL 36116
205.337.7690
ckennedy@jefcoed.com

Scope: Promethean panel project including installation.

Blount County Learning Center

Steve Love
189 Horton Lane
Cleveland, AL 35049
205.775.1980
slove@blountboe.net

Scope: Promethean panel project including installation.

Tarrant City Schools

Kristi Cocke
1318 Alabama Street
Tarrant, AL 35217
205.849.3700
Cocke.kristi@tarrant.k12.al.us

Scope: Purchase of Cradlepoint routers to improve connectivity.

State of Georgia**Clayton County Public Schools**

Wes Watkins - Director of Technical Operations
1380 Arnold Street Jonesboro, GA 30136
O: 770-473-3245
E: wes.watkins@clayton.k12.ga.us

Scope: ProLogic currently performs Staffing of Onsite Resources, Asset Recovery (Recycling), Break-Fix, Warranty Repair, Warehousing, Inventory Management, Imaging, Pre-Configuration, Onsite Delivery, and Deployment for more than 45,000 units. Over the last 5 years. Currently deploying Samsara vehicle tracking and analytics solution.

Thomaston-Upson School District

George Flowers, Director of Technology
205 Civic Center Drive
Thomaston, GA 30286
Cell: 706 975-1720
Email: gflowers@upson.k12.ga.us

Scope: Purchase and installation of 150+ Promethean interactive flat panels

Date of Service: 2020--Ongoing

Value: \$300,000 +

Cherokee County School District

Chris Saxon, Supervisor of Technology Field Services
1030 Keeter Road
Canton, GA 30114

O: (770) 596-6279

E: chris.saxon@cherookeek12.net

Scope: District wide deployment and installation of approximately 2,700 interactive flat panels including de-installation of legacy equipment.

Douglas County School District

Todd Hindmon - Director

9030 Highway 5 Douglasville, GA 30134

O: 770-651-2370

E: todd.hindmon@douglas.k12.ga.us

Scope: ProLogic performed Warehousing, Inventory Management, Enrollment, Onsite Delivery, and Deployment for more than 5,000 devices.

State of North Carolina

Jackson County Public Schools

Jeremiah Jackson, CTO

398 Hospital Road

Sylva, NC 28779

O: (828) 586-2311 ext. 1947

E: cto@jcpsmail.org

Scope: Purchase and installation services for 70 Promethean interactive flat panels.

Rockingham County School District

Kacey Sensenich - Chief Technology Officer

920 Technology Loop

Madison, NC 27025

O: 336-342-1823 ex. 71210

E: ksensenich@rock.k12.nc.us

Scope: Network security abatement and security implementation.

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.

ProLogic ITS is proposing Manufacturer Suggested Retail Price (MSRP) as our baseline pricing. This is combined with percentage off discount to determine a final price for ACCS members. This pricing will remain constant throughout the term of this agreement. Additional discounts will be provided when applicable, either due to volume purchasing or product promotions. Again, it is ProLogic ITS' goal to provide your members with the best pricing available.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.32 Title Passage

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

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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).

ProLogic ITS, LLC acknowledges, agrees, and will comply. A re-stocking fee may be applied on returned items depending on the circumstance, although we do our best to serve each client with clear communication and fairness.

Buyer shall inspect the Goods within 1 Business Day of receipt (“Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. “Nonconforming Goods” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; (ii) products are damaged; or (iii) product’s label or packaging incorrectly identifies its contents.

If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller’s facility located at 106 Northpoint Pkwy, Ste 350, Acworth, GA 30102. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply. Our pricing structure represents our minimum discount. Our goal is to provide the most advantageous price to your members either through a promotional price, educational discount, general price reduction, or volume pricing.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply. Additionally, we will include technical support telephone and/or emails for our listed manufacturers.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply. Due to the current global supply chain issues, some procurement requests may be out of our control. However, we will keep clients updated and offer alternatives as needed.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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).

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply. We will provide links to downloadable files or links to manufacturer hosted website and published MSRP lists.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.4.7 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.4.8 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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.4.9 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.

3.5.0 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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

3.5.1 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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

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 2011- 535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D.

E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment

Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

ProLogic ITS, LLC acknowledges, agrees, and will comply.

ATTACHMENT A – SAMPLE SLA

Service Level Agreement

ProLogic is an ISO 9001:2015 certified company. Our SLA guarantee is for less than 10% Quality Control Errors, less than 10% Inventory Control Errors and a greater than 90% Customer Satisfaction. ProLogic agrees to maintain or exceed an overall SLA of 97% by 3:00 PM (EST) for Web Order activity. Any missed SLA's by Third Parties or Force Majeure will be mutually agreed upon by both Parties and will not be included in the overall monthly SLA calculation.

Measurement

Each Service Level shall be: (i) continuously monitored and measured; and (ii) calculated on a complete monthly frequency for all days the (business or calendar) the stated Services are rendered. Performance results shall be measured and reported monthly based on actual results, with any Excused Performance Problems separately identified. Any situation potentially involving or giving rise to an Excused Performance Problem shall be promptly reported to the Customer Contract Executive.

Revisions – Additions, Deletions, or Modifications

Customer may, on an annual basis add, delete, or modify Service Levels to reflect changes in Customer's business requirements or objectives and/or historical performance. All such changes shall be made in accordance with the Change Management Process.

Service Reporting

To measure the performance of the Service being delivered by ProLogic against the agreed Service Levels, ProLogic will produce Service Reports on a monthly basis.

The Reports will be presented to CUSTOMER for review and discussion at regular Service Review meetings.

Management Reporting

ProLogic will provide reports for:

- Quarterly rolling trend and analysis charts by ticket type (top ten problem types for most frequently use tasks).
- Quarterly Executive summary report (rolling 5 quarter basis) reviewing all SLAs, types of calls with recommendations for corrective action.

Service Level Metrics

- The "Metric" for a specific Service Level is the condition stated in the "Threshold" column for that particular Service Level.
- Supplier shall not be responsible for a failure to meet a Service Level, if such failure is attributable to Service or resource reductions requested or approved by Customer.

Method of Calculation

To calculate the total Performance Credits due to Customer for the applicable month, the Performance Credits calculated for each Service Level Failure will be totaled and such amount shall be credited to Customer on the next monthly invoice, subject to the Service Level Credit cap provided below.

Service Level Credit Cap

In no circumstances the total Service Level Credits for any individual month exceed the At Risk Amount for such month.

Root Cause Analysis

In each case of a Severity 1 Incident, Supplier shall, as soon as possible, but in no event later than 48 clock hours from the Incident resolution provide to Customer a root cause analysis of the Incident.

Earn Back of Performance Credits

Earn back of Performance Credits will be available to Supplier as follows:

- Service Level Service Credit Earn Back: If in the two months immediately following a Service Level failure ProLogic does not repeat the same Service Level failure, ProLogic shall offset the credit paid for the applicable Service Credit against any outstanding Service Credit owed ("Earn Back").

SLA Assumptions

- SLA clock starts upon receipt of call/ticket by ProLogic Help Desk
- SLA clock stops upon delivery of CPE to CUSTOMER.

ProLogic is willing to accept financial penalties for the following:

Logistics & Warehousing				
Order Fulfillment of CPE (Pick, Pack, Pull, Prep)	Number of events created within the timeframe allowed	98% handled by agreed upon cutoff time	Monthly	\$125 for each shipment that missed above the SLA limit
Delivery of CPE	Number of events delivered within SLA.	97% within 2 Business Hours by Noon	Monthly	\$125 for each shipment that missed above the SLA limit
Delivery of CPE	Number of events delivered within SLA.	97% by 3:00 PM local time next business day.	Monthly	\$125 for each shipment that missed above the SLA limit

ProLogic is willing to provide financial guarantees in the event services do not improve over time. Please reference chart above.

Earn back of Performance Credits will be available to Customer as follows:

Service Level Service Credit Earn Back: If in the two months immediately following a Service Level failure ProLogic does not repeat the same Service Level failure, ProLogic shall offset the credit paid for the applicable Service Credit against any outstanding Service Credit owed ("Earn Back").

WAREHOUSING SERVICE LEVEL COMMITMENT(S)

ProLogic will perform the Services in accordance with the Service Levels listed herein. If ProLogic fails to achieve any Service Levels due to its negligence, it shall promptly investigate the cause of such failure and take Commercially Reasonable Efforts to prevent such failure from recurring. ProLogic shall provide the SLA Penalty listed for each SLA as set forth in the Statement of Work. Except for CUSTOMER's rights of termination in this SOW, such SLA Penalty shall constitute CUSTOMER's sole remedy for ProLogic not meeting a SLA. The parties acknowledge that Service Level metrics may be distorted if there is not a sufficient sample size upon which to measure such Service Level. Accordingly, a given Service Level metric will not become effective; until there is a large enough sample to reasonably begin tracking performance against such Service Level. For purpose of clarity, the parties acknowledge that there must be at least one hundred (100) incidents per Service Level to have sufficient sample size upon which to comply with this provision. ProLogic shall not be responsible for a failure to meet a Service Level, if such failure is attributable to any of the following:

- a. errors, omissions, delays, or breach of the Agreement, SOW, or Order by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- b. Infringement of third party intellectual property rights by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- c. violations of law by CUSTOMER or its Affiliates, suppliers, or subcontractors,
- d. service or resource reductions requested or approved by CUSTOMER;
- e. industry shortages; or
- f. other events of force majeure.

ProLogic strives for a less than 10% Quality Control Error for our warehousing services. Since 2014, our error rate has been less than 1%.

SHIPMENT/LOGISTICS SERVICE LEVEL COMMITMENT(S)

ProLogic will perform the Services in accordance with the Service Levels listed herein. If ProLogic fails to achieve any Service Levels due to its negligence, it shall promptly investigate the cause of such failure and take Commercially Reasonable Efforts to prevent such failure from recurring. ProLogic shall provide the SLA Penalty listed for each SLA as set forth in the Statement of Work. Except for CUSTOMER's rights of termination in this SOW, such SLA Penalty shall constitute CUSTOMER's sole remedy for ProLogic not meeting a SLA. The parties acknowledge that Service Level metrics may be distorted if there is not a sufficient sample size upon which to measure such Service Level. Accordingly, a given Service Level metric will not become effective; until there is a large enough sample to reasonably begin tracking performance against such Service Level. For purpose of clarity, the parties acknowledge that there must be at least one hundred (100) incidents per Service Level to have sufficient sample size upon which to comply with this provision. ProLogic shall not be responsible for a failure to meet a Service Level, if such failure is attributable to any of the following:

- a. errors, omissions, delays, or breach of the Agreement, SOW, or Order by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- b. Infringement of third party intellectual property rights by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- c. violations of law by CUSTOMER or its Affiliates, suppliers, or subcontractors,
- d. service or resource reductions requested or approved by CUSTOMER;
- e. industry shortages; or
- f. other events of force majeure.

ProLogic strives for a less than 10% Quality Control Error for our shipment/logistics services. Since 2014, our error rate has been less than 1%.

PROCUREMENT SERVICE LEVEL COMMITMENT(S)

ProLogic will perform the Services in accordance with the Service Levels listed herein. If ProLogic fails to achieve any Service Levels due to its negligence, it shall promptly investigate the cause of such failure and take Commercially Reasonable Efforts to prevent such failure from recurring. ProLogic shall provide the SLA Penalty listed for each SLA as set forth in the Statement of Work. Except for CUSTOMER's rights of termination in this SOW, such SLA Penalty shall constitute CUSTOMER's sole remedy for ProLogic not meeting a SLA. The parties acknowledge that Service Level metrics may be distorted if there is not a sufficient sample size upon which to measure such Service Level. Accordingly, a given Service Level metric will not become effective; until there is a large enough sample to reasonably begin tracking performance against such Service Level. For purpose of clarity, the parties acknowledge that there must be at least one hundred (100) incidents per Service Level to have sufficient sample size upon which to comply with this provision. ProLogic shall not be responsible for a failure to meet a Service Level, if such failure is attributable to any of the following:

- a. errors, omissions, delays, or breach of the Agreement, SOW, or Order by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- b. Infringement of third party intellectual property rights by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- c. violations of law by CUSTOMER or its Affiliates, suppliers, or subcontractors,
- d. service or resource reductions requested or approved by CUSTOMER;
- e. industry shortages; or
- f. other events of force majeure.

ProLogic strives for a less than 10% Quality Control Error for our procurement services. Since 2014, our error rate has been less than 1%.

REFURBISHMENT SERVICE LEVEL COMMITMENT(S)

ProLogic will perform the Services in accordance with the Service Levels listed herein. If ProLogic fails to achieve any Service Levels due to its negligence, it shall promptly investigate the cause of such failure and take Commercially Reasonable Efforts to prevent such failure from recurring. ProLogic shall provide

the SLA Penalty listed for each SLA as set forth in the Statement of Work. Except for CUSTOMER's rights of termination in this SOW, such SLA Penalty shall constitute CUSTOMER's sole remedy for ProLogic not meeting a SLA. The parties acknowledge that Service Level metrics may be distorted if there is not a sufficient sample size upon which to measure such Service Level. Accordingly, a given Service Level metric will not become effective; until there is a large enough sample to reasonably begin tracking performance against such Service Level. For purpose of clarity, the parties acknowledge that there must be at least one hundred (100) incidents per Service Level to have sufficient sample size upon which to comply with this provision. ProLogic shall not be responsible for a failure to meet a Service Level, if such failure is attributable to any of the following:

- a. errors, omissions, delays, or breach of the Agreement, SOW, or Order by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- b. Infringement of third party intellectual property rights by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- c. violations of law by CUSTOMER or its Affiliates, suppliers, or subcontractors,
- d. service or resource reductions requested or approved by CUSTOMER;
- e. industry shortages; or
- f. other events of force majeure.

ProLogic strives for a less than 10% Quality Control Error for our refurbishment services. Since 2014, our error rate has been less than 1%.

DEPOT SERVICE LEVEL COMMITMENT(S)

ProLogic will perform the Services in accordance with the Service Levels listed herein. If ProLogic fails to achieve any Service Levels due to its negligence, it shall promptly investigate the cause of such failure and take Commercially Reasonable Efforts to prevent such failure from recurring. ProLogic shall provide the SLA Penalty listed for each SLA as set forth in the Statement of Work. Except for CUSTOMER's rights of termination in this SOW, such SLA Penalty shall constitute CUSTOMER's sole remedy for ProLogic not meeting a SLA. The parties acknowledge that Service Level metrics may be distorted if there is not a sufficient sample size upon which to measure such Service Level. Accordingly, a given Service Level metric will not become effective; until there is a large enough sample to reasonably begin tracking performance against such Service Level. For purpose of clarity, the parties acknowledge that there must be at least one hundred (100) incidents per Service Level to have sufficient sample size upon which to comply with this provision. ProLogic shall not be responsible for a failure to meet a Service Level, if such failure is attributable to any of the following:

- a. errors, omissions, delays, or breach of the Agreement, SOW, or Order by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- b. Infringement of third party intellectual property rights by CUSTOMER or its Affiliates, suppliers, or subcontractors;
- c. violations of law by CUSTOMER or its Affiliates, suppliers, or subcontractors,
- d. service or resource reductions requested or approved by CUSTOMER;
- e. industry shortages; or
- f. other events of force majeure.

ProLogic strives for a less than 10% Quality Control Error for our depot services. Since 2014, our error rate has been less than 1%.

SAMPLE

ATTACHMENT B – SAMPLE UTILIZATION REPORT

ATTACHMENT B – SAMPLE REPORT

Vendor Name:		Invoice Contact Name:	Chris Crapps					
Contract Number:	99999-SPD-T20120702-0006	Vendor Billing Address:	Bldg 2 Ste 350, Acworth					
Fiscal Year/Quarter:	F19Q4	Vendor Billing E-Mail:	AP@prologicitcs.com					
Transaction ID	Part # / SKU #	Item Description	Manufacturer	Manufacturer's Model/Part #	Standard Industry Code (NIGP/UNSPSC)	Quantity Ordered	Unit of Measure	Contract Unit Price
20001657	5QG36A8	HP V270-LED monitor	HP	5QG36A8		35	ea	\$128.55
20001657	AMB580TT	Targus - Targus B580	Targus	AMB580TT		35	ea	\$18.67
20001657	AKB55TT	Targus - Targus KB55 Multi-Pla	Targus	AKB55TT		35	ea	\$17.35
20001657	CF-VEB541AU	Panasonic Desktop Port Replic	Panasonic	CF-VEB541AU		35	ea	\$262.05
20001657	CF-AA5713AM	PANASONIC : AC Adapter (100V	Panasonic	CF-AA5713AM		35	ea	\$60.58
20001657	98938	Disk drive - DVD±RW (±R DL) - I	Verbatim	98938		35	ea	\$30.25
20001657	CT2K102464BD160B	DDR3L - 16 GB: 2 x 8 GB - DIMM	Crucial	CT2K102464BD160B		2	ea	\$78.68
20001657	CT500MX500SSD1	Solid state drive - encrypted - 5	Crucial	CT500MX500SSD1		2	ea	\$65.59
JL121119	6XQ239	Panasonic FZ-55	Panasonic	FZ-55C002VM		2	EA	\$2,762.00

ATTACHMENT C – CUSTOMER SURVEY

ProLogic ITS

EVALUATION FORM

Name of Organization Providing Reference: Cherokee Co. School District

Contact Person: Chris Saxon
Email: Chris.Saxon@cherokee.k12.net

Date of Evaluation: 1/13/22

PLEASE CHECK THE APPROPRIATE STATEMENT THAT BEST DESCRIBES YOUR CLIENT EXPERIENCE WITH THE ABOVE REFERENCE BIDDER.

I. DELIVERY

- ☒ Vendor was always on time
☐ Vendor was usually on time
☐ Vendor was never on time
☐ Vendor never delivered product/service as ordered
☐ Vendor defaulted

II. PRODUCT QUALITY

- ☒ Vendor's product/service always performed as expected
☐ Vendor's product/service usually performed as expected
☐ Vendor's product/service never performed as expected
☐ Vendor's product had to be replaced
OTHER: COMMENTS _____

III. PRODUCT SUBSTITUTION

- ☒ Vendor always substituted product/service
☐ Vendor never substituted product/service
OTHER: COMMENTS _____

IV. PACKAGING

- ☒ Vendor's packaging was always satisfactory
☐ Vendor's packaging was usually satisfactory
☐ Vendor's packaging was sometimes satisfactory
☐ Vendor's packaging was never satisfactory
OTHER: COMMENTS _____

V. INVOICING

- ☒ Vendor always invoiced correctly and on time
☐ Vendor usually invoiced correctly and on time
☐ Vendor sometimes invoiced correctly and on time
☐ Vendor never invoiced correctly and on time
OTHER: COMMENTS _____

VI. PROFESSIONALISM

- ☒ Vendor was always professional
☐ Vendor was usually professional
☐ Vendor was sometimes professional
☐ Vendor's product had to be replaced
OTHER: COMMENTS _____

VII. ACCESSIBILITY

- ☒ Vendor was always accessible
☐ Vendor was usually accessible
☐ Vendor was sometimes accessible
☐ Vendor never accessible
OTHER: COMMENTS _____

VIII. OVERALL RATING

- Recommend for new business ☒
Does not recommend for new business ☐

OVERALL STATEMENT OF VENDOR'S PERFORMANCE

CLIENT'S NAME: Chris M. Saxon

SIGNATURE: Chris M. Saxon

DATE: 1/13/22

VERIFIED BY: (PRINT NAME) _____

SIGNATURE: _____

DATE: _____