ACCS 2022 JPA

Prepared for

ALABAMA COMMUNITY COLLEGE SYSTEM

Submitted on February 11th, 2022



Prepared by Chris Smith Sales Manager (205) 588-0577 • <u>Chris.Smith@rjyoung.com</u>

> RJ Young 4001 Farr Road • Bessemer, AL 35022

RFP Number RFP Title Proposer Page Number #22-006 ACCS 2022 JPA RJ Young **1**

Letter of Transmittal

RJ Young Company AJ Baggott Chief Operating Officer 730A Freeland Station Road Nashville, TN 37228



Alabama Community College System Attn: ITS Post Office Box 302130 Montgomery, AL 36130-2130 JPA-Notification@accs.edu

Letter of Transmittal

Enclosed is RJ Young's response to the Alabama Community College System's Request for Bid (#ACCS-2022). Below is requested transmittal letter information. RJ Young accepts the Conditions Governing the Procurement. RJ Young acknowledges receipt of any and all amendments to this RFB.

AJ Baggott Chief Operating Officer RJ Young Company February 9th, 2021

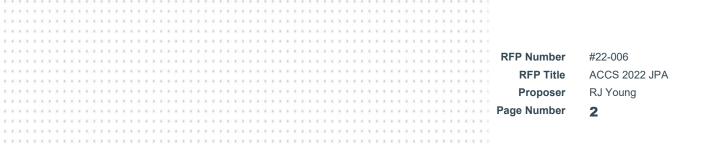
> Corporate Office RJ Young Company 730A Freeland Station Road Nashville, TN 37203

AJ Baggott Chief Operating Officer Local Office RJ Young Company 4001 Farr Road Bessemer, AL 35022

Chris A. Smith Sales Manager 205-588-0577 Chris.Smith@rjyoung.com

RJ Young 4001 Farr Road Bessemer, AL 35022





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

Vendor Name RI Young

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

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Chris Smith	205-588-0577	Chris.Smith@rjyoung.com
Senior Account/Sales Manager(s) (by region if necessary)	Chris Clark	205-847-5204	Chris.Clark@rjyoung.com
Account/Sales Manager(s) (by region if necessary)	Chris Smith	205-588-0577	Chris.Smith@rjyoung.com
Technical Support	Customer Care	800-347-1955	customercare@rJyoung.com

Date: 02/09/2022

BID INFORMATION INDEX

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

	Document Name	Page Number(s)
Product and Services Delivery Overview	ACCS RFP	10
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Bid Summary

N/A

RJ Young 4001 Farr Road Bessemer, AL 35022





Response to General Requirements and Specifications

RJ Young (RJY) has fully read 1.1 – 3.19.

RJ Young understands the purpose, procedures, and all general requirements and specifications stated within this bid.





Insurance

See the following pages for Certificate of Insurance.

RJ Young 4001 Farr Road Bessemer, AL 35022



RFP Number #22-006 RFP Title ACCS 2022 JPA Proposer RJ Young Page Number 7 RJYOUNG-01 KBLAKEHUFF

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		Nashville, TN 37228			INSURER E :				
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		730 Freeland Station Road Nashville, TN 37228	
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ADDITIONAL REMARKS		SEE PAGE 1	
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Subject to all of the terms, conditions, exclus	sions and definitions	of the above-referenced policies, as is	sued by the carrier(s)
Locations: 110 Transit Avenue, Nashville TN Additional Insured as respects General Liabi required by written contract or agreement.			
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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.

RJ Young agrees that all products for purchase will 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 will be supplied complete, ready to be installed, including all cabling and connectors where applicable.



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.

Since 1955, RJ Young (RJY) has been a valued business partner in the Southeast, helping businesses achieve maximum efficiency and productivity with the latest in office technology, all backed by award-winning service. Today, **RJ Young is the third-largest independent dealer of its kind in the United States** and has been recognized by numerous industry insiders, publications, and manufacturers for leadership and excellence.

RJ Young: Setup

Assemble and pre-configuration (pre-flight) of all equipment. All equipment is configured and built at RJY Warehouse prior to delivery.

RJ Young: Delivery

Physical movement of equipment into place. Once build and test is complete, we utilize our own distribution and personal to guarantee every care is taken in transport, delivery and installation of equipment.

RJ Young: Customer Service

Printer connectivity, scanning, and other configured options enabled and tested. RJY staff will work with any and all staff to ensure all capabilities on equipment are enabled, tested and confirmed by end users as we move through the fleet install.





RJ Young: Training

RJ Young will have several resources during installation of equipment to ensure formal training for identified end-users on copying, printing, scanning, and faxing is completed and validated by the end users themselves on level of training required and acquired.

RJY's principal place of business is in Nashville, TN. However, with more than 30 locations and 600 employees throughout the Southeast, RJY is able to provide cutting-edge solutions while

ensuring personalized support. It is our mission to constantly be on the lookout for the best people, services, equipment, software, and tools for managing your campus printing needs and document information. We are proud to work with the top equipment manufacturers and software companies in the industry as well as continually invest in retaining and developing top talent to ensure we are adding strategic value to your organization.



Statewide Service Coverage



Our service model is designed to allow every technician to produce service excellence as part of an everyday routine. Our service model focuses on increasing customer satisfaction while minimizing machine downtime. RJY has implemented multiple channels in which to communicate with our customers making the experience convenient, quick and easy to manage.

RJY is a strategic partner with resources aligned to fit your best interests, specialists to design custom solutions, and industryleading partners to ensure that your campuses are operating at their full efficiency from a technology/productivity standpoint. Our portfolio contains leading brands and manufacturers which allow us to offer your campuses best practice solutions.

RJ Young 4001 Farr Road Bessemer, AL 35022



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Because we are an industry leader, we have buying power which brings our manufacturers' best support as well as priority service. RJY has independent ownership and has built an infrastructure to support small businesses to enterprise-level organizations.

With our **We Make It Right Guarantee**[™], customer service is at the pinnacle of our focus. RJY leads your agency to greater ease of day-to-day workflows, efficiency, green initiatives, and full coverage process improvement and change management through accountability of promised services and cost savings.

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

Service Call Escalation Procedure

This explains to the technical department the procedure to use when the machine they are working on is not fixed in a reasonable time or the same problem continues to occur.

- If the Technician is unable to resolve the problem within two hours or has worked on the same machine twice for the same problem, the Technician is required to contact the Service Manager. The Service Manager will evaluate the situation, and if it cannot be resolved rapidly, a hotline to the manufacturer will be opened immediately.
- The Service Manager will perform or confirm that all remedies the hotline suggests are accomplished as soon as possible. If the hotline indicates parts are needed these parts will be installed. The results will be fed back to the hotline for further diagnosing if the problem is not resolved.
- The Technician will contact the Service Manager and provide them with the hotline case number and customer contact information plus all other pertinent information regarding the situation. This will be placed on the Service Manager's daily to do list and will be followed until it is resolved.

RJ Young 4001 Farr Road Bessemer, AL 35022





- If the Technician feels that the copier will be out of service for more than eight (8) business hours after the call has been placed or requires off-site service, a loaner copier will be provided within eight (8) business hours.
- The customer's machines will be brought into the shop and completely diagnosed, repaired and tested prior to returning it to the customer.
- Should the machine continue to experience the same symptoms, a permanent like or better replacement machine will be delivered to the customer at no additional charge.

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

See Appendix A – Customer Satisfaction and Survey Results

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided.

RJ Young: Training

Our program is successful in easing the end user into new technologies with the least interruption of their daily schedule.

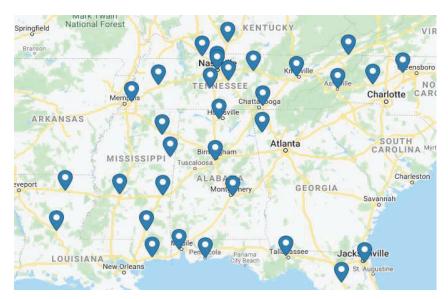
RJY will provide training for any and all locations within our footprint. Our proven track record of seamless installs and deliveries is a process that focuses on change management communication to all involved parties, setting timelines and expectations, following up on all phases of install and ongoing training





Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

All value-added services are provided through any of our 31 branches to all customer locations.





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Reporting

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

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

See Appendix B – Quarterly Utilization Report





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 existingcapability 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.

All devices will be equipped with an RJY equipment identification tag (see image), which includes equipment identification number, RJY phone number and instructions on how to access our 24/7 Electronic Portal for Account Management, Services and Supplies (24/7 ePASS[™]).



https://rjyoung.co	om/epass/

RJY provides predictive and preventative maintenance. Service needs and calls can be placed in multiple ways:

- Call dedicated RJY Customer Care phone line
- Online by accessing 24/7 ePass™ Customer Portal (ePass™)
- E-mail to CustomerCare@RJYoung.com





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We do not hire third party companies to handle our service, call center or help desk. Help Desk hours are from 7:00 AM – 5:00 PM (Central Standard Time) Monday through Friday.

In addition, RJ Young has the ability to build out a platform to login and access equipment pricing & place orders through ePass.

Over 1,000 calls are answered every month with the aid of our hardware and software specialists, as well as, issues relating to RJY supplied network output and input devices. Our Help Desk is able to remote into end user's desktops and help with print/scan related problems, also venturing into application support as it relates to RJY supplied devices.





Breadth of Offering

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

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

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

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



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Vendors must provide, at a minimum, a licensed operating system with each type of processor, where applicable. Vendors must provide a list of the operating systems for each of the following categories of processors:

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

See Appendices D (Atlona), E (Canon), F (Datto), G (Intermedia), H (Kyocera), I (LG), J (Logitech), K (Luxer), L (Peerless), M (Ricoh), N (Sharp), O (Sophos), P (Verkada), and Q (ViewSonic).

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

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



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

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





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.

Chris Smith Sales Manager 4001 Farr Road Bessemer AL 35022 205-588-0577 Chris.Smith@rjyoung.com

Chris Clark Director of Hardware Sales 4001 Farr Road Bessemer AL 35022 205-847-5204 <u>Chris.Clark@rjyoung.com</u>

RJ Young 4001 Farr Road Bessemer, AL 35022





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.

Jefferson State Community College 4600 Valleydale Rd. Birmingham, AL 35242 Janie Starnes 205-856-7744

Wallace Community College 1141 Wallace Dr, Dothan, AL 36303 Melanie Vines 334-790-7923

Drake State Community College 3421 Meridian St N, Huntsville, AL 35811 Akeen Alexander 334-354-4494



Copiers & Printers. Monthly Service Plan for Copiers: Includes all Labor, Parts, and Toner.

Wide Format, Copiers, Monthly Service Plan for Copiers: Includes all Labor, Parts, and Toner.

Audio/Visual Equipment

RJ Young 4001 Farr Road Bessemer, AL 35022









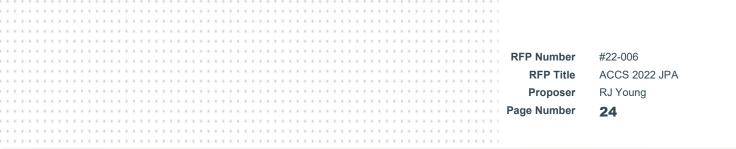
Pricing Level and Guarantee

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.

All pricing is discounted from the Manufacturer's Suggested Retail Price (MSRP).





Oral Presentation and Demonstration

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

Chris Smith Sales Manager 4001 Farr Road Bessemer AL 35022 205-588-0577 Chris.Smith@rjyoung.com





Equipment and Services Schedule

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25. The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

RJY acknowledges and will comply.





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.

RJY acknowledges and will comply.





Title Passage

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

RJY acknowledges and will comply.





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.

RJY acknowledges and will comply.





Order of Precedence

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

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

RJY acknowledges and will comply.





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.

RJY acknowledges and will comply.





Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk ofloss 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 the processing of claims for such loss or such loss or damage and to expedite the processing of claims for such loss or such loss or damage and to expedite the processing of claims for such loss or 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 tenns and conditions in this REQUEST and any resulting System purchase order will prevail.

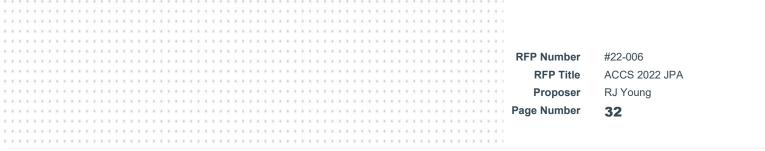
Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence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

Unless othetwise 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 othetwise 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).

RJY acknowledges and will comply.





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.

All products will be covered under the manufacturer's warranties. In addition, RJ Young stands by every product and service it offers with our **We Make It Right™ Guarantee.**

WE MAKE IT RIGHT GUARANTEE

Careful attention to customer satisfaction is the reason we've been in business since 1955.

Our policy is very simple. If you are not happy with our equipment, service, supplies, billing - anything let us know and we'll make it right, right away.

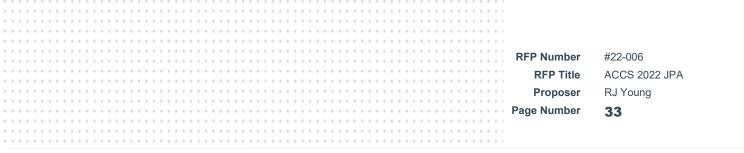
Chip Crunk President & CEO





Prepared by Chris Smith Sales Manager (205) 588-0577 Chris.Smith@RJYoung.com

RJ Young 4001 Farr Road Bessemer, AL 35022



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.

RJY acknowledges and will comply.





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.

All devices will be equipped with an RJY equipment identification tag (see image), which includes equipment identification number, RJY phone number and instructions on how to access our 24/7 Electronic Portal for Account Management, Services and Supplies (24/7 ePASS[™]).

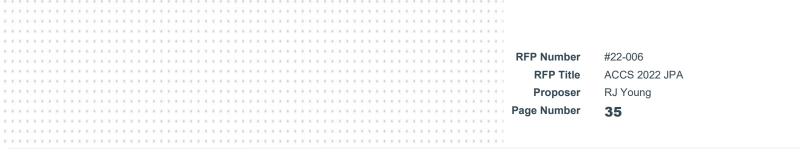


https://rjyoung.com/epass/

RJY provides predictive and preventative maintenance. Service needs and calls can be placed in multiple ways:

- Call dedicated RJY Customer Care phone line
- Online by accessing 24/7 ePass™ Customer Portal (ePass™)
- E-mail to CustomerCare@RJYoung.com





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.

RJY acknowledges and will comply.



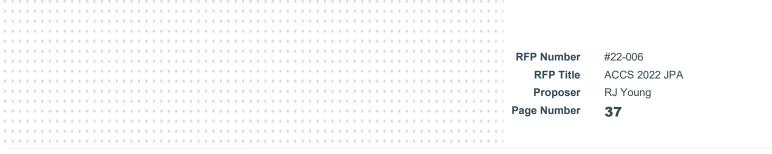


Impracticality of Performance

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.

RJY acknowledges and will comply.





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.

RJY acknowledges and will comply.





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).

RJY does not hire third party companies to handle our service, call center or help desk, enabling quicker reaction time from deliveries to installations to service and to supplies.





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 tenn 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.

RJY acknowledges and will comply.

RJ Young 4001 Farr Road Bessemer, AL 35022





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.

RJY acknowledges and will comply.



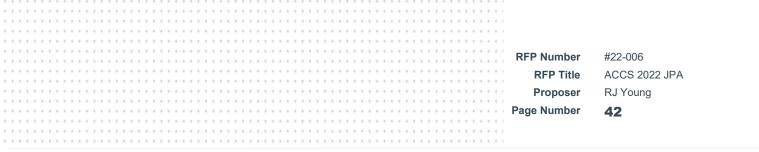
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Ethics

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.

RJY acknowledges and will comply.





Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

RJY acknowledges and will comply.



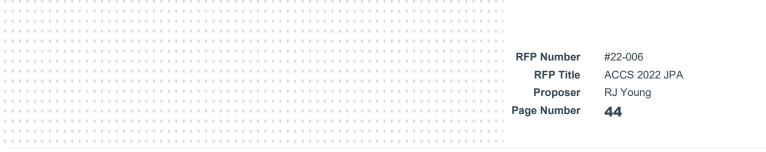


FCC Certification

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.

RJY acknowledges and will comply.





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.

RJY agrees that procuring entities shall prepare and maintain its site in accordance with written instructions furnished by RJ Young prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.





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.

RJY acknowledges and will comply.





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.

RJY acknowledges and will comply.





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.

RJY acknowledges and will comply.



Vendor Disclosure Statement

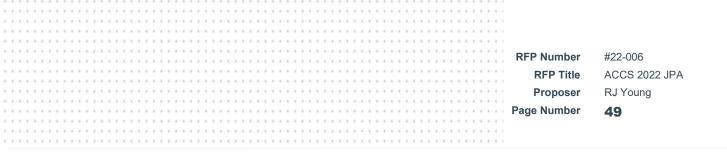
Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person 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 statue or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.





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

RJY acknowledges and will comply.

See Appendix C – Financial Documentation



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Appendix A – Customer Satisfaction



Survey Comments

Nutrition for Your Business							1/5/2022
AVISON YOUNG TENNESSEE INC							
Customer Email caroline.brennan@avisonyoung.cor	Date Submitted 12/16/2021	Question Text Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	Answer 10.00	Survey Type CallNumber	Reference SC1554367	<u>Comment</u> Daniel is the very best! We enjoy working with him!	<u>Like</u>
BELHAVEN UNIVERSITY							
C ustomer Email Ikimes@belhaven.edu	Date Submitted 12/13/2021	Question Text The service technician repaired the equipment to my satisfaction.	Answer 10,00	Survey Type CallNumber	Reference SC1545836	Comment Yes, it is allowing us to print envelopes for the time being.	Liked
BETHEL UNIVERSITY							
Customer Email lewiss@bethelu.edu	Date Submitted 12/15/2021	Question Text My equipment was repaired in a timely manner.	Answer 10.00	Survey Type CallNumber	Reference SC1553731	Comment David went above and beyond to repair our equipment. Many thanks to him and those who assisted him!	Liked
BLACK WARRIOR PRINTING							
Customer Email heightservices@aol.com	Date Submitted 12/08/2021	Question Text The service technician repaired the equipment to my satisfaction.	Answer 10.00	<u>Survey Type</u> CallNumber	Reference SC1549383	<u>Comment</u> They did a wonderful job.	Liked
CENTRAL WOODWORK OF NASH	VILLE						
Customer Email dlamb@cenwood.com	Date Submitted 12/03/2021	Question Text Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	<u>Answer</u> 10.00	<u>Survey Type</u> CallNumber	Reference SC1547671	<u>Comment</u> If I ever change jobs and my new employer is wanting to contract someone to manage/service our printers, I will definitely recommend RJ Young	Liked
CHAMPION FAMILY HEALTHCARE	DBA CHAMPION	HOME CARE AGENCY					
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
rcardwell@kestoncare.com	12/20/2021	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC1556559	Our technician is very appreciated by us.	
rcardwell@kestoncare.com	12/20/2021	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC1556559	Already have.	
CHATTOOGA COUNTY PROPERTY	ASSESSOR						
<u>Customer Email</u> nancy.chattoogatax@gmail.com	Date Submitted 12/20/2021	Question Text The customer care rep was friendly and attentive on the phone (if applicable).	<u>Answer</u> 10.00	<u>Survey Type</u> CallNumber	Reference SC1555564	Comment Jeff always does a great job.	Like
CITY OF CAVE SPRING							
Customer Email billingclerk@cityofcavespring.com	Date Submitted 12/22/2021	Question Text Would you like a RJ Young representative to contact you ?	Answer 2.00	<u>Survey Type</u> CallNumber	Reference SC1552046	<u>Comment</u> need to talk about readings on printers	Like
CUMBERLAND TERMINALS INC							

RJ Young 4001 Farr Road Bessemer, AL 35022



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DOCS GLASS SERVICE							
Customer Email SETH.DOCSGLASS@GMAIL.COM	Date Submitted 12/01/2021	Question Text The customer care rep was friendly and attentive on the phone (if applicable).	Answer 10.00	Survey Type CallNumber	Reference SC1545666	<u>Comment</u> Joe has been awesome to work with!	Liked
DUCK RIVER ELECTRIC							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	<u>Comment</u>	Liked
jgraves@dremc.com	12/17/2021	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC1554538	Joe Miller has worked on our equipment several times and always does a great job.	
FIRST ALLIANCE CHURCH							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
donna@lexfirstalliance.com	12/13/2021	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC1551786	Paul called ahead to let us know when hed be arriving and identified the problem within seconds!	
FORUM FLATS							
<u>Customer Email</u> forumflats@elmingtonpm.com	Date Submitted 12/28/2021	Question Text Placing a service request was easy and efficient.	Answer 10.00	Survey Type CallNumber	Reference SC1558474	Comment the best	Liked
forumflats@elmingtonpm.com	12/28/2021	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC1558474	Dewayne stayed around to make sure all of my documents were loading correctly. He is a great value to your company because of his personality and customer service.??	
forumflats@elmingtonpm.com	12/28/2021	My equipment was repaired in a timely manner.	10.00	CallNumber	SC1558474	The service tech called and let me know he was coming from a long distance, and	
JLB CONTRACTORS LLC							
Customer Email SBOULET@JLB-CO.COM	Date Submitted 12/05/2021	Question Text The customer care rep was friendly and attentive on the phone (if applicable).	Answer 10.00	Survey Type CallNumber	Reference SC1548762	Comment Larry is always been friendly and attentive.	Liked
SBOULET@JLB-CO.COM	12/05/2021	Placing a service request was easy and efficient.	10.00	CallNumber	SC1548762	easyclick of a button or two and done.	
SBOULET@JLB-CO.COM	12/05/2021	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC1548762	Larry went over and above to make sure that we could use the equipment even after finding out we had an issue with a bad switch he found another outlet we could plug into and use the plotter until our IT can get a new switch.	
SBOULET@JLB-CO.COM	12/05/2021	My equipment was repaired in a timely manner.	10.00	CallNumber	SC1548762	Larry called within 5 minutes of placing the service call and was here within 30I d say that was timely.	
SBOULET@JLB-CO.COM	12/05/2021	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC1548762	Larry has been our service tech for many years and wed recommend him to anyonenever disappoints.	
JOHN D GIDDENS PA							
Customer Email shannon@law-inc.com	Date Submitted 12/09/2021	Question Text My equipment was repaired in a timely manner.	<u>Answer</u> 10.00	Survey Type CallNumber	Reference SC1551017	<u>Comment</u> Very timely! I called and he was here within no time. I always appreciate the prompt attention.	Liked
JORDAN CARRIERS							
Customer Email chrish@jordancarriers.com	Date Submitted 12/08/2021	Question Text The service technician repaired the equipment to my satisfaction.	<u>Answer</u> 10.00	Survey Type CallNumber	Reference SC1548362	<u>Comment</u> the technician is always a joy to deal with. we appreciate his knowledge and way of listening. great guy	Liked

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Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
thevineyardofolivebranchmgr@heri	12/01/2021	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC1546403	Always super nice!	
JACK WITCHER ATTORNEY AT LA	W						
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
RMARMANN@JWITCHER.COM	12/03/2021	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC1547195	Great	
RMARMANN@JWITCHER.COM	12/03/2021	Placing a service request was easy and efficient.	10.00	CallNumber	SC1547195	Great	
RMARMANN@JWITCHER.COM	12/03/2021	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC1547195	Great.	
RMARMANN@JWITCHER.COM	12/03/2021	My equipment was repaired in a timely manner.	10.00	CallNumber	SC1547195	Great	
RMARMANN@JWITCHER.COM	12/03/2021	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC1547195	I have and one is using you now.	
RMARMANN@JWITCHER.COM	12/03/2021	Would you like a RJ Young representative to contact you ?	1.00	CallNumber	SC1547195	RJ Young is excellent.	
JACKSON REVIVAL CENTER CHU	RCH						
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
jeff.taylor@jacksonrevivalcenter.org	12/07/2021	Placing a service request	8.00	CallNumber	SC1547425	The website is a little difficult to navigate	

was easy and efficient.

The website is a little difficult to navigate and it took me a minute to get to where I needed to be in order to submit the service request.



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Appendix B – Reporting



Alabama Community Colleges Quarterly Usage Report

Contract # ACCS2022 First Quarter

Alabama Community College #1 Name:	Assets Asset 1: Ricch MPC 3504 Asset 2: Ricch MP 3055 Asset 3: Lex M3250	Purchase	Lease	Year to Date \$XXXX.XX \$XXXX.XX \$XXXX.XX
Alabama Community College <mark>#2</mark> Name:	Asset 1: Ricoh MPC 3504 Asset 2: Ricoh MPC 4504 Asset 3: Ricoh MPC 307	<u>Purchase</u>	<u>Lezse</u>	Year to Date \$XXXX.XX \$XXXX.XX \$XXXX.XX
Alabama Community College <mark>#3</mark> Name:	Asset 1: HP E7760 Asset 2: HP E7760 Asset 3: Whiteloard	Purchase	Lease	Year to Date \$XXXX.XX \$XXXX.XX \$XXXX.XX \$XXXX.XX
Alabama Community College #4 Name:	Asset 1: Lex M6255 Asset 2: Lex M3250 Asset 3: Lex XM3250	Purchase	Lease	Year to Date \$XXXX.XX \$XXXX.XX \$XXXX.XX

Second Quarter

Alabama Community College <mark>#1</mark> Name :	Asset 1: Ricch MPC 3504 Asset 2: Ricch MP 3055	<u>Purchase</u>	Lease	Year to Date \$XXXX.XX \$XXXX.XX
Alabama Community College <mark>#2</mark>	Asset 3: Lex M3250 Asset 1: Ricoh MPC 3504 Asset 2: Ricoh MPC 4504	Purchase	Lease	\$XXXX.XX Year to Date \$XXXX.XX \$XXXX.XX
Name: Alabama Community College <mark>#3</mark>	Asset 3: Ricoh MPC 307 Asset 1: HP E7760 Asset 2: HP E7760	Purchase	Lease	SXXXXXXX Year to Date SXXXXXXXX SXXXXXXXX
Name: Alabama Community College <mark>#4</mark>	Asset 1: Lex M5255	<u>Purchase</u>	Lease	\$XXXX.XX Year to Date \$XXXX.XX
Name:	Asset 2: Lex M3250 Asset 3: Lex XM3250			\$XXXX,XX \$XXXX,XX

