



# Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement

Manufacturer Supplied Technology Equipment with Peripherals,  
Software, Networking, Equipment, Maintenance and  
Professional Support Services Bid.

Digital Copy

Bid Due Date:

Friday, February 11<sup>th</sup>, 2022 at 4:00 PM CST

Certificate of Responsibility: 48602



Tab A

February 11, 2022

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

**Subject: ACCS-2022-01 - Manufacturer Supplied Technology Equipment with Peripherals, Software, Networking, Equipment, Maintenance and Professional Support Services Bid.**

Dear ACCS Joint Purchasing Agreement Members:

Thank you for allowing Synergetics DCS, Inc. to respond to the bid for the Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement. Synergetics has been in business for 29 years, focusing on educational institutions. We offer turnkey solutions designed to best fit each school or university.

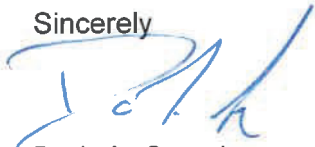
I, Darin LaCoursiere, am the President and Chief Executive Officer and I am able to contractually obligate Synergetics DCS, Inc. and am authorized to negotiate on behalf of the organization.

If you require any clarification to the RFB, you may contact Jamie Novetsky, our Sales Manager via office at 662.461.0148, cell at 662.617.0803 or email [jnovetsky@synergeticsdcs.com](mailto:jnovetsky@synergeticsdcs.com). You may also contact Kat Eddy at office 662.461.019, cell 402.916.0957 or email [keddy@synergeticsdcs.com](mailto:keddy@synergeticsdcs.com).

Synergetics acknowledges acceptance of the Conditions Governing the Procurement. We acknowledge the receipt of all of the amendments and the questions and answers to this RFB.

Please let us know if there is anything else we may do for you.

Sincerely



Darin LaCoursiere  
President and CEO  
Endeavor Communications  
Direct Phone: 765.795.9210  
[darinl@weendeavor.com](mailto:darinl@weendeavor.com)



Tab B

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](mailto:jpa-notification@accs.edu)

Vendor Name: Synergetics DCS, Inc. Date: 02/11/2022

Website Address: http://accs.syndcs.com

	<b>Name(s)</b>	<b>Phone Number(s)</b>	<b>E-Mail Address(s)</b>
Primary Contract Executive(s)	Darin LaCoursiere Brandon Kim	(765) 795-9210 (662) 461-0143	<a href="mailto:darinl@weendeavor.com">darinl@weendeavor.com</a> <a href="mailto:bkim@synergeticsdcs.com">bkim@synergeticsdcs.com</a>
Senior Account/Sales Manager(s) (by region if necessary)	Christy Cater - North Austin Palmer - South Jamie Novetsky	(256) 819-5999 (205) 612-3163 (662) 461-0148	<a href="mailto:ccater@synergeticsdcs.com">ccater@synergeticsdcs.com</a> <a href="mailto:apalmer@synergeticsdcs.com">apalmer@synergeticsdcs.com</a> <a href="mailto:jnovetsky@synergeticsdcs.com">jnovetsky@synergeticsdcs.com</a>
Account/Sales Manager(s) (by region if necessary)	Jessica Keel Alyssa Myers Kat Eddy	(662) 461-0113 (662) 461-0111 (662) 461-0109	<a href="mailto:jkeel@synergeticsdcs.com">jkeel@synergeticsdcs.com</a> <a href="mailto:amyers@synergeticsdcs.com">amyers@synergeticsdcs.com</a> <a href="mailto:keddy@synergeticsdcs.com">keddy@synergeticsdcs.com</a>
Technical Support	Michael Duvall Kristi Jennings Farrel Honea	(877) 825-6602 (662) 461-0118 (662) 461-0117 (662) 461-0135	<a href="mailto:service@synergeticsdcs.com">service@synergeticsdcs.com</a> <a href="mailto:mduvall@synergeticsdcs.com">mduvall@synergeticsdcs.com</a> <a href="mailto:kjennings@synergeticsdcs.com">kjennings@synergeticsdcs.com</a> <a href="mailto:fhonea@synergeticsdcs.com">fhonea@synergeticsdcs.com</a>



Tab C

**BID INFORMATION INDEX**

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

	<b>Document Name</b>	<b>Page Number(s)</b>
Product and Services Delivery Overview	Response to Specifications	12-13
Geographic Coverage	Response to Specifications	13
Availability of Technical Support	Response to Specifications	13
Problem Resolution	Response to Specifications	14
Customer Satisfaction	Response to Specifications	15
Value Added Services	Response to Specifications	16-19
Reporting	Response to Specifications Attachment 2	19 62
Electronic Commerce	Response to Specifications	19
Breadth of Offering	Response to Specifications	20-24
Primary Account Representative	Response to Specifications	25
References	Attachment 3	63
Pricing Level and Guarantee	Response to Specifications	25-29



Tab E



## GENERAL REQUIREMENTS AND SPECIFICATIONS

### 3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

**Synergetics accepts the Conditions Governing the Procurement section in the letter of transmittal. Synergetics is systems integrator / reseller and does not manufacture hardware products. Please see Tab 6, Attachment 1 for Synergetics DCS, Inc.'s ISO 9001:2015 Affiliate Relationship and for Manufacturer ISO 9001 Certifications for products offered for resell.**

### 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.

**Acknowledged and Agreed.**

### 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).

**Acknowledged and Agreed.**

### 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.

**In general, Synergetics performs all work and therefore does not utilize subcontractors. In the event subcontractors are used, those subcontractors will not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.**

### 3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

**Acknowledged and will comply in the event Synergetics needs to amend its bid.**

### 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.

**Acknowledged and will comply in the event Synergetics needs to withdraw its bid.**

### 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.

**Acknowledged and Agreed.**

### 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.

**Acknowledged and Agreed.**

### 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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed. Synergetics' ESS website may be found at <http://accs.syndcs.com>. Synergetics will keep the schedule current and correct and will reflect any changes in technology as they occur.**

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.

**Acknowledged and Agreed. Synergetics will pass on any price reductions to procuring entities under the terms and conditions of the contract.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

3.20 Insurance

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

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

Automobile Liability	\$2,000,000 each accident – combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker’s compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker’s Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

**Acknowledged and Agreed. A copy of this insurance policy may be found on the following page.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2022

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).

<b>PRODUCER</b> UNITEL 1128 Lincoln Mall Suite 200 Lincoln NE 68508	<b>CONTACT NAME:</b> Tracy Alexander <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>E-MAIL ADDRESS:</b> tabbott@unitelinsurance.com	<b>FAX (A/C, No):</b> (402) 434-7272
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Clay County RTC, Inc., DBA: Endeavor Communications 2 South West Street Cloverdale IN 46120	<b>INSURER A:</b> National Farmers Union P & C NAIC # 16217	
	<b>INSURER B:</b> Accident Fund Insurance Co. NAIC # 10166	
	<b>INSURER C:</b> Cincinnati Insurance Co. NAIC # 10677	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22/23 ALL LINES


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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RUI0000160	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ Unlimited
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RUI0000160	01/01/2022	01/01/2023	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1CB9664285	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WCV6226886-0	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 500,000
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Excess Umbrella			EXS0639813	01/01/2022	01/01/2023	Limit	3,000,000
							Aggregate	3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Alabama Community College System 135 South Union Street 3rd Floor Montgomery AL 36130-2130	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 
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### 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.

**Acknowledged and Agreed. Synergetics will offer only new, never previously used products under this JPA. All products warranties are per the terms of the manufacturers' standard warranty terms and conditions. All products are supplied in the manufacturers' packaging, including all cabling and connectors as defined in the manufacturers' specifications for each product.**

## **SPECIFICATIONS**

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

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

### 3.22 Product and Services Delivery Overview

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

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.



## Synergetics DCS, Inc.

Synergetics was founded in 1992 as an Information Systems Consulting Company in Starkville, MS. Synergetics provides service to educational, governmental, and commercial clients throughout the Southeastern United States. Synergetics has a 29 year history serving Educational Clients in this geography. Synergetics is focused on establishing long term, mutually beneficial relationships with clients that are based on exceptional customer service.

## Products and Services

Synergetics offers a vast array of technology equipment, software and services that allow clients to procure complete solutions in a turnkey manner from a single vendor. Synergetics provides thousands of quality products from the industry leading manufacturers including Cisco, Dell, Microsoft, Extreme, Brocade, Aruba, HP, Lenovo, Lightspeed, ShoreTel, Promethean, and SMART Technologies – just to name a few. A more complete listing of product offerings under this JPA can be found in Section 3.25.

Synergetics operates a 103,000 sq. ft. office & distribution facility in Starkville, MS. Product orders are fulfilled from Synergetics' distribution center and/or directly from manufacturers' or distributors' distribution centers. Fulfillment can be completed quickly under this JPA due to the close proximity of these facilities to AL customers.

### **Product/Service Profile:**

- **Sales – All major brands of hardware and software with a vendor-neutral policy.**
- **Network Solutions – Assessments, design, installation, maintenance and remote monitoring of your network.**
- **Network Maintenance Agreements – Additional discounts for annual contracts for ongoing Network Maintenance and/or Technical Services.**
- **Structured Cabling – Design, certification and installation of structured cabling including Cat3, 5e, 6, and 7 copper & fiber optic cabling. Services include trenching and boring, as well as aerial installation.**
- **VOIP, Paging, and Intercom Solutions – Industry leading VOIP solutions including integration with existing systems and paging/intercom solutions.**
- **Repair & Maintenance – Service and repair on all types of IT Equipment.**
- **CCTV Surveillance, Access Control, and Emergency Notification Systems – Design, installation and support of surveillance and emergency notification systems.**

- **Training and Professional Development** – Customized training based on your technology needs, including onsite courses, Technology Facilitation, and embedded Technology Coaches.
- **Managed Services** – Synergetics can provide virtually all of our product/service offerings as a Managed Service, including complete networks, VIOP, and WiFi solutions.

Synergetics provides services utilizing its highly trained and certified technical staff located throughout the Southeastern and Midwest United States. Synergetics has approximately forty highly skilled technical staff located in this service area that provide both on premise and remote service & support to customers on a daily basis. The map provided below provides a more detailed overview of Synergetics’ technical and other staff members. As indicated by the map, Synergetics has ample technical staff to service the geography of this JPA.



Starkville, Mississippi—8 Sales, 6 Admin/Management, 34 Technical  
 Jackson, Mississippi—1 Sales, 2 Technical  
 Cloverdale, Indiana—2 Sales, 2 Technical  
 Birmingham, Alabama—1 Sales  
 Tuscaloosa, Alabama—4 Technical  
 Montgomery, Alabama—1 Sales

## **Problem Resolution**

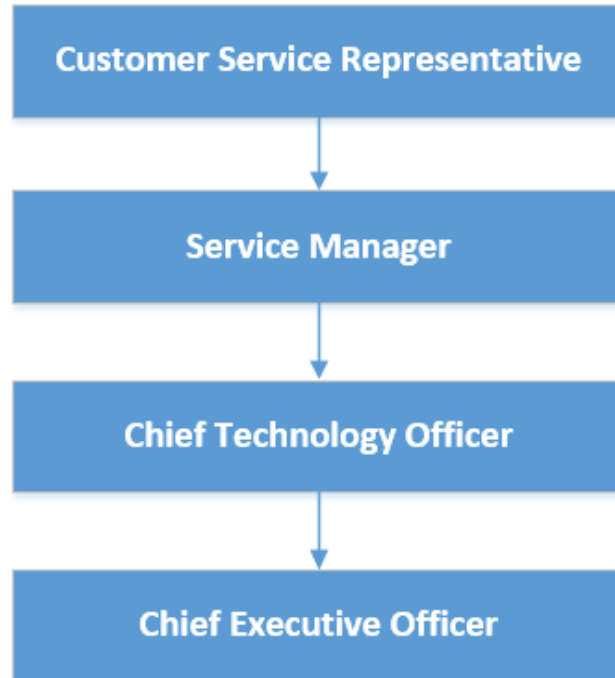
Any customer problems or complaints are managed by Synergetics' Customer Service Department. Synergetics' Customer Service Department utilizes an electronic help desk, allowing service calls to be electronically entered and prioritized for levels of urgency. This ensures that customer problems or complaints are resolved in a timely manner and that there is a historical record of any issues experienced.

The customer service department operates from 8 a.m. to 5 p.m., Monday – Friday. During normal hours of operation, the contact for the desk is (877) 825-6602 or via email at [service@synergeticsdcs.com](mailto:service@synergeticsdcs.com). Contact for service support after normal business hours is through Michael Duvall, Service Manager at (662) 312-4829 or Brandon Kim, Executive Vice President at (662) 338-6633.

Support requests go to assigned customer service representatives to determine service needs and dispatch the appropriate technical support staff. Once a request is received from an authorized customer point of contact, a return call from the service department will be received within 2 hours (if not immediately answered). The request will then be entered into the Service Management System and the appropriate technician will be assigned to the request. The technician will either provide support remotely or on-site as required to resolve the issue. If remote assistance is applicable the customer will receive this support within 2 hours of the service call. If on-site service is required, the customer will receive service within 6 hours for identified critical requests, and within 24 hours for non-critical requests. Customer will also receive the cell phone numbers for all assigned staff to the project for their convenience.

Once the technician reports the issue has been resolved, the customer point of contact will receive a follow-up phone call from the service department to ensure the customer is satisfied with the resolution. Once the customer confirms that the problem has been resolved the service request call will then be closed in the Service Management System.

Escalation is achieved using the following hierarchy:



Synergetics has a system of internal controls in place to guarantee high levels of quality customer service. Quality surveys are completed each month from randomly selected projects and contract reviews keep Synergetics focused on changing customer needs.

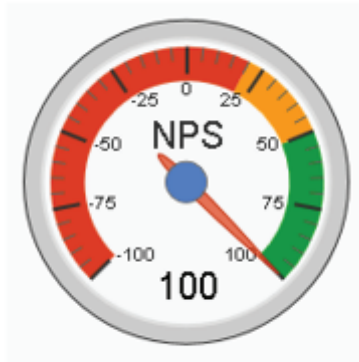
### Customer Satisfaction

Exceptional Customer Service is the DNA of Synergetics. Synergetics and its manufacturer partners conduct routine Customer Satisfaction Surveys and Outreach to ensure that we are meeting our high standards for service and reliability.

As mentioned above, Synergetics conducts monthly quality surveys. Each month, Synergetics surveys the three largest projects completed as well as three other completed projects that are randomly selected. In customer surveys conducted by Synergetics from 2002 to present, Synergetics has a 93% overall customer satisfaction rating.

Mitel is Synergetics partner that conducts independent quality surveys of Synergetics' customer service as it relates to our mutual customers. Synergetics has a 100% Net Promoter Score (100% Customer Satisfaction) for 2020 and a 95% Customer Satisfaction rating since becoming a ShoreTel partner.

## Customer Experience



Net Promoter Score 100

These surveys are administered directly by ShoreTel with the customer. Synergetics receives a copy of the survey results, but has no involvement in the surveys. The surveys include a free form in which Synergetics customers can provide written feedback. A sampling of such feedback is provided below:

- Attentive to detail
- Response time and knowledge is excellent
- Easy to work with, always does a great job, always quick
- Their customer service is 'EXCEPTIONAL'!
- Fantastic job our cabling crew was doing... Everyone has been so impressed and they do not have any concerns about this job at all.
- Thank you for working so hard to support their district personnel and their technology tools. You have done an outstanding job this year, and your work is definitely noticed across the district!
- Great technical expertise and very attentive
- Service and technical knowledge

Numerous other partners conduct surveys on Synergetics as well. We have provided only a small sampling here. In all results, Synergetics ranks in the highest percentile on customer satisfaction, as we are truly committed to customer service and the success of our customers.

Our customers have many options when it comes to selecting technology equipment and service providers, so we believe the strongest indicator of customer satisfaction is repeat business. 90% of our customers make a subsequent purchase of equipment or services within three years of their initial purchase, and 94% purchase again from us within five years.

### Value Added Services

**Synergetics is a service company and as a result offers a myriad of value added services to ACCS JPA customers. All of Synergetics' value added services are available anywhere in the State of Alabama. Many of our value added services were described in the Products and Services paragraphs above. In the paragraphs that follow, we will further describe a number of Synergetics value added services for ACCS JPA customers.**

#### **Installation/Configuration:**

**Synergetics has professional, industry-certified installers, technicians, and engineers that can provide design, installation, configuration, support and training for all of the products that Synergetics sells. Synergetics' technical staff have completed thousands of turnkey deployments over its 29 year history.**

#### **Flexible Service Delivery:**

**Synergetics also offers ongoing service options to assist universities and colleges with network maintenance and technical support. This ongoing service can be purchased using flexible service offerings such as hourly rates, blocks of time or service contracts.**

**Hourly Rate: Best for one-time service calls, small projects, or when service volumes are not enough to merit utilization of a block time or service contract.**

**Block of Time: Utilized when maintenance extends beyond small projects or one-time service calls but does not require a 12 month service contract. A block of time establishes a more formal relationship with Synergetics. Service is provided as requested by the customer. The blocks of time are prepaid service hours that expire six months from date of purchase and include discounts over hourly rates.**

**Service Contract: You not only achieve the greatest cost savings when utilizing a maintenance service contract, but you also establish the strongest relationship with a Synergetics technician. Our technical staff works at your location to provide you with proactive maintenance of your computer or network to help you avoid costly downtime due to breakdowns. Service follows a routine schedule set by the customer.**

#### **Training:**

**Synergetics provides full service professional development for educational technology needs. These services can be provided through Full and Half Day Training Classroom Based Courses. These courses are conducted on site and can be customized to meet your school and technology resource needs. Courses include:**

- **Interactive Whiteboard Training (SMART/Promethean/Many Others)**
- **Google Apps for Education**

- iPad and Tablet Training
- Microsoft Office Training
- Curriculum Integration Training
- And many, many more

Embedded Technology Facilitators and Educational Coaches are also provided by Synergetics. In addition, Synergetics' Engineers can instruct technology staff on configuration, management and maintenance of intricate IT systems.

#### **Project Management:**

For large or complex projects, Synergetics can provide project management services to ensure a complete and thorough execution of desired results. Our project management team is involved from the initiation of the project until the project completion. Once the contract is signed, or a purchase order is received, a specific project manager will be assigned to the project. The responsibilities of the project manager are as follows:

- **Communication**
  - The project manager will regularly create status reports for the project. Generally, the status reports are provided weekly or every other week. The frequency of the report varies depending on the complexity, duration and size of the project and will be confirmed at the project kick-off meeting.
- **Project Scope and Timeline**
  - The project manager will be responsible for adhering to or changing the scope of work. All deviations (change orders) will be approved in advance by the customer and tracked by the project manager. He or she will also create and maintain the timeline for completion of tasks and subtasks.
- **Project Execution and Control**
  - The project manager work closely with all resources to determine that work is completed as scheduled. He or she will also be responsible for ensuring that the project meets the standards and specifications required of the tasks. Any concerns with project quality or execution should be directed to the project manager.
- **Project Completion**
  - The project manager will coordinate all of the deliverables to the customer, including quality test results and certifications, cabling and network diagrams and relevant warranty documents that are provided to the customer.
- **Project Close Out**
  - At the end of the project, the project manager will meet with the customer at a close out meeting to confirm that all work has been completed.

**Overall, Synergetics is well positioned to provide products and value added services through this ACCS JPA.**

*All locations in Alabama may be provided any of our value added 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 JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

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

**Acknowledged and Agreed. Synergetics will submit reports to the administrator with the quarters coinciding with the calendar year. Reports may be mailed or emailed depending on administrator preference. A sample report may be found in Tab 6, Attachment 2 – Sample Quarterly Report.**

### 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.

**Acknowledged and Agreed. Synergetics has provided an Internet website that contains the complete ESS, as well as product specifications and options. It may be accessed by navigating to <http://accs.syndcs.com>. This one link contains access to Synergetics' entire ESS for this JPA.**



### 3.25 Breadth of Offering

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

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

**Acknowledged and Agreed. Synergetics provides all of the devices and technology listed above, along with others not listed. Our proposal contains all of the products that Synergetics sells.**

Some of the brands offered through this ACCS JPA include:

<b>Absolute</b>	<b>Acer</b>	<b>Adobe</b>
<b>Alertus</b>	<b>Algo</b>	<b>AND</b>
<b>APC</b>	<b>Appliansys</b>	<b>Arecont</b>
<b>Asus</b>	<b>Audio Enhancement</b>	<b>AVTech</b>
<b>Axis</b>	<b>Balance Box</b>	<b>Barracuda</b>
<b>Belden</b>	<b>Belkin</b>	<b>Bogen</b>
<b>Bosch Door Hardware</b>	<b>Bretford</b>	<b>Brightmetrics</b>
<b>Brother</b>	<b>C2G</b>	<b>Camden</b>
<b>Canon</b>	<b>Centegix</b>	<b>Chief</b>
<b>Cisco/Meraki</b>	<b>CyberPower</b>	<b>Daktech</b>
<b>Da-Lite</b>	<b>DBX</b>	<b>Dell</b>
<b>Elmo</b>	<b>Engenius</b>	<b>Epson</b>
<b>Ergotron</b>	<b>ESET</b>	<b>Extreme</b>
<b>Faxcore</b>	<b>Feenics</b>	<b>FILEWAVE</b>
<b>Fortinet</b>	<b>Gigtel</b>	<b>Google</b>
<b>Grandstream</b>	<b>Graybar</b>	<b>Halo</b>
<b>Hanchett Entry Systems</b>	<b>Honeywell</b>	<b>HP Inc.</b>
<b>HPE/Aruba</b>	<b>Hubbell</b>	<b>InFocus</b>
<b>Intel</b>	<b>Kanto</b>	<b>Lenovo</b>
<b>Lexmark</b>	<b>Liebert</b>	<b>Lifesafety Power</b>
<b>Lifesize</b>	<b>Lightspeed Systems</b>	<b>Lightspeed Technologies</b>
<b>Lock N Charge</b>	<b>Logitech</b>	<b>Luxor</b>
<b>Malwarebytes</b>	<b>Microsoft</b>	<b>Mitel</b>
<b>Multi-Tech Systems</b>	<b>Nutanix</b>	<b>OFM</b>
<b>Openeye</b>	<b>Peerless</b>	<b>Poly</b>
<b>Promethean</b>	<b>QOMO</b>	<b>Ruckus</b>
<b>Samsung</b>	<b>Sharp</b>	<b>Shure</b>
<b>SMART</b>	<b>Spectrum</b>	<b>SynApps</b>
<b>Tannoy</b>	<b>Toshiba</b>	<b>Tripp-Lite</b>
<b>Ubiquiti</b>	<b>Unitrends</b>	<b>US Markerboard</b>
<b>Vaddio</b>	<b>Valcom</b>	<b>Verkada</b>
<b>ViewSonic</b>	<b>Vivitek</b>	<b>Vizio</b>
<b>WatchGuard</b>	<b>Yealink</b>	

A full list of manufacturers and products available can be found at <http://accs.syndcs.com>.

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

**Synergetics acknowledges and agrees. We provide all of the technology above in the categories from multiple manufacturers. Please visit our website at <http://accs.syndcs.com> for the complete ESS offered for this JPA.**

The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the breadth of the product line flexibility and performance.

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

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

**Synergetics acknowledges and agrees. We provide operating systems for all of the technology above in the categories from multiple manufacturers. Please visit our website at <http://accs.syndcs.com> for a full list of all the operating systems available for each product line.**

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

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

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

**Synergetics acknowledges and agrees. Synergetics provides general-purpose software for all of the devices listed above. Please visit our website at <http://accs.syndcs.com> for a full list of software available.**

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

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

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

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

**Acknowledged and Agreed. Synergetics offer a full range of technology integrations services. Below is a sampling of the specific services we can provide.**

- **Client Computers – Synergetics can craft a full scope solution to meet your user device needs. Synergetics can configure, install, image, troubleshoot on site or remotely, migrate data, upgrade components, connect to the network, and provide any other device support needed.**

- **Servers – Synergetics employees have experience working with Windows, Linux and Novell. Synergetics holds certifications through HP, Microsoft, CompTIA, Dell and Novell specifically for server support.**
- **Printers – Synergetics can install and configure, as well as service.**
- **Monitors – Synergetics can provide installation and support.**
- **Storage – Synergetics can install and configure storage units from individual computer backups to Storage Area Networks.**
- **Networking Equipment – Synergetics can install and configure all brands of networking equipment. Our Network Engineers have certifications through Aruba, Brocade, Cisco, Extreme, HP, Xirrus, and many others.**
- **Video Conferencing Equipment – Synergetics provides installation, configuration, troubleshooting and training for these devices.**
- **Multimedia Hardware – Synergetics technicians are certified installers through SMART and Promethean. Synergetics is an authorized warranty service provider for both.**
- **VOIP/Unified Communications Solutions – Synergetics can install, configure and route telecommunications equipment. Synergetics specializes in Mitel and Gigtel, but also has experience with Cisco, Avaya and Nortel systems.**
- **Closed Circuit Television (CCTV) and Building Access Control – Synergetics can install, configure and implement a CCTV system and Building Access Control Systems from the camera to the cabling to the card readers and door locks to the back up and storage both premise and cloud based.**
- **Training – Synergetics provides both technical and user based training for all of the above categories. Our trainings are custom designed to best suit your needs. Synergetics can do formal full day, half day or shorter trainings; one-on-one individual user trainings with our technical staff are also available.**
- **Structured Cabling – Synergetics offers a full range of structured cabling services. Synergetics has an entire department dedicated to low voltage cabling, including a full time RCDD on staff to assist with cabling and closet design. We have certifications for both fiber and copper cabling through BICSI, along with licensed electrical staff.**
- **General Service and Support – Synergetics provides industry-certified technical assistance customized to fit your needs through one of our service options: hourly rate, block of time, or service contract.**
- **Managed Services – Any of Synergetics' product offerings can be provided as a managed service.**

**Please visit our website at <http://accs.syndcs.com> for the complete ESS offered for this JPA.**

### 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.

#### **Acknowledged and Agreed.**

**Darin LaCoursiere, CEO/President, Cloverdale, IN**

**Brandon Kim, Executive Vice President, Starkville, MS**

### 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.

#### **Acknowledged and Agreed. Please see Tab 6, Attachment 3 for References.**

### 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.

**Synergetics has provided baseline pricing in the form of MSRP that may be found at <http://accs.syndcs.com>. Baseline pricing is either a published Manufacturer MSRP price list OR a link to the Manufacturer's web site which contains the current MSRP for all products. ACCS JPA price is defined as a specified percentage discount off the MSRP provided in Synergetics' ESS. If categorical percentages apply, then product categories have been specified in the ESS as well as in the summary table provided below. Synergetics has provided a Firm Price. The initial quoted discount levels will remain constant throughout the term of this agreement, subject only to additional discounts as available.**

### 3.32 Title Passage

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

#### **Acknowledged and Agreed.**

### 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.

#### **Acknowledged and Agreed.**

### 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

#### **Acknowledged and Agreed.**

### 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.

**Acknowledged and Agreed.**

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).

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**



### 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.

**Acknowledged and Agreed. All promotional prices, educational discounts, general price reductions, quantity discounts, and any other discounts available will be passed on to JPA customers immediately. Synergetics ESS will be maintained and will reflect all discounts available to customers. Any special pricing discounts offered by Synergetics after the award of bid will remain in effect for a minimum of 30 days.**

### 3.39 Technical Support

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

**Acknowledged and Agreed. The Technical Support Telephone Number is (877) 825-6602.**

### 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.

**Acknowledged and Agreed.**

### 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.

**Acknowledged and Agreed.**

### 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.

**Acknowledged and Agreed.**

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).

**Acknowledged and Agreed. In general, Synergetics performs all work and therefore does not utilize subcontractors. In the event subcontractors are used, Synergetics shall remain solely responsible for the performance of this agreement. In the event subcontractors are proposed, Synergetics will notify both ACCS and ACCS members in advance and obtain prior approval.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

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.

**Acknowledged and Agreed.**

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

**Acknowledged and Agreed.**

#### 3.48 FCC Certification

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

**Acknowledged and Agreed.**

#### 3.49 Site Preparation

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

**Acknowledged and Agreed.**

#### 3.50 Assignment

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

**Acknowledged and Agreed.**

#### 3.51 Survival

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

**Acknowledged and Agreed.**

#### 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.

**Acknowledged and Agreed.**

#### 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.

**Acknowledged and Agreed. The Vendor Disclosure Statement may be found in Tab 6, Attachment 4 – Alabama Vendor Disclosure Statement. Synergetics' E-Verify MOU and Beason-Hammon Compliance Form may be found in Tab 6, Attachment 5.**



Tab F



# Attachment 1



# Attachment 2



**SYNERGETICS DCS, INC.**  
**Quarterly Report**  
**July 2021 through September 2021**

<b>Customer Name</b>	<b>Purchase Order Date</b>	<b>Purchase Order Number</b>	<b>Purchase Summary</b>	<b>Total</b>
Community College A	7/31/2021	154803	4 Smartboard SBM680 Installs	\$8,800.00
University B	7/20/2021	76328	2 Promethean Boards and Speakers	\$2,826.00
Community College C	7/14/2021	6061	SMART 87" Board 685	\$8,451.00
Community College D	7/28/2021	27204	Dell Optiplex 7020 and Monitor	\$995.00
University E	7/30/2021	108006	55 Dell PCs and Monitors	\$51,315.00
Community College F	7/31/2021	42691	7 Dell Optiplex 7020	\$4,550.00
Community College G	9/24/2021	26970	Qty 1 Promethean ActivPanel Touch2 70"	\$4,595.00
University H	9/24/2021	26983	Qty 1 Promethean ActivPanel Touch2 70"	\$4,595.00
Community College I	9/25/2021	27916	Qty 14 Dell OptiPlex 3020 Small Form Factor	\$9,002.00
University J	9/25/2021	01201842-00	Promethean 578 ProActivBoard with Mount System and DLP short throw projector	\$3,100.00
University K	9/29/2021	35724	Qty 2 Promethean 6Touch Range 78" Board with speakers and install	\$6,508.00
Community College L	9/30/2021	99882	Qty 2 EPSON BrightLink 595Wi Projectors with Install	\$4,448.00
Community College M	9/30/2021	108190	SMART SBM680iX3 Board with speakers, document camera and install	\$4,505.00
			<b>Grand Total</b>	<b>\$113,690.00</b>



# Attachment 3



### Attachment 3 - References

1. **Bevill State Community College, 1411 Indiana Ave, Jasper, AL 35501**  
**Lisa Stephens, Director of Information Technology and Telecommunications**  
**800-648-3271 x5446; [lisa.stephens@bscc.edu](mailto:lisa.stephens@bscc.edu)**

Installed OpenEye camera solution on all 3 campuses. Configured and implemented classroom audio visual solutions as customer needed, included interactive panels, large venue projectors, and televisions. Currently implementing a fiber optic upgrade solution for all campus locations. Deployment includes training of all technical administration and end users.

2. **Eufaula City School District, 333 State Docks Road, Eufaula, AL 36027**  
**James Bailey, Instructional Technology and Innovation Coordinator**  
**334-387-1100; [james.bailey@ecksk12.org](mailto:james.bailey@ecksk12.org)**

Designed and implemented network switch infrastructure for all school campus locations. Implemented wireless network at all locations with focus on coverage and density for all classrooms, offices, and common areas. Configured Network Access and Identity Management for network administration of all end user devices. Designed and implemented Interactive Panel solution for all classrooms at all school campus locations. Provide managed services for the technical support of all networking solutions in the district.

3. **Southwest Mississippi Community College, Information Technology Department**  
**Reggie Matthews, Director of Information Technology**  
**601-276-3831; [rmatthews@smcc.edu](mailto:rmatthews@smcc.edu)**

Sales and installation of interactive solutions for classrooms along with training for professional staff. Sales and support for WatchGuard Security Appliance with anti-malware, DNS filtering, intrusion prevention service, application control, gateway antivirus and spamBlocker.

4. **Cullman City School District, 301 First Street NE, Cullman, AL 35055**  
**Michael Fowlkes, District Technology Coordinator**  
**256-734-2233; [mfowlkes@cullmancats.net](mailto:mfowlkes@cullmancats.net)**

Sales and installation of over 120 Interactive Panels throughout the district. Professional development for teachers utilizing technology resources. Designed and implemented cabling restructure for several of the school campus locations to meet the Alabama WIRED Act standards for connectivity



- 5. Walker County School District, 1710 Alabama Ave, Jasper, AL 35501**  
**Alan Taylor, Information Technology Director**  
**205-387-0555; [taylora@wcslive.com](mailto:taylora@wcslive.com)**

Sales and installation of various devices to include pcs, tablets, laptops and Chromebooks. Sell, implement and train on various classroom products such as Interactive Panels and software. Installed and configured all network switches and wireless. Updated cabling and fiber. Designed and implemented a VoIP system for all district campus locations. Provided job-embedded training for the teachers for use of technology and resources in the classroom.

- 6. Mississippi State University, Information Technology Department**  
**David Mixon, Manager of Hardware Support**  
**662-325-0631; [dmixon@its.msstate.edu](mailto:dmixon@its.msstate.edu)**

Installed Telecommunications cabling to augment building renovations on multiple sites / buildings over multiple years. Included closet design and layout, rack installation, cable pathway (tray and conduit) installation, fiber connectivity between and within buildings, and copper cabling installation including wall drops, floor boxes, ceiling locations and installation in office furniture and cubicles.