



Alabama Community College System & Alabama Higher Education

Joint Purchasing Agreement

Request for Bid

Bid #: ACCS-2022-01
Submitted by:





LETTER OF TRANSMITTAL

Friday, February 11th, 2022

Subject: The Alabama Community College
System Bid#: ACCS-2022-01

This letter is to transmit that The Solutions Team, Inc. is officially submitting a response to the Request for Bid ACCS-2022-01 due on Friday, February 11th, 2022, at 4:00PM CST. Todd Gooden (CEO) is authorized to make contractual obligations for The Solutions Team, Inc. He will also serve as the senior account manager and may be reached at 601-672-0330 for any clarifications to this response. The Solutions Team accepts the Conditions Governing the Procurement unless otherwise explicitly noted in the response to this RFB. Todd Gooden, on behalf of The Solutions Team, has received any, and all amendments to the RFB.

Regards,

A handwritten signature in blue ink, appearing to read 'Todd Gooden', is written over a light blue horizontal line.

Todd Gooden
Chief Executive Officer



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: **The Solutions Team, Inc.** Last Updated: February 11th, 2022.

JPA Website Address: <https://mysolutionsteam.com>

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Sean Hargrove	601-933-1118 Ext 222	shargrove@mysolutionsteam.com
Sr. Account/Sales Manager(s) (By region if necessary)	Todd Gooden	601-933-1118 Ext 201	tgooden@mysolutionsteam.com
Account/Sales Manager(s) (by region if necessary)	Sean Hargrove	601-933-1118 Ext 222	shargrove@mysolutionsteam.com
Technical Support	Shane Fowler	601-933-1118 Ext 203	sfowler@mysolutionsteam.com

BID INFORMATION INDEX

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

	Document Name	Page Number(s)
Product and Services Delivery Overview	Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement	8
Geographic Coverage	Same	18
Availability of Technical Support	Same	9
Problem Resolution	Same	9
Customer Satisfaction	Same	9
Value Added Services	Same	10
Reporting	Same	10
Electronic Commerce	Same	10
Breadth of Offering	Same	10
Primary Account Representative	Same	11
References	Same	11
Pricing Level and Guarantee	Same	12



Table of Contents

LETTER OF TRANSMITTAL2
Evaluation Submission Form3
Vendor Contact Information3
BID INFORMATION INDEX3
GENERAL REQUIREMENTS AND SPECIFICATION5
3.1 Acceptance of Conditions Governing the Procurement.....5
3.2 Incurring Cost.....5
3.3 Vendor Responsibility5
3.4 Serving Sub-Contractors.....5
3.5 Amended Bids.....5
3.6 Vendors’ Rights to Withdraw Bid.....5
3.7 Bid Offer Firm.....5
3.8 Disclosure of Bid Contents5
3.9 No Obligation6
3.10 Legal Review6
3.11 Governing Law.....6
3.12 Basis for Bid.....6
3.13 Agreement Terms and Conditions.....6
3.14 Vendor Qualifications6
3.15 Change in Vendor Representatives7
3.16 Equipment and Services Schedules.....7
3.17 Benefit of Cost Reduction7
3.18 Bid Terms.....7
3.19 Fiscal Funding.....7
3.20 Insurance7
3.21 New Products.....8
SPECIFICATIONS8
3.22 Product and Services Delivery Overview8
3.23 Reporting9
3.24 Electronic Commerce.....10
3.25 Breadth of Offering.....10
3.26 Primary Account Representative.....11
3.27 References.....11
3.28 Pricing Level and Guarantee.....12
3.29 Oral Presentation and Demonstration12
3.30 Equipment and Services Schedule12
3.31 Scope of Work12
3.32 Title Passage12
3.33 Quantity Guarantee.....12
3.34 Order of Precedence.....12
3.35 Payment Provisions13
3.36 Shipment and Risk of Loss13
3.37 Warranties.....13
3.38 Price Guarantees14
3.39 Technical Support14
3.40 Product Delivery.....14
3.41 Impracticality of Performance.....14
3.42 Records and Audit.....14
3.43 Use of Subcontractors.....14
3.44 Indemnification14
3.45 Website Maintenance.....15
3.46 Ethics15
3.47 Replacement Parts.....15
3.48 FCC Certification.....15
3.49 Site Preparation15
3.50 Assignment15
3.51 Survival15
3.52 Lease Agreements.....16
3.53 Vendor Disclosure Statement16
Geographic Coverage Area.....17
Appendix D - Vendor Disclosure and Immigration Compliance18



GENERAL REQUIREMENTS AND SPECIFICATION

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.

The Solutions Team is responding for Services only and will not be providing any Hardware and, per the above statement, is not required to have the ISO Certification.

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.

The Solutions Team AGREES AND WILL COMPLY.

3.3 Vendor Responsibility

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

The Solutions Team AGREES AND WILL COMPLY.

3.4 Serving Sub-Contractors

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

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

3.6 Vendors' Rights to Withdraw Bid

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

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

The Solutions Team AGREES AND WILL COMPLY.

3.7 Bid Offer Firm

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

The Solutions Team AGREES AND WILL COMPLY.

3.8 Disclosure of Bid Contents

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



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

The Solutions Team AGREES AND WILL COMPLY.

3.9 No Obligation

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

The System has the right to cancel any contract, for cause, including, but not limited to, the following:

(1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

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

The Solutions Team AGREES AND WILL COMPLY.

3.10 Legal Review

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

The Solutions Team AGREES AND WILL COMPLY.

3.11 Governing Law

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

The Solutions Team AGREES AND WILL COMPLY.

3.12 Basis for Bid

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

The Solutions Team AGREES AND WILL COMPLY.

3.13 Agreement Terms and Conditions

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

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

The Solutions Team AGREES AND WILL COMPLY.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a



responsible bidder or fails to submit a responsive offer as defined.
The Solutions Team AGREES AND WILL COMPLY.

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.
The Solutions Team AGREES AND WILL COMPLY.

3.16 Equipment and Services Schedules

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

3.17 Benefit of Cost Reduction

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

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor’s response.
The Solutions Team AGREES AND WILL COMPLY.

3.19 Fiscal Funding

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

3.20 Insurance

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

<u>KIND OF INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team was founded in 2007 as a service only company. During this time, we have developed some "Cloud" based services. Today, TST has multiple Tier 4 compliant data centers located throughout the U.S. that may serve as both primary and backup solutions. The Solution Team currently employs approximately 14 people. Nine (9) of these employees are technical with three (3) sales and two (2) admin.



Today, The Solutions Team offers the following “Cloud” based Services:

- **TST Managed Microsoft Office 365 Services** – TST will manage all your Microsoft Office / 365 services and alleviate the burden of this responsibility from you.
- **(IT Vault) Data Backup** - we backup critical data and servers to our data center. This is then replicated to our other data centers. IT-Vault is the most reliable and competitively-priced disaster recovery solution on the market – particularly for emerging to mid-sized companies, who value their critical data and want automated, encrypted offsite data backup to reduce expenses and human error.

IT-Vault offers industrial strength duplication, compression, and block level technology with end-to-end encryption that only “Fortune 500-sized” companies have traditionally been able to afford.

IT-Vault enables access to a high performance, secure dedicated backup server hosted on state-of-the-art hardware in a world-class Tier IV data center. Through IT-Vault, customers receive automated online backup and remote backup services that secure an entire organization’s critical data directly through the Internet. There are 12 institutions in AL that are currently using this service. We can back up the following host types:

- | | |
|--------------------|------------|
| ○ Microsoft 365 | ○ SQL |
| ○ AS/400 – iSeries | ○ Novell |
| ○ Windows | ○ Exchange |
| ○ Unix | ○ VMWare |
| ○ Share Point | ○ Etc. |

All of these services can be offered to any client with High-Speed Internet, but more specifically, all the institutions that will purchase off of this RFB can obtain these services.

PROBLEM RESOLUTION

The Solutions Team Support Procedures are as follows:

You may reach our technical support personnel in one of three (3) different ways:

- | | |
|--------------------|---|
| • By E-mail | • support@mysolutionsteam.com |
| • By Client Portal | • https://mysolutionsteam.com/support/ |
| • By Phone | • (601) 933 1118 |

If call volume is high, it may be necessary to leave your name and number. Our technicians will be notified and call you back. The Helpdesk has a “process of escalation” as follows:

- If your problem cannot be resolved over the phone, your problem will be dispatched to a member of our engineering team.
- Within 3 hours, after your helpdesk ticket is created, the engineer that has been assigned to your Trouble Ticket will contact you. If you haven’t heard from anyone after 3 hours, please call Todd Gooden, CEO @ 601-672-0330

Satisfaction Statistics:

The Solutions Team does not keep current client satisfactions statistics; however, we are and have always been a service-only company. If we provide poor service, we will be out of business. We will be pleased to provide testimonials, references, etc., upon request.

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.

The Solutions Team agrees to provide quarterly utilization reports to the system based upon the schedule and content described in this request. A minimum sample report for the purchases would be:

<u>Client Name</u>	<u>PO #</u>	<u>Description</u>	<u>Amount</u>	<u>Order Date</u>	<u>Delivery Date</u>
XYZ Community College	BR549	IT-Vault	\$10,000	01/15/18	01/30/18
ACME Technical College	XYZ123	O365 MGMT	\$22,000	02/15/18	02/28/18

Additional reports showing details of individual colleges will be provided to them. As this can be considered confidential in nature, each college would need to sign a release prior to the transmission to DPE.

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.

TST has a Client Portal that provides clients access to many different data, client information and instructional resources. The resources that you may access depend on the TST service(s) that you utilize. Secure client access credentials are required, so providing access to this in a public document is not possible. However, we will be please to provide additional information to a select audience. TST also provides access to the TST Support Desk and automated trouble ticketing and reporting. This is available for viewing to the public at <https://mysolutionsteam.com/support/>.

3.25 Breadth of Offering

- **TST Managed Microsoft Office 365 Services** – TST will manage all your Microsoft Office / 365 services and alleviate the burden of this responsibility from you.

The Solutions Team will assist TST Client by providing management of TST Client’s Microsoft O365 Product. The Solutions Team (TST) will provide setup and management of client's Microsoft 365 environment. As optional services, The Solutions Team may implement encryption services for email encryption and backup services which enhance the standard Microsoft 365 backups.

The Solutions Team will provide the following Management Services for our client:

- **Build Azure and Office and Office 365 Realms (New O365)**
- **Accepted Domain configuration**
- **Configure multifactor authentication for users**
- **Configure send connectors**
- **Configure Receive connectors**
- **Configure mailbox policies**
- **Configure mobile device policies**
- **Create users**
- **Delete users**
- **Configure SMTP addresses**



- Create groups
- Adjust group memberships
- Configure Mail flow rule dependencies
- Configuration of spam filtering policies
- Configuration of malware filtering policies

- Export of data of removed users
- Inbound restrictions on connectors
- Licensing assistance for needed applications to operate in O365 environment
- Email migration assistance (if email migration is purchased)

(IT Vault) Data Backup - we backup critical data and servers to our data center. This is then replicated to our other data centers. IT-Vault is the most reliable and competitively-priced disaster recovery solution on the market – particularly for emerging to mid-sized companies, who value their critical data and want automated, encrypted offsite data backup to reduce expenses and human error. IT-Vault offers industrial strength duplication, compression, and block level technology with end-to-end encryption that only “Fortune 500-sized” companies have traditionally been able to afford.

IT-Vault enables access to a high performance, secure dedicated backup server hosted on state-of-the-art hardware in a world-class Tier IV data center. Through IT-Vault, customers receive automated online backup and remote backup services that secure an entire organization’s critical data directly through the Internet. There are 12 institutions in AL that are currently using this service. We can back up the following host types:

- Microsoft 365
- AS/400 – iSeries
- Windows
- Unix
- Share Point
- SQL
- Novell
- Exchange
- VMWare
- Etc.

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.

Sean Hargrove
P.O. Box 5036 Brandon, MS 39047
601-933-1118 ext. 222

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.

A.J. Crittenden - Marion Military Institute
1101 Washington St. Marion, AL 36756
aj@marionmilitary.edu
(334) 683-2373

Hubert Griffin - Ingram State Technical College
5375 Ingram Road Deatsville, AL 36022
Hubert.griffin@istc.edu
(334) 285-5177



Don Roden – Snead State Community College
220 N. Walnut St P.O. Box 734 Boaz, AL 35957
Don.roden@snead.edu
(256) 840-4134

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.

See ATTACHMENT LABELED – THE SOLUTIONS TEAM - ACCS-2022-02 - PRICING DETAILS

3.29 Oral Presentation and Demonstration

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

The Solutions Team AGREES AND WILL COMPLY.

3.30 Equipment and Services Schedule

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

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

The Solutions Team AGREES AND WILL COMPLY.

3.31 Scope of Work

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

The Solutions Team AGREES AND WILL COMPLY.

3.32 Title Passage

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

The Solutions Team AGREES AND WILL COMPLY.

3.33 Quantity Guarantee

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

The Solutions Team AGREES AND WILL COMPLY.

3.34 Order of Precedence

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



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

The Solutions Team AGREES AND WILL COMPLY.

3.35 Payment Provisions

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

A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity. Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

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

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

C. Invoices

Invoices shall be submitted to the procuring entity.

The Solutions Team AGREES AND WILL COMPLY.

3.36 Shipment and Risk of Loss

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

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

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

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

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

The Solutions Team AGREES AND WILL COMPLY.

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.



The Solutions Team AGREES AND WILL COMPLY.

3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

3.42 Records and Audit

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

The Solutions Team AGREES AND WILL COMPLY.

3.43 Use of Subcontractors

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

The Solutions Team AGREES AND WILL COMPLY.

3.44 Indemnification

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

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to



property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees. For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents, and assigns.

The Solutions Team AGREES AND WILL COMPLY.

3.45 Website Maintenance

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

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

3.47 Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

3.52 Lease Agreements

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

The Solutions Team AGREES AND WILL COMPLY.

3.53 Vendor Disclosure Statement

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

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 28th, 2019. The form is required by the vendor and covers the duration of the bid.

Requested form is attached to this response.

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.

The Solutions Team AGREES AND WILL COMPLY.

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.

The Solutions Team AGREES AND WILL COMPLY.

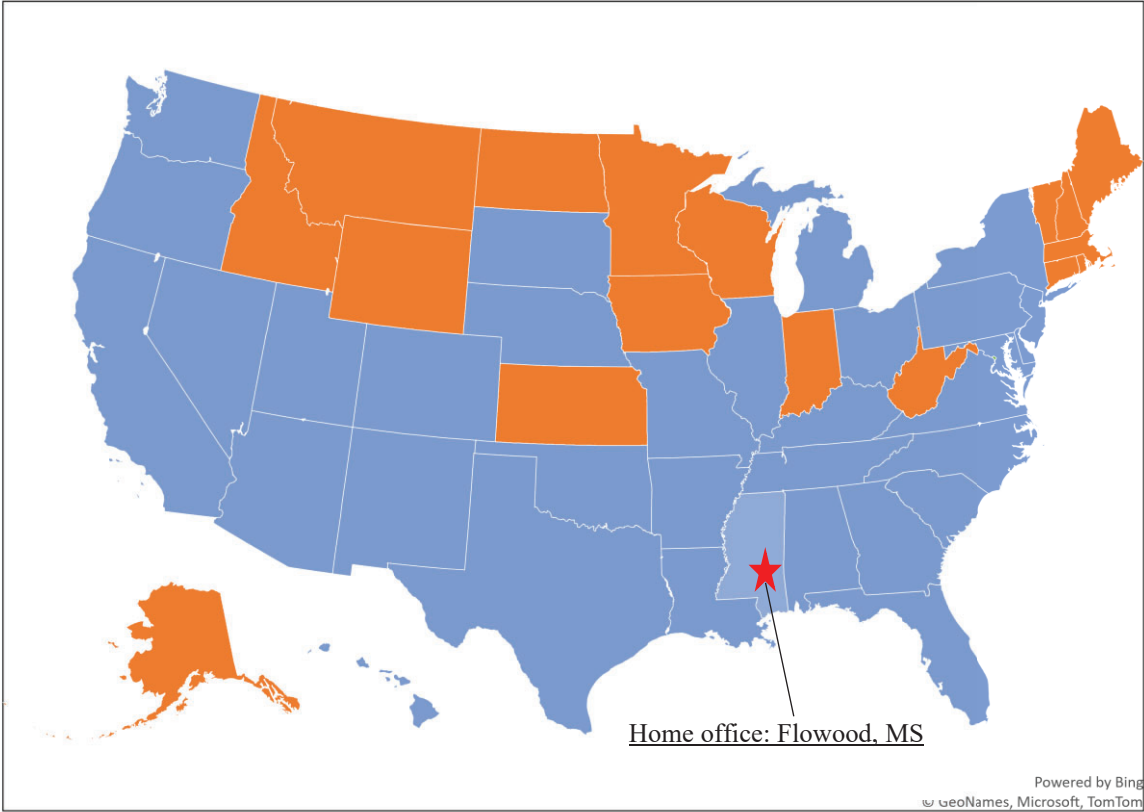
In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.



The Solutions Team AGREES AND WILL COMPLY.



Geographic Coverage Area

The Solutions Team



	currently serviced by TST
	No (current) Clients

TST services are available in all 50 states

Flowood, MS – 14 employees. Nine (9) are technical, three (3) sales and two (2) administrative.



Appendix D - Vendor Disclosure and Immigration Compliance

Vendor disclosure forms and instructions are available at:

<http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

Vendor disclosure statement is attached.

Immigration Compliance information and forms are available at:

<http://immigration.alabama.gov/Default.aspx>

1. Click on **Resources**
2. Under the E-Verify Resources header, download and complete the “Business Entity Employer Contractor Compliance Form”

The Solutions Team AGREES AND WILL COMPLY per 3.53 above

THE SOLUTIONS TEAM - ACCS-2022-01 - PRICING DETAILS



*Note: The Solutions Team has a monthly **minimum spend of \$100.00** for backup per institutions. Additional agents such as AS/400, Exchange, SQL, VMWare, Microsoft Clustering, SharePoint, Oracle, and Open File Manager are in addition to this monthly spend. These agents are \$50.00 per month, per agent.*

		Retail
iSeries	Up to 500 Compressed GB	\$22.00
iSeries	1000-1999 Compressed GB	\$20.00
iSeries	2000+ Compressed GB	\$17.00
Windows / Unix	Up to 500 Compressed GB	\$10.00
Windows / Unix	1000-1999 Compressed GB	\$8.00
Windows / Unix	2000+ Compressed GB	\$6.50

NOTE: The pricing above is per Compressed GB.



		Retail
TST Management of 365 environment	Per user	\$5.00
TST Backup of 365 environment	Per user	\$5.00
TST Provided Encrypted email	Per user	\$5.00

THIS PROPOSAL IS WHAT IS BEING OFFERED AS PART OF ALABAMA COMMUNITY COLLEGE JOINT PURCHASE AGREEMENT. THE SOLUTIONS TEAM WILL WORK DIRECTLY WITH THE INSTITUTIONS FOR INDIVIDUAL BILLING. AS THE AMOUNT OF DATA GROWS, THE DISCOUNTS WOULD BE PASSED ALONG TO ALL COLLEGES WHO ARE UNDER CONTRACT WITH THE SOLUTIONS TEAM.