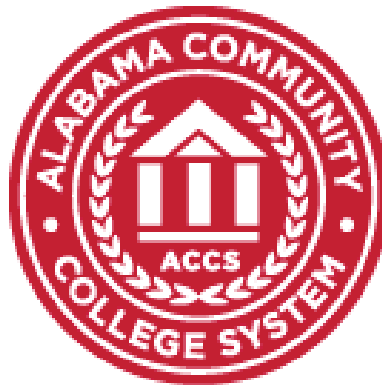




ALABAMA COMMUNITY COLLEGE SYSTEM & HIGHER ED.  
Joint Purchasing Agreement  
Request for Bid



Alabama Community College System  
Attn: Joint Purchase Agreement Initiative  
135 South Union Street Suite#158  
Montgomery, Alabama 36104

LETTER OF TRANSMITTAL



ITAC Solutions, LLC  
700 Montgomery Highway, Suite 148  
Vestavia, AL 35216

February 8, 2024

Alabama Community College System  
Attn: Joint Purchase Agreement Initiative  
135 South Union Street Suite#158  
Montgomery, Alabama 36104

Bid #: ACCS-2024-01

Submission Deadline: February 9th, 2024

Subject: Bid Proposal Submission for manufacturer supplied technology equipment with peripherals, software, networking equipment, maintenance, and professional support services bid.

RFB # ACCS-2024-01

Dear Alabama Community College System,

I am writing on behalf of ITAC Solutions to formally submit our bid proposal for the manufacturer supplied technology equipment with peripherals, software, networking equipment, maintenance, and professional support services bid as detailed in your Request for Bids (RFB) ACCS-2024-01, issued on January 4, 2024. We appreciate the opportunity to participate in this procurement process and are eager to contribute our expertise to the successful completion of your opportunity.

As per your requirements, we provide the following information:

A. Identifying the Submitting Organization:

- ITAC Solutions, LLC

B. Name and Title of the Person Authorized to Contractually Obligate the Organization:

- JG Carver, Partner

C. Name, Title, and Telephone Number of the Person Authorized to Negotiate the Contract:

- JG Carver, Partner, 205-422-7955, [JG.Carver@itacsolutions.com](mailto:JG.Carver@itacsolutions.com)

D. Names, Titles, and Telephone Numbers of Persons to be Contacted for Clarification:

- Alex Culberson, Business Development Manager, 205-336-1066, [alex.culberson@itacsolutions.com](mailto:alex.culberson@itacsolutions.com)
- Brian Pitts, Founder & Managing Partner, 205-222-2566, [brian.pitts@itacsolutions.com](mailto:brian.pitts@itacsolutions.com)

E. Explicit Indication of Acceptance of the Conditions Governing the Procurement:

- We hereby explicitly indicate our acceptance of the Conditions Governing the Procurement outlined in the RFB.

F. Signed by the Person Authorized to Contractually Obligate the Organization:

*JG Carver*

February 8, 2024

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

G. Acknowledgment of Receipt of Amendments to the RFB:

We acknowledge receipt of all amendments to the RFB and have incorporated them into our bid proposal accordingly.

If there are any additional requirements or if further clarification is needed, please do not hesitate to contact JG Carver at 205-422-7955 or [jg.carver@itacsolutions.com](mailto:jg.carver@itacsolutions.com)

Thank you for considering our bid. We look forward to the opportunity to contribute to the success of your project.

Sincerely,

*JG Carver*

JG Carver, Partner  
ITAC Solutions, LLC  
205-422-7955 [jg.carver@itacsolutions.com](mailto:jg.carver@itacsolutions.com)

## 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. 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: ITAC Solutions, LLC

Date: February 8, 2024

Website Address: <a href="http://www.itacsolutions.com">www.itacsolutions.com</a>	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	JG Carver	205-422-7955	<a href="mailto:Jg.carver@itacsolutions.com">Jg.carver@itacsolutions.com</a>
Senior Account/Sales Manager(s) (by region if necessary)	Alex Culberon	205-855-8036	<a href="mailto:Alex.culberon@itacsolutions.com">Alex.culberon@itacsolutions.com</a>
Account/Sales Manager(s) (by region if necessary)			
Technical Support	Amanda Wilson	205-396-1063	<a href="mailto:Amanda.wilson@itacsolutions.com">Amanda.wilson@itacsolutions.com</a>

### **BID INFORMATION INDEX**

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

	Document Name	Page Number(s)
Product and Services Delivery Overview	ITAC – ACCS - Bid	6-8
Geographic Coverage	ITAC – ACCS - Bid	6
Availability of Technical Support	ITAC – ACCS - Bid	9
Problem Resolution	ITAC – ACCS - Bid	10
Customer Satisfaction	ITAC – ACCS - Bid	11
Value Added Services	ITAC – ACCS - Bid	12
Reporting	ITAC – ACCS - Bid	13
Electronic Commerce	ITAC – ACCS - Bid	14
Breadth of Offering	ITAC – ACCS - Bid	15
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RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS

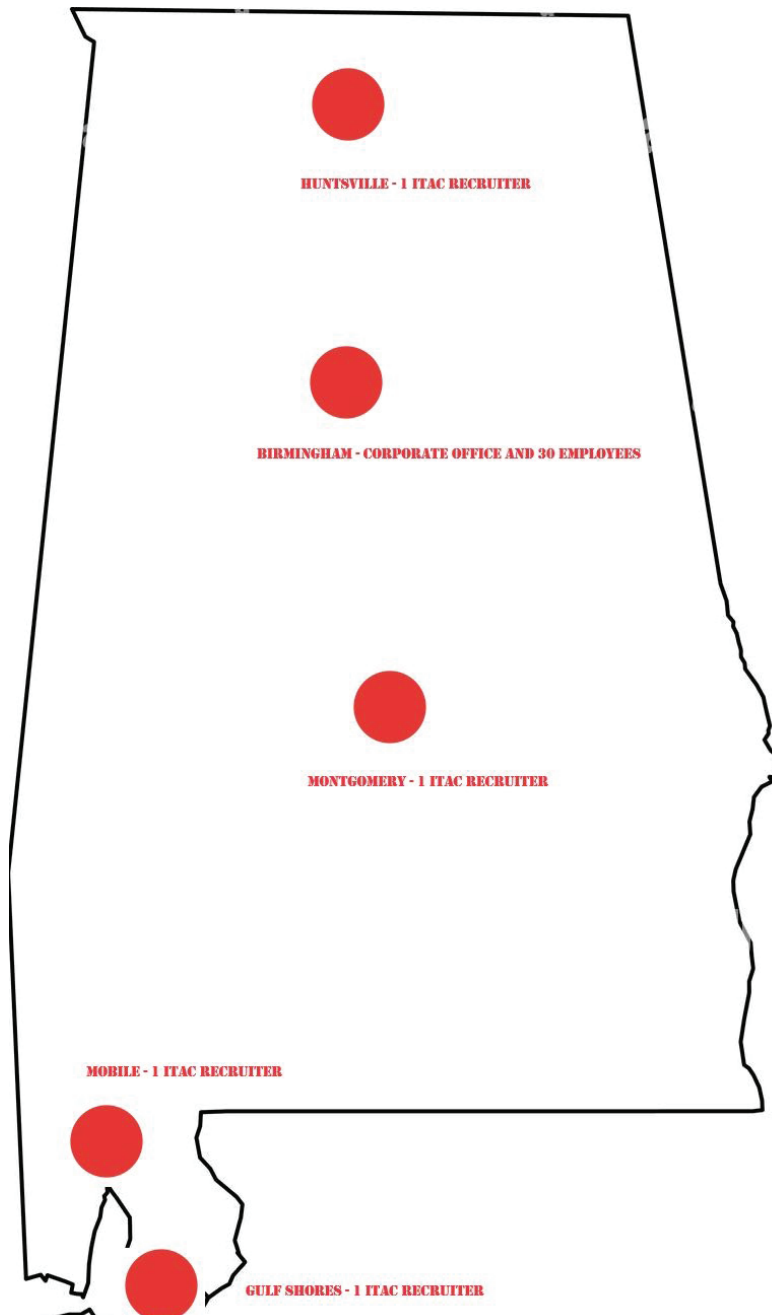
PRODUCT AND SERVICES DELIVERY OVERVIEW

GEOGRAPHIC COVERAGE

ITAC Solutions is an SBA Certified Small Business Entity. ITAC was founded April 1, 2000, with headquarters in Birmingham, Alabama. We currently provide services in more than 20 states and can easily service any county within Alabama.

While we also have many internal employees residing outside of Alabama, below should provide a map of our current internal staff.

As of February 6, 2024, we also have more than 100 additional W-2 leased workers deployed throughout the State of Alabama providing services for multiple companies and entities.



### **Equipped to Meet Your Needs:**

ITAC brings to the table a leadership team with over 100+ years of combined experience in the IT staffing industry.

<https://itacsolutions.com/our-team/>

Our leaders have successfully navigated and supported companies through substantial growth periods, ensuring a wealth of knowledge and strategic insights. Our expansive network enables us to swiftly source and onboard skilled leased technology workers across various domains, aligning precisely with Alabama Community College System & Higher Education's requirements.

ITAC is at the forefront of the industry, utilizing cutting-edge technology to streamline processes. Our state-of-the-art systems enhance efficiency in candidate sourcing, screening, and onboarding. This commitment to innovation ensures that we deliver not only the right talent but also a seamless experience for the Alabama Community College System & Higher Education.

### **Ensuring Highest Customer Satisfaction**

At ITAC, customer satisfaction is not just a goal; it's a commitment. Our leadership's hands-on approach ensures that our recruitment processes are not only efficient but also effective. We will go beyond skills assessment, tailoring our processes to identify candidates who resonate with Alabama Community College System's values and culture.

Leveraging industry-leading technology, we utilize robust quality control measures that can be tailored to customer desires, facilitating real-time feedback, and fostering transparent communication. Our partnership with customers is built on trust, and satisfaction remains our top priority.

### **Employee Engagement and Retention:**

Recognizing the importance of a motivated workforce, ITAC employs industry-leading best practices for employee engagement and retention. Personalized development plans, continuous training opportunities, and a supportive work environment are integral components of our approach.

Regular employee satisfaction assessments, coupled with data-driven feedback mechanisms, empower us to make proactive improvements. Additionally, our recognition and rewards program is designed to celebrate and retain top-performing talent, fostering a positive and committed workforce.

In summary, ITAC, with its experienced leadership, impressive growth trajectory, industry-leading technology, and best practices in employee engagement and retention, is poised to be a strategic partner in Alabama Community College System's growth.

### **Receiving the best candidates:**

The first step in making sure Alabama Community College System receives the best-qualified candidates begins with ITAC hiring the best internal team and pouring world-class training into our team. Having been at ITAC for over 20 years, this is something I am passionate about, and for years have helped lead our internal recruiting initiatives. Our people are our greatest asset, which in turn, gives our customers the greatest experience. We strongly believe that this is the foundation for providing the best service to our customers and is directly related to our core values.

From an initial hire receiving a full week of classroom training, through their documented additional three-month training protocols, the training does not end there and continues with team training held weekly. We have also implemented a companywide summer camp training program that has continued to build recruiting skill and created great rapport among our teams.

Now that we have spoken about the foundation, let's talk about the recruitment process that will, in turn, provide the best-qualified candidates for the Alabama Community College System.

We want to learn more about the Alabama Community College System, a lot more: At ITAC, we invest time in comprehensively understanding your company's culture, values, commitment to safety, and specific job requirements. This deep dive ensures that we precisely match candidates to your unique needs.

#### **Alignment with Your Vision:**

Choose ITAC as your IT staffing provider, and you're choosing a partner with shared goals and values. Our collaboration is built on understanding your vision, ensuring a seamless match between our candidates and your teams.

#### **Proactive Talent Sourcing:**

Our approach at ITAC goes beyond the reactive. We actively source candidates, reaching out to those who might not be actively looking for opportunities. This proactive strategy broadens our candidate pool. We are very involved in our communities, and we are always building our recruitment network.

#### **Customized Recruitment Strategies:**

Your industry and roles are unique, and so is our approach at ITAC. We tailor recruitment strategies to suit your specific needs, ensuring we bring in candidates with the precise skill sets you're looking for.

#### **Robust Screening Process:**

We pride ourselves at ITAC on a thorough screening process that evaluates not just qualifications but also cultural fit, soft skills, and alignment with your company's values. We also have the ability to create custom screening processes on a per-customer basis.

#### **Continuous Feedback Loop:**

Our customers have a relationship that goes beyond our recruiting service. Our goal is to become a trusted partner and one where we can offer industry insights, adding another value layer to those we serve. We also want all to be informed about the hiring process, potential challenges, and adjustments made to recruitment strategy based on your evolving needs.

#### **Transparency in the Hiring Process:**

Transparency is our policy at ITAC. We keep you in the loop about the progress of the hiring process, potential challenges, and any adjustments we make to our approach.

#### **Fast and Efficient Process:**

Time is crucial, and we understand that at ITAC. We deliver qualified candidates promptly, ensuring a streamlined and efficient process that benefits both you and the candidates.

#### **Post-Placement Support:**

Our commitment at ITAC doesn't end once a leased worker is placed. We provide ongoing support to ensure all parties receive the best experience.



## AVAILABILITY OF TECHNICAL SUPPORT

### Technical Support Availability Statement:

At ITAC Solutions we understand the importance of providing timely and reliable technical support to our customers. Our commitment to exceptional service is reflected in the availability of our technical support team.

#### 1. Business Hours:

Our standard business hours for technical support are 8-5pm CST. During these hours, customers can reach our support team through channels of communication, such as phone, text, or email.

#### 2. Extended Hours and Weekend Support:

To accommodate the diverse needs of our clients, we offer extended support hours beyond the standard business hours. Our extended support hours are 7 am to 8 pm CST. During this period, customers can still access our support team for assistance.

#### 3. Emergency Support:

Recognizing that critical issues may arise outside of standard and extended support hours, we provide emergency support services. Emergency support is available any day of the week between 7 am to 8 pm CST.

#### 4. Holiday Support:

On recognized holidays, we ensure that a minimum level of support is available to address urgent matters.

#### 5. Service Level Agreements (SLAs):

We adhere to Service Level Agreements (SLAs) to ensure timely response and resolution times. Our SLAs are documented and communicated to our customers, outlining the commitments we make in terms of response times, issue resolution, and escalation procedures.

#### 6. Communication Channels:

Customers can contact our technical support team through the following communication channels:

205-326-0004

[help@itacsolutions.com](mailto:help@itacsolutions.com) (preferred method)

2052-422-7955 Phone or Text

#### 7. Self-Help Resources:

In addition to direct support, we provide self-help resources, FAQs, video tutorials, etc., empowering customers to find solutions independently.

#### 8. Continuous Monitoring and Improvement:

We continuously monitor the performance and effectiveness of our technical support services. Feedback from customers is actively sought and used to drive improvements in our support processes.

At ITAC Solutions, our goal is to ensure that our technical support is readily available, responsive, and aligned with the needs of our customers. We are committed to providing a seamless support experience that contributes to success.

## PROBLEM RESOLUTION

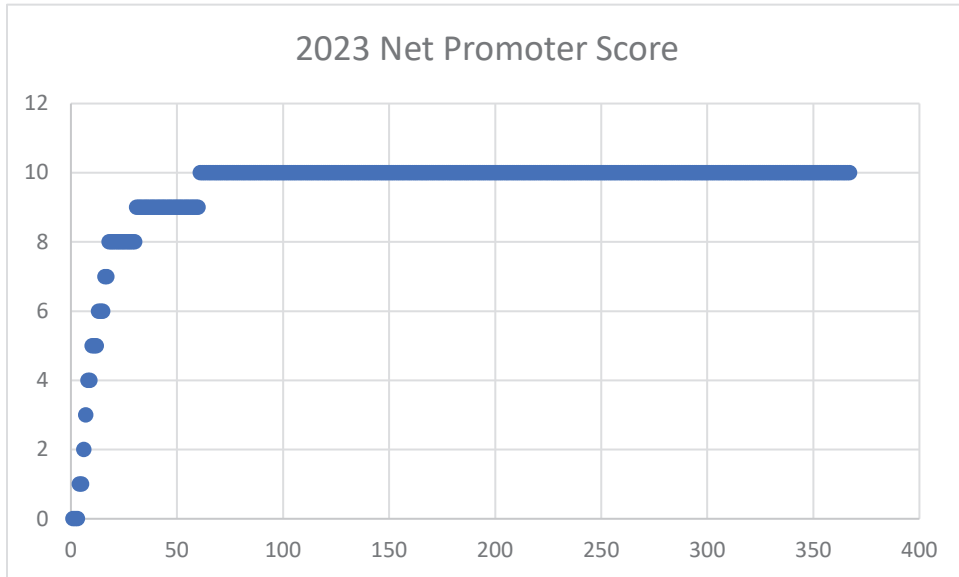
ITAC's procedure for resolving customer problems/complaints:

1. Receipt of Customer Problem/Complaint:
  - Define the channels through which customers can submit problems or complaints (e.g., email, ticketing system, phone).
  - Specify that immediate acknowledgment of receipt will be sent to the customer.
2. Initial Assessment (Within 24 hours):
  - Within the first 24 hours, a designated support team member assesses the nature and severity of the problem or complaint.
  - Categorize the issue based on urgency and impact.
3. Escalation Decision (Within 48 hours):
  - If the initial assessment indicates a higher level of expertise is required, escalate the issue to the appropriate technical team.
  - Clearly define criteria for escalation, such as severity of the issue or failure to meet initial resolution timelines.
4. Investigation and Root Cause Analysis (Varies based on complexity):
  - Conduct a thorough investigation to identify the root cause of the problem.
  - This step may vary in duration depending on the complexity of the issue.
5. Regular Updates to Customer (Every 48 hours until resolution):
  - Provide the customer with regular updates on the progress of the investigation and resolution efforts.
  - Set a standard interval for updates to manage customer expectations.
6. Resolution and Testing (Varies based on complexity):
  - Implement a solution to address the problem.
  - Conduct testing to ensure the problem has been resolved effectively.
7. Customer Verification and Feedback (Within 72 hours of resolution):
  - Contact the customer to verify that the issue has been resolved to their satisfaction.
  - Collect feedback on their experience with the support process.
8. Closure and Documentation (Within 5 business days of resolution):
  - Officially close the support ticket or case.
  - Document the entire process, including the problem, resolution steps, and customer feedback.
9. Escalation to Higher Management (If required, within 72 hours of closure):
  - If the customer remains dissatisfied, define a process for escalating the matter to higher management for further review and resolution.
10. Continuous Improvement (Ongoing):
  - Regularly review the effectiveness of the problem resolution process.
  - Implement improvements based on feedback, metrics, and lessons learned.

CUSTOMER SATISFACTION

ITAC 2023 Net Promoter Score Results.

“On a scale of 1-10 with 10 being the greatest, based on your experience with ITAC Solutions, how likely are you to recommend ITAC Solutions to a friend our colleague.”



## VALUE ADDED SERVICES

### Value-Added Technical Services Description

At ITAC Solutions, we go beyond traditional product offerings by providing comprehensive value-added technical services tailored to meet the unique needs of our clients. Our commitment to delivering excellence by providing workers for installation, training, and a range of optional services directly related to enhancing our customers' experience.

#### 1. Installation Services:

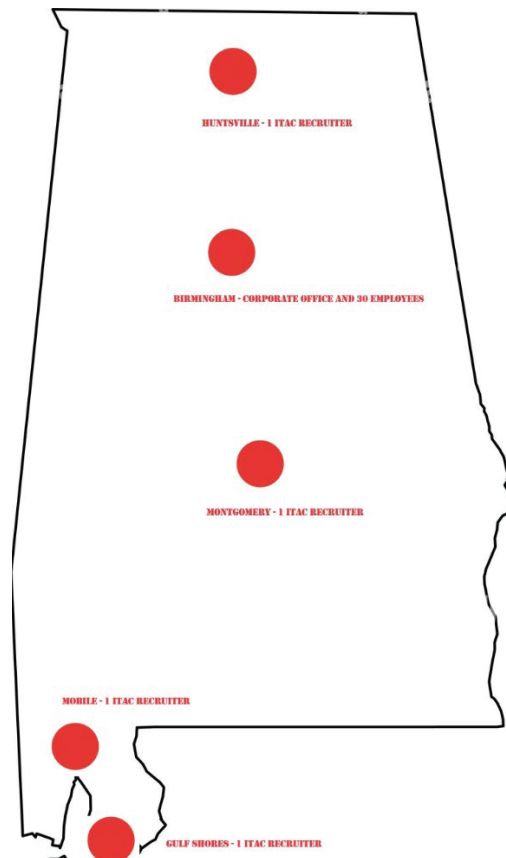
Description: We can provide technicians equipped to handle the seamless installation of products to ensure optimal functionality and performance. Whether it's hardware, software, or integrated systems, our provided installation services resources are designed to minimize downtime and ensure a smooth transition to solutions.

Geographic Coverage: Our installation services are available throughout the State of Alabama, with a dedicated team strategically positioned to serve clients throughout the state. Refer to the provided map for locations of our employees. **We can provide IT leased workers in all counties of Alabama.**

#### 2. Optional Services:

Description: In addition to installation and training, we provide a range of optional services to further enhance the value of our products. These may include services such as customization, ongoing support packages, system optimization, etc. These services can be tailored to meet specific client requirements.

At ITAC, we believe in delivering not just products but complete solutions, and our value-added technical services are a testament to that commitment.



## REPORTING

Example of a redacted ITAC Solutions Report used to present customer spend by company, division, and branch.

A	B	C	N	O	P	Q	R	S	T	U	V	W	X	Y
Status			q11	q12	q13	q14	q15	q16	q17	q18	q19	q20		Combined
			Jul - Sep 21	Oct - Dec 21	Jan - Mar 22	Apr - Jun 22	Jul - Sep 22	Oct - Dec 22	Jan - Mar 23	Apr - Jun 23	Jul - Sep 23	Oct - Dec 23		Total
Sold 2 Qtrs S			-	-	-	-	44,656	21,018	70,198	-	22,000	27,000		194,803
Sold 2 Qtrs V			-	-	-	-	13,000	-	-	-	13,000	200		26,200
Sold 2 Qtrs V			-	-	-	-	-	-	-	-	11,541	3,515		15,056
Sold 2 Qtrs V			-	-	-	18,500	-	8,250	-	-	178	112		27,040
Sold 20 Qtr E			94,020	94,371	82,050	128,711	159,540	125,578	124,802	168,854	142,571	142,005		2,277,495
Sold 20 Qtr F		)	567,502	630,499	581,549	477,078	422,931	388,849	306,918	249,688	147,128	3,694		8,144,455
Sold 20 Qtr F			88,606	60,441	46,485	22,040	25,650	20,045	34,981	56,437	76,295	65,249		1,647,189
Sold 20 Qtr M			52,132	16,534	14,072	2,480	12,779	59,362	57,984	45,579	24,049	25,568		586,346
Sold 20 Qtr F			97,682	153,713	219,028	140,088	83,365	11,721	43,902	27,005	28,544	39,665		2,212,689
Sold 20 Qtr F			344,694	878,062	302,555	68,226	57,720	547,776	508,629	579,285	600,628	497,535		8,299,399
Sold 20 Qtr S			97,172	73,727	37,193	36,200	43,303	40,247	40,090	52,912	59,289	17,612		708,195
Sold 3 Qtrs L			14,082	25,274	2,344	20,520	21,371	20,646	-	11,418	12,769	7,956		137,428
Sold 4 Qtrs A			-	-	-	-	-	-	15,000	17,000	18,000	19,000		69,000
Sold 4 Qtrs E			-	-	-	-	-	-	2,727	39,649	40,906	10,567		313,522
Sold 4 Qtrs E			95,414	107,797	63,365	20,126	35,696	-	12,000	35,622	116,278	51,895		975,337
Sold 4 Qtrs E			9,000	-	-	-	-	-	12,100	47,500	12,340	3,763		84,704
Sold 4 Qtrs K			-	-	100,267	10,525	9,152	(9,152)	86,319	57,394	31,143	80,044		450,369
Sold 4 Qtrs M			33,000	-	-	-	-	-	22,134	46,779	25,436	21,488		189,837
Sold 4 Qtrs S			7,000	50,000	52,000	(7,000)	13,290	-	11,500	14,305	4,818	6,146		204,741
Sold 5 Qtrs E			-	263	47,040	4,332	(627)	6,120	18,560	36,095	55,386	998		203,509
Sold 5 Qtrs F			85,039	-	-	-	-	9,100	27,611	5,047	143,634	28,777		342,530
Sold 5 Qtrs T			-	-	-	-	-	20,000	65,386	21,453	37,572	29,670		191,681
Sold 6 Qtrs A			38,240	13,883	14,119	(10,000)	21,706	36,876	44,878	27,563	27,939	27,927		754,949
Sold 6 Qtrs E			112,611	107,799	41,905	-	30,391	102,903	123,668	138,491	364,392	448,961		2,493,659
Sold 7 Qtrs A			23,261	13,942	-	-	11,511	15,918	12,441	11,836	23,918	17,281		337,512
Sold 7 Qtrs C			-	-	-	59,400	61,730	78,936	139,205	353,609	315,767	240,404		1,249,051
Sold 8 Qtrs S			-	-	7,321	33,142	52,302	46,624	62,856	66,758	37,738	26,597		333,338
New A			-	-	-	-	-	-	-	-	-	-		24,000
New BACIK Group			-	-	-	-	-	-	-	-	-	-		35,103

- ITAC Solutions will be able to provide ACCS reports in a similar manner or as requested. Our accounting team can work as you like to produce reports that best suit your needs.
- We have the means possible to provide requested quarterly reports in pdf format. We have a full-service back office and accounting team that will manage the reporting to the Joint Purchase Agreement Initiative Administrator in compliance within two weeks at the end of each quarter.
- We utilize many industry leading software products that will allow us to customize, retain, and present desired reports, providing world class service.

## ELECTRONIC COMMERCE

### ITAC Solutions – e-Commerce Capability

At ITAC Solutions, we recognize the importance of seamless interaction and accessibility for our clients. Our commitment extends beyond providing excellent services to ensuring a user-friendly and informative online platform that facilitates procurement processes and enhances the overall customer experience.

#### 1. Comprehensive ESS Integration:

Our website will serve as a centralized hub that houses the complete Employee Staffing Solutions (ESS), including detailed information on our Leased Technical Workers, service offerings, and associated pricing. We strive to maintain a user-friendly interface that enables procuring entities to navigate easily and access the information they need promptly.

#### 2. Product Specifications and Options:

For transparency and informed decision-making, our website will include comprehensive product specifications and options. ACCS will be able to explore detailed information about the technical expertise, skills, and experience of our Leased Technical Workers, allowing them to make well-informed choices that align with their specific project requirements.

#### 3. Product Selection Guidance:

Understanding the complexity of IT staffing decisions, our website will provide guidance to procuring entities during the product selection process. This may include interactive tools, FAQs, and resources that assist clients in making optimal choices based on their unique needs.

#### 4. Purchase Order Tracking:

We are committed to providing transparency throughout the procurement lifecycle. Our website will include robust features for purchase order tracking, allowing ACCS to monitor the status of their orders in real-time. This ensures clear visibility into the progress of engagements with our Leased Technical Workers.

#### 5. Reporting Capabilities:

ITAC Solutions values data-driven decision-making. Our website for ACCS will be equipped with reporting capabilities, enabling ACCS to access and generate relevant reports on their engagements, billing, and performance metrics. This feature enhances accountability and facilitates strategic planning for our clients.

#### 6. Electronic Purchase Order Processing:

In line with modern procurement practices, ITAC Solutions fully supports electronic purchase order processing. Our website for ACCS will be designed to seamlessly accept and process electronic purchase orders, streamlining the procurement workflow and reducing administrative burdens for our clients.

#### 8. Commitment to Ongoing Improvements:

We are committed to continuous improvement. Our team actively seeks feedback from users to enhance the website's functionality, ensuring it evolves to meet the changing needs of our clients.

At ITAC Solutions, our internet website serves as an integrated platform that not only showcases our offerings but also supports our clients throughout the procurement process, from product selection to purchase order processing.

## BREADTH OF OFFERING

### ITAC (IT Staffing Support Services) - Professional Services Overview

At ITAC, we specialize in providing Professional Services in the realm of IT Staffing Support Services, specifically focusing on the provision of Leased Technical Workers. Our commitment is to meet the dynamic needs of our clients by offering skilled and qualified technical professionals for short-term or long-term engagements.

#### 1. Talent Acquisition:

We excel in identifying, recruiting, and onboarding highly qualified technical professionals to meet the unique requirements of our clients. Our extensive talent acquisition process ensures that we source candidates with the right skill set, experience, and cultural fit for each specific role.

#### 2. Leased Technical Workers:

We provide Leased Technical Workers to augment our clients' existing teams or fulfill specialized project requirements. These technical experts are available for temporary assignments, allowing our clients the flexibility to scale their workforce based on project demands.

#### 3. Skill Diversification:

With a focus on technology, our pool of Leased Technical Workers covers a wide range of IT skills and expertise. From software development and system administration to cybersecurity and project management, we offer a diverse talent pool to address the multifaceted needs of our clients.

#### 4. Rapid Deployment:

Understanding the fast-paced nature of the IT industry, we emphasize rapid deployment of Leased Technical Workers. This enables our clients to quickly onboard the talent they need to meet project deadlines and overcome resource constraints.

#### 5. On-Going Support:

Our commitment extends beyond initial placements. We provide ongoing support to both our clients and Leased Technical Workers to ensure a seamless collaboration. This includes performance monitoring, issue resolution, and continuous communication to address any evolving needs.

By choosing ITAC for IT Staffing Support Services, clients gain access to a professional and flexible workforce, allowing them to navigate the dynamic landscape of IT projects with confidence.

PRIMARY ACCOUNT REPRESENTATIVE

	<b>Name(s)</b>	<b>Phone Number(s)</b>	<b>E-Mail Address(s)</b>
Primary Contract Executive(s)	JG Carver	205-422-7955	<a href="mailto:Jg.carver@itacsolutions.com">Jg.carver@itacsolutions.com</a>
Senior Account/Sales Manager(s) (by region if necessary)	Alex Culberon	205-855-8036	<a href="mailto:Alex.culberon@itacsolutions.com">Alex.culberon@itacsolutions.com</a>



## REFERENCES

**Name:** Cheryl Hinkle

**Company:** Hexagon

**Address:** Hexagon Federal - 7701 Telegraph Road Casey Building Room 102 Alexandria VA 22315

**Telephone number:** (703) 231-4771

**Description of a professional relationship:** We have filled software developers, tech support, and declassification analysts, etc. We have partnered with Cheryl since 2009 at both Intergraph and Hexagon.

**Name:** Paul Lloyd

**Company:** Birmingham Water Works Board

**Address:** 3600 1st Ave. North, Birmingham, Alabama 35222

**Telephone Number:** (205) 244 - 4154

**Description of professional relationship:** We have filled many roles with BWWB over the years. Paul is the HR manager at BWWB. We have filled Infrastructure Engineers, Infrastructure supervisors, Help desk support levels 1-3, System/Network Engineers, and various types of Analyst positions.

**Name:** Andrew Ryan

**Company:** OnCentive, Medallia, SAP, Callidus Cloud

**Address:** 1851 Russet Woods Lane Birmingham AL 35244

**Telephone Number:** (205) 616 - 6521

**Description of professional relationship:** Andrew and ITAC have had a long relationship that has spanned numerous companies. We have successfully placed everything from IT support, Project Managers, Business Analysts, Software developers, Scrum Masters,

### **3.34 Order of Precedence- ANSWER**

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

We acknowledge and agree to this.

### **3.35 Payment Provisions- ANSWER**

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.

We acknowledge and agree to this.

### **3.36 Shipment and Risk of Loss- ANSWER**

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).

We acknowledge and agree to this.

**3.37 Warranties- ANSWER**

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.

We acknowledge and agree to this.

**3.38 Price Guarantees- ANSWER**

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.

We acknowledge and agree to this.

**3.39 Technical Support- ANSWER**

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.

We acknowledge and agree to this.

**3.40 Product Delivery- ANSWER**

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

We acknowledge and agree to this.

**3.41 Impracticality of Performance- ANSWER**

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.

We acknowledge and agree to this.

**3.42 Records and Audit- ANSWER**

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.

We acknowledge and agree to this.

### **3.43 Use of Subcontractors- ANSWER**

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).

We acknowledge and agree to this.

### **3.44 Indemnification- ANSWER**

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.

We acknowledge and agree to this.

### **3.45 Website Maintenance- ANSWER**

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.

We acknowledge and agree to this.

### **3.46 Ethics- ANSWER**

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.

We acknowledge and agree to this.

### **3.47 Replacement Parts**

Replacement parts may be refurbished with the agreement of the procuring entity.

We acknowledge and agree to this.

### **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.

We acknowledge and agree to this.

### **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.

We acknowledge and agree to this.

### **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 the procuring entity.

We acknowledge and agree to this.

### **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 licenses, lease, warranty, and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

We acknowledge and agree to this.

### **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.

We acknowledge and agree to this.

### **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 further 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 contravenes 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.

We acknowledge and agree to this.