

JOINT PURCHASING AGREEMENT REQUEST FOR BID #: ACCS-2024-01

Prepared for

**ALABAMA COMMUNITY COLLEGE
SYSTEM & HIGHER ED.**

Submitted on

February 9th, 2024

ORIGINAL



Prepared by

Anna Simmons

Government & Education Contract Specialist
(256) 263-4044 • Anna.Simmons@rjyoung.com

RJ Young

4001 Farr Road • Bessemer, AL 35022

Letter of Transmittal

RJ Young
Chris Clark
Regional Vice President
4001 Farr Road
Bessemer, AL 35022



Alabama Community College System
Attn: ITS Division – Tokrica Mack
P.O. Box 302130
Montgomery, AL 36130-2130
Tokrica.mack@accs.edu

Letter of Transmittal

Enclosed is RJ Young's response to the Alabama Community College System's Request for Bid (#ACCS-2024-01). Below is requested transmittal letter information. RJ Young accepts the Conditions Governing the Procurement. RJ Young acknowledges receipt of any and all amendments to this RFB.

A handwritten signature in black ink, appearing to read 'Chris Clark', written over a horizontal line.

Chris Clark
Regional Vice President
RJ Young Company
February 9th, 2024

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

Anna Simmons
Government & Education
Contract Specialist
256-263-4044
Anna.Simmons@rjyoung.com

Local Office
RJ Young
4001 Farr Road
Bessemer, AL 35022

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

Evaluation Submission Form

6.5 Appendix E - Evaluation Submission Form

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

Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to jpa-notification@accs.edu

Vendor Name: RJ Young Date: February 8, 2024

Website Address: rjyoung.com

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Chris Clark	205-847-5204	Chris.Clark@rjyoung.com
Senior Account/Sales Manager(s) (by region if necessary)	Chris Smith	205-588-0577	Chris.Smith@rjyoung.com
Account/Sales Manager(s) (by region if necessary)	Anna Simmons	256-263-4044	Anna.Simmons@rjyoung.com
Technical Support	Customer Care	800-347-1955	customercare@rjyoung.com

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	ACCS RFB Response	10-26
Geographic Coverage	ACCS RFB Response	11
Availability of Technical Support	ACCS RFB Response	12 & 47
Problem Resolution	ACCS RFB Response	12-13
Customer Satisfaction	ACCS RFB Response	14-25
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Primary Account Representative	ACCS RFB Response	34
References	ACCS RFB Response	35
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Please see the USB drive included with our printed proposals for Excel pricing.

Also here is the link to use to access our full pricing document.

<https://rjy-public.s3.us-east-2.amazonaws.com/2024-Pricings-ACCS-RJY.xlsx>

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RFB Number ACCS-2024-01
RFB Title JPA
Proposer RJ Young
Page Number **4**

Bid Summary

N/A

Response to General Requirements and Specifications

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

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

Insurance

See the following pages for the Certificate of Insurance.

New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

RJ Young agrees that all products for purchase will be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request.

The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment will be supplied complete, ready to be installed, including all cabling and connectors where applicable.

Product and Services Delivery Overview

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

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

RJ Young: Setup

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

RJ Young: Delivery

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

RJ Young: Customer Service

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

RJ Young: Training

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

RJ Young: Geographic Coverage

RJY's principal place of business is in Nashville, TN. However, with 34 locations and 670 employees throughout the Southeast, RJY can provide cutting-edge solutions while ensuring personalized support. It is our mission to constantly be on the lookout for the best people, services, equipment, software, and tools for managing your campus printing needs and document information. We are proud to work with the top equipment manufacturers and software companies in the industry as well as continually invest in retaining and developing top talent to ensure we are adding strategic value to your organization.

NORTH REGION

Regional VP: Harris Delchamps

Bowling Green
 Clarksville
 Columbia
 Cookeville
 Murfreesboro
 Nashville

WEST REGION

Regional VP: Justin Chancellor

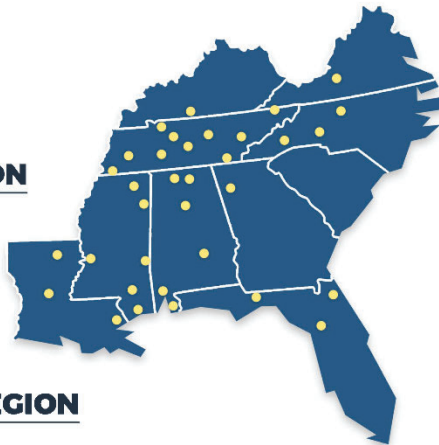
Alexandria Meridian
 Gulfport Monroe
 Hattiesburg Starkville
 Jackson, MS Tupelo
 Jackson, TN Vicksburg
 Memphis

Servicing Stidell and East Arkansas

CENTRAL REGION

Regional VP: Chris Clark

Athens Montgomery
 Birmingham Pensacola
 Huntsville
 Mobile



EAST REGION

Regional VP: Keith Burrell

Asheville Roanoke
 Bristol Winston-Salem
 Cartersville
 Chattanooga
 Hickory
 Knoxville

Servicing Cobb County

SOUTH REGION

Regional VP: Lane Presnell

Gainesville
 Jacksonville
 Tallahassee

RJ Young: Technical Support

Statewide Service Coverage



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

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

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

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

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

Problem Resolution: Service Call Escalation Procedure

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

- If the Technician is unable to resolve the problem within two hours or has worked on the same machine twice for the same problem, the Technician is required to contact the Service Manager. The Service Manager will evaluate the situation, and if it cannot be resolved rapidly, a hotline to the manufacturer will be opened immediately.
- The Service Manager will perform or confirm that all remedies the hotline suggests are accomplished as soon as possible. If the hotline indicates parts are needed these parts will be installed. The results will be fed back to the hotline for further diagnosing if the problem is not resolved.
- The Technician will contact the Service Manager and provide them with the hotline case number and customer contact information plus all other pertinent information regarding the situation. This will be placed on the Service Manager's daily to do list and will be followed until it is resolved.
- If the Technician feels that the machine will be out of service for more than eight (8) business hours after the call has been placed or requires off-site service, a loaner machine will be provided within eight (8) business hours.
- The customer's machine will be brought into the shop and completely diagnosed, repaired, and tested prior to returning it to the customer.
- Should the machine continue to experience the same symptoms, a permanent or better replacement machine will be delivered to the customer at no additional charge.

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

Please see the following pages for our Customer Satisfaction Survey Comments.



Survey Comments

1/5/2024

ALPHACARE HOME HEALTH INC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
cariealpha@aol.com	12/15/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2204460	We have not had any issues with the copier/printer yet.	Liked

AMERICARE SYSTEMS INC DBA AMERICARE SENIOR LIVING

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
collier.don@americareusa.net	12/18/2023	The service technician repaired the equipment to my satisfaction.	0.00	CallNumber	SC2194164	I am still seeing the replace toner message.	Liked
collier.don@americareusa.net	12/18/2023	My equipment was repaired in a timely manner.	0.00	CallNumber	SC2194164	I am still seeing the replace toner message.	

CAHABA FAMILY MEDICINE PC CLINIC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
cahabafamilymd@outlook.com	12/18/2023	My equipment was repaired in a timely manner.	6.00	CallNumber	SC2194992	it almost took a month for a representative to come back out and service our office. Other than that, we are glad our printer is back in working condition.	Liked

CHILDRENS AID SOCIETY

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
ldobbins@childrensaid.org	12/21/2023	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC2207779	Sean is our favorite rep. Hes always prompt and friendly.	Liked
ldobbins@childrensaid.org	12/21/2023	My equipment was repaired in a timely manner.	10.00	CallNumber	SC2207779	Repaired much faster than I expected	

CITY OF CLARKSVILLE PURCHASING

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
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lauri.morrison@cityofclarksville.com	12/21/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2205894	Derrick was fabulous! He explained the repairs he did and what was wrong with our machine. He had to get parts and come back a couple of times. He apologized for having to come back due to parts. Derrick made sure that our machine was working well enough for us to use it while parts were obtained. He was friendly, efficient and extremely knowledgeable! If all people took their jobs as seriously as him, the world would be a better place.
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CITY OF RIDGELAND

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
MISDEPT@RIDGELANDMS.ORG	12/18/2023	The service technician repaired the equipment to my satisfaction.	N/A	CallNumber	SC2206250	He did not actually do anything. We had already run the firmware update and checking all the settings for sleep and hibernation. He agreed with what we did so we are just waiting to hear from PD Dispatch to see if it worked like we think it should have.	
MISDEPT@RIDGELANDMS.ORG	12/18/2023	My equipment was repaired in a timely manner.	10.00	CallNumber	SC2206250	He responded very quickly! Thanks.	

COMMUNITY BAPTIST CHURCH

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
STM@MOUNET.COM	12/15/2023	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC2197854	always friendly, engaging, personable	
STM@MOUNET.COM	12/15/2023	Placing a service request was easy and efficient.	10.00	CallNumber	SC2197854	emails normally answered in a timely fashion	
STM@MOUNET.COM	12/15/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2197854	always top notch	
STM@MOUNET.COM	12/15/2023	My equipment was repaired in a timely manner.	10.00	CallNumber	SC2197854	as I live farther away, I am always flexible in time frame, but usually, the repairman gets here sooner than I expected.	
STM@MOUNET.COM	12/15/2023	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC2197854	top notch	

CORECIVIC - WEST TENNESSEE DETENTION FACILITY

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
James.Hightower@corecivic.com	12/15/2023	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC2201026	Excellent	Liked

DAMASCUS FREEWILL BAPTIST CHURCH

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
brPumphrey@gmail.com	12/19/2023	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC2206982	Concerned about our problem. Eager to help solve problem. Very friendly.	Liked
brPumphrey@gmail.com	12/19/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2206982	Repaired copier very fast . Back in service quickly.	
brPumphrey@gmail.com	12/19/2023	My equipment was repaired in a timely manner.	10.00	CallNumber	SC2206982	Yes.	
brPumphrey@gmail.com	12/19/2023	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC2206982	Friendly technician.	
brPumphrey@gmail.com	12/19/2023	Would you like an RJ Young representative to contact you ?	1.00	CallNumber	SC2206982	Thanks	

DESOTO COUNTY TAX ASSESSOR

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
dturner@desotocountymys.gov	12/11/2023	The service technician repaired the equipment to my satisfaction.	2.00	CallNumber	SC2199976	The problem just started again	Liked

DINKELSPIEL RASMUSSEN & MINK PLLC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
jwilliams@drmlawmemphis.com	12/20/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2205202	He left behind a small tool, looks like a dental pic.	Liked

DUNBARMONROE PLLC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
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bpurvis@dunbarmonroe.com	12/12/2023	The customer care rep was friendly and attentive on the phone (if applicable).	5.00	CallNumber	SC2196762	Brandon was friendly, but not attentive. He initially arrived on a Monday and was supposed to be back the following day to repair our machine that was down. He was a no show Tuesday. I called Wednesday and he came back Friday. He advised that he was off work during the week. When he initially arrived Monday, without even looking at our machine he started telling me that the machine needed to be replaced and that he wouldnt be able to get parts for the machine. I told him that our regular technician had never had issues and that maybe he should consult with the service department before suggesting that we replace our machine. He quickly told me that he could take a look, but wouldnt make any promises. Next thing I knew, he had three parts on order. Slowly, but surely. See response above.
bpurvis@dunbarmonroe.com	12/12/2023	The service technician repaired the equipment to my satisfaction.	5.00	CallNumber	SC2196762	
bpurvis@dunbarmonroe.com	12/12/2023	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC2196762	RJ Young has always been good to work with, weve given you our business for 20 years and will continue to do so. Please send our regular tech out in the future.

FRIENDS OF CHILDREN OF MISSISSIPPI

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
rivenoak@fcmi-ms.us	12/06/2023	Would you like an RJ Young representative to contact you ?	1.00	CallNumber	SC2199985	Every thing was great!	

GREENEST

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
greenestws@gmail.com	12/15/2023	The service technician repaired the equipment to my satisfaction.	5.00	CallNumber	SC2202163	He repaired what was needed but must have changed a setting because now were having trouble printing. We need another service call.	

JACKSON HOUSING AUTHORITY

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
RVERONEAU@JACKSONHA.CO	12/06/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2199877	Eric is the best!!!!!!!!!!!!	Liked

JONES COUNTY YOUTH COURT

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
vcranford@co.jones.ms.us	12/06/2023	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC2200004	Great job! Quick response too!	Liked
vcranford@co.jones.ms.us	12/06/2023	Placing a service request was easy and efficient.	10.00	CallNumber	SC2200004	Very Easy!	
vcranford@co.jones.ms.us	12/06/2023	My equipment was repaired in a timely manner.	10.00	CallNumber	SC2200004	Absolutely!	
vcranford@co.jones.ms.us	12/06/2023	Remove me from further emails like this. (If yes, please tell us why.)	1.00	CallNumber	SC2200004	I like giving feedback!	

KENNERLY MONTGOMERY & FINLEY PC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
oragland@kmfpc.com	12/01/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2197623	Turned out to be a much more complicated repair than additionally indicated. Also found and repaired another issue while working on the machine. Richard had all the equipment and spare parts with him to complete the project in a timely manner.	Liked

LAMAR ELEMENTARY SCHOOL

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
ayerst@wcde.org	12/10/2023	The customer care rep was friendly and attentive on the phone (if applicable).	N/A	CallNumber	SC2200977	Placed request online	Liked

LOFTIS STEEL & ALUMINUM

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
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Carolyn.long@loftissteel.com 12/11/2023 My equipment was repaired in a timely manner. N/A CallNumber SC2199308 I got an email from someone at your company telling me that a repairman was on his way one day and I stayed an hour later after work to wait on the person to arrive, No one showed. It was 2 days later that someone else came to attend to the Copier/Scanner. Disappointed

LOMAX HANNON ZION CHURCH

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
alflamez@bellsouth.net	12/19/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2203697	Travis was very professional and kind	Liked

MARION VISUAL & PERFORMING ARTS MAGNET SCHOOL

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
IWINSTON@MSD3.ORG	12/05/2023	Would you like an RJ Young representative to contact you ?	2.00	CallNumber	SC2199234	Yes bBy email please, i.winston@msd3.org	Liked

METHOD MORTGAGE LLC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
michael@methodmortgage.com	12/19/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2203787	Sean Bonner was the technician that came out. He called to let me know he was on the way and arrived when he said he would and in a very timely manner. He was very professional and super courteous, but also had a laid back, relaxed kind of style which made him very approachable, and I hope Sean is the only technician that comes back if we need one in the future. I cannot say enough good things about my experience and interaction with Sean. He is 1st class!!	Liked

METRO GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY - PLANNING

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
JEFFREY.LEACH@NASHVILLE.G	12/21/2023	My equipment was repaired in a timely manner.	6.00	CallNumber	SC2207155	I had to call a second time to get service ??	Liked

MISA METAL PROCESSING

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
pricea@mmpi-us.com	12/04/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2199497	Adam Clouse and DJ always do a great job for us. They are both friendly and engaging, professional and efficient. It is a pleasure to have them servicing our equipment.	
pricea@mmpi-us.com	12/04/2023	My equipment was repaired in a timely manner.	10.00	CallNumber	SC2199497	Equipment was repaired within 4 hours.	
pricea@mmpi-us.com	12/04/2023	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC2199497	I have never had a bad experience with any RJYoung interaction.	

MITCH BOLEWARE CPA

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
susanboleware@gmail.com	12/08/2023	Remove me from further emails like this. (If yes, please tell us why.)	1.00	CallNumber	SC2201337	We love Marvin!! Hes always friendly, polite and repairs everything quickly!!	

MONTGOMERY BELL ACADEMY

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
susan.eskew@montgomerybell.edu	12/08/2023	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	10.00	CallNumber	SC2199347	JESSE DEITER is exceptional. He is very knowledgeable regarding the equipment and corrected the issue in a timely manner. He left the area better than he found it and allowed me to test the machine out to ensure the problem was resolved. Thank you!	

MTSU CAMPUS POLICE

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
benjamin.hunt@mtsu.edu	12/17/2023	The service technician repaired the equipment to my satisfaction.	9.00	CallNumber	SC2205315	No repair was actually needed, but technician took the time to double and triple check the equipment, cleaned components to ensure proper functionality, and walked me through how to avoid the issue I was facing in the future.	
benjamin.hunt@mtsu.edu	12/17/2023	My equipment was repaired in a timely manner.	10.00	CallNumber	SC2205315	Very quick response time.	

NEW SECOND MISSIONARY BAPTIST CHURCH							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
oberiak@outlook.com	12/10/2023	Would you like an RJ Young representative to contact you ?	2.00	CallNumber	SC2198312	machine stopped working the next day, and still isnt working	Liked
NIX-TANN & ASSOCIATES INC							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
janelle@nixtann.com	12/01/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2197222	David was great!! Came first thing in the morning, tuned us up and off he went! Yay!	Liked
NORTHSIDE ELEMENTARY SCHOOL							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
gheath@clintonpublicschools.com	12/16/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2205231	Anthony is always friendly and lets us know in detail what is happening when a machine is down.	Liked
NORTHWESTERN MUTUAL							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
debbie.cornwell@nm.com	12/21/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2207629	Gary is the best!!!!	Liked
PIPELINE UTILITY CONTRACTORS LLC							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
pipelineutility@yahoo.com	12/04/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2197451	Took his time and completely fix the problem.	Liked
PUCKETT MACHINERY							
Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
vicki.booth@puckettmachinery.com	12/15/2023	The service technician repaired the equipment to my satisfaction.	2.00	CallNumber	SC2204744	The printer is printing and not smearing the ink but now, the printer is jamming trying to pull 3 or 4 sheets through at the same time. We need his to come back out and check the printer.	Liked
vicki.booth@puckettmachinery.com	12/15/2023	Would you like an RJ Young representative to contact you ?	2.00	CallNumber	SC2204744	We need to schedule a service on the printer again	

RED MOUNTAIN THEATRE

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
tosborne@redmountaintheatre.org	12/11/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2202552	Sean Bonner is fantastic. Did a great job fixing an unusual problem with ingenuity!	Liked

SAINT ANDREWS EPISCOPAL CATHEDRAL

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
LAURIEMC@STANDREWS.MS	12/01/2023	The customer care rep was friendly and attentive on the phone (if applicable).	9.00	CallNumber	SC2196916	Anthony is the BEST!!!	Liked
LAURIEMC@STANDREWS.MS	12/01/2023	The service technician repaired the equipment to my satisfaction.	N/A	CallNumber	SC2196916	Anthony is the BEST!!!	

SLIM & HUSKY'S

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
bbrown@slimandhuskys.com	12/08/2023	The customer care rep was friendly and attentive on the phone (if applicable).	0.00	CallNumber	SC2200665	The customer care rep was extremely rude. He came in and immediately said that he wasnt a tech or network guy. (He said this basing it off of the description of our problem). He never touched the printer. I asked him politely to leave. Dont repair issue at all due to coming I. Suggesting that he wasnt IT.	Liked
bbrown@slimandhuskys.com	12/08/2023	The service technician repaired the equipment to my satisfaction.	0.00	CallNumber	SC2200665		
bbrown@slimandhuskys.com	12/08/2023	Based upon your experience how likely is it that you would recommend our company to a friend or colleague?	7.00	CallNumber	SC2200665	I would recommend you company, but not that technician. He has been at our office before and another reported not having a positive experience with him.	

SMITH CLOSING & TITLE LLC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
sondra@smithclosingandtitle.com	12/07/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2199204	Sean is the BEST. He is so nice and professional	Liked
shall@smithclosingandtitle.com	12/11/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2202876	Sean is the absolute BEST!!!!	
shall@smithclosingandtitle.com	12/22/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2208468	SEAN is the BEST	

SOUTH CENTRAL REGIONAL MEDICAL CENTER

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
kvanosdol@scrmc.com	12/06/2023	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC2200067	Guy is very friendly and personable. He knows his customers by name and is always professional. We look forward to seeing him when he comes. :)	Liked

SPERO HEALTH

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
lisa.hayden@sperohealth.com	12/13/2023	Would you like an RJ Young representative to contact you ?	2.00	CallNumber	SC2202430	There is no need. The equipment was repaired quickly and efficiently.	Liked

THE MISSISSIPPI METHODIST HOSPITAL & REHABILITATION CENTER INC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
SAIKEN@MMRCREHAB.ORG	12/02/2023	The service technician repaired the equipment to my satisfaction.	0.00	CallNumber	SC2198536	Nothing was fixed and technician stated he did not know anything about the fax and would have to look it up and get back with us.	Liked

TOPP MCWHORTER HARVEY PLLC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
jean@tmhcpas.com	12/11/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2202382	Stephen always does a great job and is very nice and friendly.	Liked

TOWER DEVELOPMENT INC

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
AMANDA@TOWER-HOMES.COM	12/07/2023	The customer care rep was friendly and attentive on the phone (if applicable).	10.00	CallNumber	SC2196246	John was great. He came out to the office in a timely manner then followed up with a phone call a couple of days later to make sure everything was still working properly. We did have a minor issue he was able to resolve remotely. 10/10 on customer service!	Liked

TRINITY INDUSTRIES INC - PLANT 4034

Customer Email	Date Submitted	Question Text	Answer	Survey Type	Reference	Comment	Liked
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katherine.carmon@trin.net	12/07/2023	The service technician repaired the equipment to my satisfaction.	N/A	CallNumber	SC2197594	Not sure how long it is going to take for the machine not to make the black line across the page, so if you could provide me with a timeline before I put in another workorder.
katherine.carmon@trin.net	12/07/2023	Would you like an RJ Young representative to contact you ?	2.00	CallNumber	SC2197594	Please let me know how long it is going to take for the black line to go away.

WEAKLEY COUNTY ELECTRIC COMPANY

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
tlewis@wcmes.com	12/21/2023	Placing a service request was easy and efficient.	10.00	CallNumber	SC2207057	No issues at all. Called the number and was very fast!	
tlewis@wcmes.com	12/21/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2207057	Everything was great!	

WEBB'S REFRESHMENTS INC

<u>Customer Email</u>	<u>Date Submitted</u>	<u>Question Text</u>	<u>Answer</u>	<u>Survey Type</u>	<u>Reference</u>	<u>Comment</u>	Liked
pthurmond@webbsrefreshments.c	12/20/2023	The service technician repaired the equipment to my satisfaction.	10.00	CallNumber	SC2206926	The tech sent out was super nice and helpful!	

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

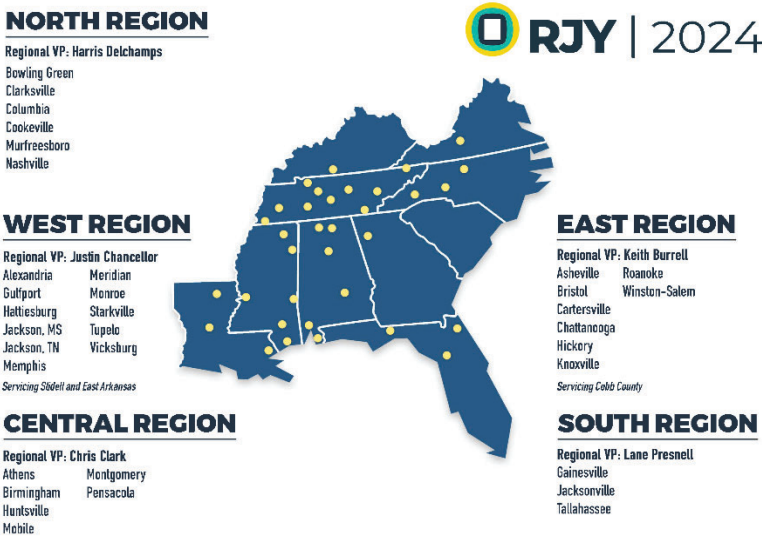
RJ Young: Installation & Training

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

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

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

All value-added services are provided through any of our 34 branches to all customer locations.



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.

Please see the following Quarterly Usage Report.



Alabama Community Colleges Quarterly Usage Report

First Quarter

1/19/23 – 3/31/23

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

Second Quarter

4/1/23 – 6/30/23

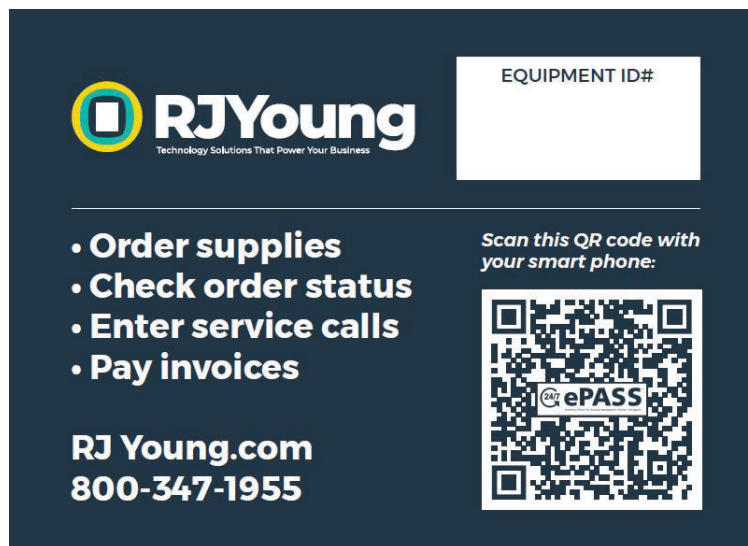
	<u>Assets</u>	<u>Purchase</u>	<u>Lease</u>	<u>Year to Date</u>
Alabama Community College #1 Name:	Asset 1: Ricoh MPC 3504 Asset 2: Ricoh MP 3055 Asset 3: Lex M3250			\$XXXX.XX \$XXXX.XX \$XXXX.XX
Alabama Community College #2 Name:	Asset 1: Ricoh MPC 3504 Asset 2: Ricoh MPC 4504 Asset 3: Ricoh MPC 307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



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.

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



The graphic is a dark blue rectangular tag with white text and a QR code. In the top left corner is the RJ Young logo, which consists of a stylized 'Y' inside a circle, followed by the text 'RJYoung' and the tagline 'Technology Solutions That Power Your Business' in smaller font. To the right of the logo is a white rectangular box labeled 'EQUIPMENT ID#'. Below the logo, there is a list of four bullet points: 'Order supplies', 'Check order status', 'Enter service calls', and 'Pay invoices'. At the bottom left of the tag, the website 'RJ Young.com' and phone number '800-347-1955' are listed. On the right side, there is a QR code with the text 'Scan this QR code with your smart phone:' above it and 'ePASS' written across the bottom of the QR code.

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

- Call dedicated RJY Customer Care phone line: 800-347-1955
- Online by accessing 24/7 ePass™ Customer Portal (ePass™)
- E-mail to CustomerCare@RJYoung.com

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

In addition, RJY can build out a platform to login and access equipment pricing & place orders through ePass.

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

Breadth of Offering

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Primary Account Representative

Anna Simmons
Government & Education Contract Specialist
4001 Farr Road
Bessemer AL 35022
256-263-4044
Anna.Simmons@rjyoung.com

Supervisor

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

References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

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



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

**Lawson State
Community College**
3060 Wilson Road SW
Birmingham, AL 35221
Eula M. Todd
205-929-6337



Copiers, Printers,
Smartboards, & LED
Videowalls

**Bishop State
Community College**
351 N Broad St
Mobile, AL 36603
Steven Onukwuli
251-405-7144



Verkada Physical
Security: Cameras
& Access Control

Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified.

Firm Price - Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

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

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

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.

Anna Simmons
Government & Education Contract Specialist
4001 Farr Road
Bessemer AL 35022
256-263-4044
Anna.Simmons@rjyoung.com

Equipment and Services Schedule

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

RJY acknowledges and will comply.

Scope of Work

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

RJY acknowledges and will comply.

Title Passage

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

RJY acknowledges and will comply.

Quantity Guarantee

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

RJY acknowledges and will comply.

Order of Precedence

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

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

RJY acknowledges and will comply.

Payment Provisions

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

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

- B. Payment of Invoice: Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance. In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.*

- C. Invoices: Invoices shall be submitted to the procuring entity.*

RJY acknowledges and will comply.

Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk 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).

RJY acknowledges and will comply.

Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

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



The graphic features a shield icon with a stylized 'R' inside, composed of concentric yellow, teal, and grey rings. To the right of the shield, the text reads: **We Make It Right™**
Guarantee
Careful attention to customer satisfaction is the reason we've been in business since 1955

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


Chip Crunk
CEO

Price Guarantees

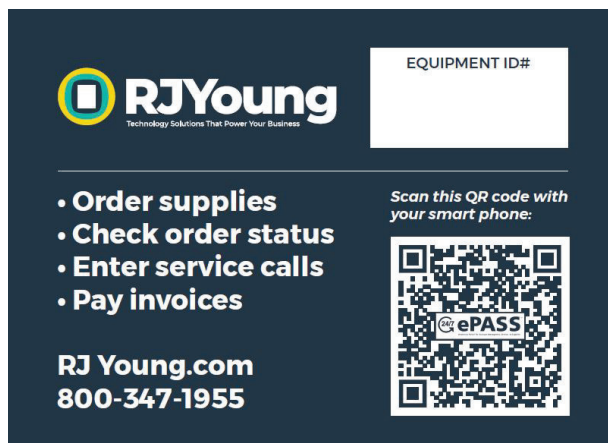
The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date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

RJY acknowledges and will comply.

Technical Support

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

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



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

- Call dedicated RJY Customer Care phone line: 800-347-1955
- Online by accessing 24/7 ePass™ Customer Portal (ePass™)
- E-mail to CustomerCare@RJYoung.com

Product Delivery

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

RJY acknowledges and will comply.

Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

RJY acknowledges and will comply.

Records and Audit

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

RJY acknowledges and will comply.

Use of Subcontractors

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

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

Indemnification

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

The vendor hereby covenants and agrees, at its sole cost and expense during the 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.

RJY acknowledges and will comply.

Website Maintenance

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

RJY acknowledges and will comply.

Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award. System employees are not allowed to accept personal gifts or gratuities.

RJY acknowledges and will comply.

Replacement Parts

Replacement parts may be refurbished with agreement of procuring entity.

RJY acknowledges and will comply.

FCC Certification

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

RJY acknowledges and will comply.

Site Preparation

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

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

Assignment

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

RJY acknowledges and will comply.

Survival

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

RJY acknowledges and will comply.

Lease Agreements

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

RJY acknowledges and will comply.

Vendor Disclosure Statement

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

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011- 535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any 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.

RJY acknowledges and will comply.

See the following pages for the State of Alabama Disclosure Statement in the Financial Documentation section.

Appendix

Please see the following pages for all of RJ Young's product offerings.