



Request for Bid

February 9, 2024 – Bid#: ACCS-2024-01



Alabama Community College System & Alabama Higher Education Joint Purchasing Agreement

MANUFACTURER SUPPLIED TECHNOLOGY EQUIPMENT WITH PERIPHERALS, SOFTWARE, NETWORKING, EQUIPMENT, MAINTENANCE AND PROFESSIONAL SUPPORT SERVICES BID

Submitted By:

Reliant Media LLC
201 Lyon Lane
Birmingham, AL 35211

205-419-7172

www.reliantmediallc.com

Prepared By:

Chad Keathley, Account
Manager

Andrew Butler, Account
Executive

Submitted to:

Alabama Community
College System

ATTN: Joint Purchase
Agreement Initiative

135 South Union Street,
Suite 158

Montgomery, AL 36104

A. LETTER OF TRANSMITTAL



Reliant Media LLC
201 Lyon Lane
Birmingham, AL 35211

February 9, 2024

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

RE: Reliant Media LLC response - Joint Purchase Agreement RFB ACCS-2024-01

Dear Administrator,

Reliant Media LLC is pleased to provide a response to the Alabama Community College System's RFB. We appreciate you providing an opportunity for our organization to be able to work with more Alabama public education institutions through the JPA. This Letter of Transmittal identifies and indicates that Reliant Media LLC is officially submitting our response to RFB# ACCS-2024-01 due by 5:00PM CST on February 9, 2024.

As company President, Chad Keathley is fully authorized to contractually obligate the organization, negotiate the contract on behalf of the organization, and provide clarifications for anything regarding this response or potential contract award. I may be reached at (205) 419-7172.

Reliant Media LLC accepts the Conditions Governing the Procurement and acknowledges receipt of any and all amendments to this RFB.

Respectfully submitted,

Chad Keathley
President
Reliant Media LLC

B. EVALUATION SUBMISSION FORM

Vendor Name: Reliant Media LLC

Date: February 9, 2024

Website Address: <https://www.reliantmediallc.com>

Vendor Contact Information

	Names	Phone Numbers	Email Addresses
Primary Contract Executive	Chad Keathley, Account Manager	(205) 419-7172, Option 1	chad@reliantmediallc.com
Account Executives	Chad Keathley, Account Manager	(205) 419-7172, Option 1	chad@reliantmediallc.com
	Andrew Butler, Account Executive	(205) 419-7172, Ext 1017	abutler@reliantmediallc.com
General Sales Inquiries	Chad Keathley, Account Manager	(205) 419-7172, Option 1	jpa-orders@reliantmediallc.com
Technical Support	Gary Beadles, Client Support Manager	(205) 419-7172, Ext 1002	jpa-support@reliantmediallc.com

Bid Information Index

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D. BID SUMMARY

A bid summary may be included by vendor to provide the Evaluation Committee with an overview of the technical and business features of the response; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the vendor's response.

Reliant Media LLC: Read, acknowledged, and understood. Reliant Media LLC is omitting a bid summary.

E. RESPONSE TO GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 *Acceptance of Conditions Governing the Procurement*

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by the State Code governing Joint Purchase Agreements.

According to Alabama law, any companies, or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

Reliant Media LLC: Read, acknowledged, and understood. Reliant Media LLC does not manufacture hardware or products and therefore does not itself hold an ISO 9001 certification. Our bid response includes products from manufacturers, manufacturing partners, and distributing partners with whom we are an authorized partner under a reseller agreement. As applicable, reseller authorization letters and ISO 9001 certificates are included in this response in **Attachment #3**.

3.2 *Incurring Cost*

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

Reliant Media LLC: Read, acknowledged, and understood.

3.3 Vendor Responsibility

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

Reliant Media LLC: Read, acknowledged, and understood.

3.4 Serving Sub-Contractors

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

Reliant Media LLC: Read, acknowledged, and understood. Reliant Media LLC acknowledges that it may, from time to time, utilize sub-contractors as appropriate to meet the goals and needs of the ACCS and its affiliates.

3.5 Amended Bids

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

Reliant Media LLC: Read, acknowledged, and understood.

3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the

vendor's duly authorized representative addressed to the representative listed above.

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

Reliant Media LLC: Read, acknowledged, and understood.

3.7 Bid Offer Firm

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

Reliant Media LLC: Read, acknowledged, and understood.

3.8 Disclosure of Bid Contents

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

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

Reliant Media LLC: Read, acknowledged, and understood.

3.9 No Obligation

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

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

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

Reliant Media LLC: Read, acknowledged, and understood.

3.10 Legal Review

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

Reliant Media LLC: Read, acknowledged, and understood.

3.11 Governing Law

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

Reliant Media LLC: Read, acknowledged, and understood.

3.12 Basis for Bid

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

Reliant Media LLC: Read, acknowledged, and understood.

3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor

provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

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

Reliant Media LLC: Read, acknowledged, and understood.

3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

Reliant Media LLC: Read, acknowledged, and understood.

3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

Reliant Media LLC: Read, acknowledged, and understood.

3.16 Equipment and Services Schedules

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

Reliant Media LLC: Read, acknowledged, and understood.

3.17 Benefit of Cost Reduction

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

Reliant Media LLC: Read, acknowledged, and understood.

3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

Reliant Media LLC: Read, acknowledged, and understood.

3.19 Fiscal Funding

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

Reliant Media LLC: Read, acknowledged, and understood.

3.20 Insurance

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

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory – Alabama

Employer’s Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability:	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident – combined single limit

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

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

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

Reliant Media LLC: Read, acknowledged, and understood. Our Certificate of Insurance is supplied in **Attachment #2** at the end of the response.

3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No

remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

Reliant Media LLC: Read, acknowledged, and understood.

SPECIFICATIONS

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

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

3.22 Product and Services Delivery Overview

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

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

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

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

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

Reliant Media LLC: Read, acknowledged, and understood. Reliant Media LLC presents the accompanying overview of its product and service offerings.

A. Company Background

Founded in 2014 and headquartered in Birmingham, AL, Reliant Media LLC strives to become the all-in-one technology solutions provider for all its clients. With the majority of our personnel in Birmingham, AL, we also have mobile sales offices in Huntsville, AL, Nashville, TN, and Lexington, KY and have served clients in K-12 private, city, and county systems, Higher Education public universities, local city and county governments, and the Federal government. Our involvement in these markets includes the full spectrum of our offerings from one-off box sales of products or services to value-added full-service installation and configuration of hardware and products.

B. Industry Certifications & Associations

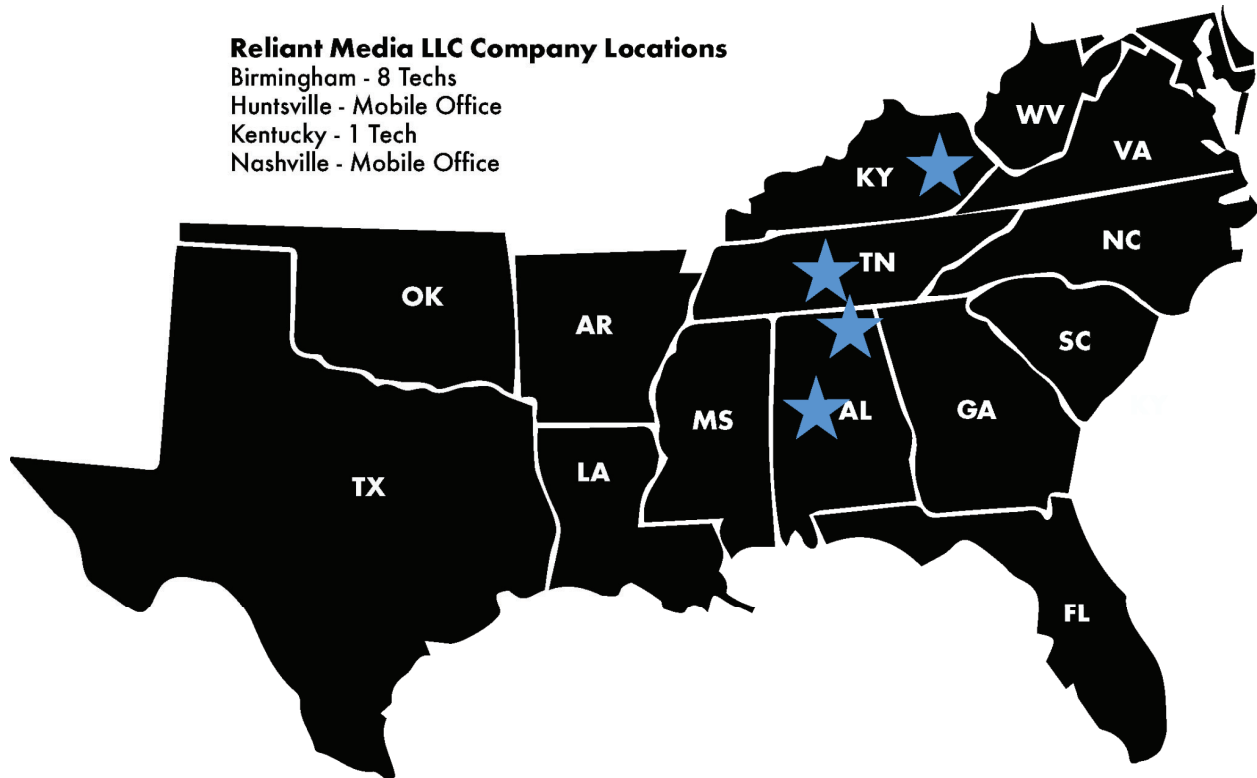
With attention to professional detail and ongoing business development, Reliant Media LLC associates itself with the major credentialing and professional development organizations of our industry. Reliant Media LLC is a member of AVIXA, NSCA, ESA, CompTIA, and BICSI. Prior to the credential's retirement in 2022, Reliant Media LLC was also a certified AV Provider of Excellence (APEX) by AVIXA.

As a company that seeks to develop its personnel in order to provide individual career advancement opportunities and sophistication as a competitive vendor, Reliant Media LLC staff currently hold various certifications from professional organizations in the IT, AV, and Security industries, including AVIXA (CTS, CTS-I, and CTS-D) and ESA, as well as several vendors, including Extron, Crestron, QSC (Q-SYS), Atlona, Meraki, Avigilon, Axis, Sonicwall, Microsoft CSP, Audinate, and several others.

C. Value-Added Technical Service Offerings and Company Map

In addition to dozens of brand offerings in IT, AV, and Security products, Reliant Media LLC is also able to provide technical services to assist with configuration, setup, and maintenance of the products it sells to the System and its affiliates.

From our primary office in Birmingham, AL, Reliant Media LLC can dispatch local service personnel, or provide remote assistance, as any situation calls for per specific client needs.

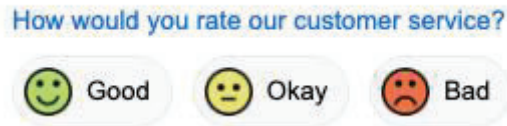


D. Client Service Support & Ticket Resolution

For clients under a maintenance contract, within a warranty period, or receiving support alongside a recent purchase, the Service department of Reliant Media LLC is able to provide ongoing support via experienced technicians through our technical support help desk. ACCS clients may send an email to jpa-support@reliantmediallc.com or contact the main line, (205) 419-7172, to begin the resolution process. Depending on the level of urgency of the submitted ticket, all emailed tickets will receive a response within 48 hours, if not sooner, while we encourage clients with more pressing issues to call directly for the most immediate resolution. While the office staff covering the lines are not technicians, they are internally able to escalate to the right personnel higher priority items as issues occasionally require.

E. Customer Satisfaction

Continuing customer satisfaction is of paramount importance to Reliant Media LLC or the success of the business as a whole would suffer. As such, all support tickets include a satisfaction survey link in the closing response of resolved tickets as pictured below:



F. Standard Warranty Policy & Coverage

In regards to our warranty provisions, products provided by Reliant Media LLC by standard delivery means to the end user, rather than through a project-based installation, will have their respective manufacturer warranties commence on the delivery date to the client. Any products or services provided as a part of a larger installation project will have their warranties commence at the official completion date of the project. In instances where it is desirable, a client may request an extended warranty, and Reliant Media LLC will quote and provide extended warranties, as applicable, when possible.

3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office by email 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 the Internet or other databases that may be used to administer the agreements or support marketing.

Reliant Media LLC: Read, acknowledged, and understood. Reliant Media LLC will provide quarterly reports to the System as required by the RFB. With its styling removed for simpler representation, a sample quarterly report is contained below:

Reliant Media LLC
 201 Lyon Lane
 Birmingham, AL 35211

Quarterly Usage Report for ACCS JPA
 Q1 2024

Client	Product/Service Description	Subtotal	Grand Total
<i>Univ of Alabama</i>			
	Projectors	\$75,000.00	
	Projection Screens	\$45,000.00	
			\$120,000.00
<i>Auburn University</i>			
	Network Switches	\$15,000.00	
	Video Switchers	\$35,000.00	
			\$50,000.00
<i>GRAND TOTAL</i>			\$170,000.00

3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications

and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capabilities. 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.

Reliant Media LLC: Read, acknowledged, and understood. Reliant Media LLC is able to accept and track all purchase orders electronically and maintains via multiple internal cloud-based software systems the relevant pricing, order tracking, ESS, and product specifications required of this RFB. In addition, Reliant Media LLC has been developing an ecommerce website for product selection assistance that we can screen share with the evaluating authorities during any subsequent meetings prior to award.

3.25 Breadth of Offering

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

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Printers
- Monitors
- 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

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

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

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

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

Vendors may propose and provide a wide range of 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

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

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

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

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

Reliant Media LLC: Read, acknowledged, and understood. In response to this RFB, Reliant Media LLC proposes to provide to ACCS, and its affiliates, products and services from the manufacturer and suppliers in the ESS in **Attachment #5**. As Reliant Media LLC seeks to be an all-in-one technology solutions provider to its clients, the brands listed represent extensive offerings of Client Computers, Servers, Monitors, Storage, Networking Equipment, Audio and Video Conferencing Equipment, Multimedia Hardware, VOIP/Unified Communications Solutions, Video Surveillance Solutions, Key and Access Control Equipment, Software, and Professional Services. Technical support services are also available to be provided as needed per the terms described in the details of **Attachment #6**.

3.26 Primary Account Representative

Vendors must identify by name and location both the proposed primary account representative and the marketing supervisor who will be responsible for the performance of the agreement. Any changes to this information must be immediately sent to the Joint Purchase Agreement Administrator.

Reliant Media LLC: Read, acknowledged, and understood. Primary account representatives are:

Chad Keathley

President/Account Manager

Office: 205-419-7172

Email: sales@reliantmediallc.com

Reliant Media LLC

Birmingham, AL

Andrew Butler

Account Executive

Office: 205-419-7172 Ext. 1017

Email: abutler@reliantmediallc.com

Reliant Media LLC

Birmingham, AL

3.27 References

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

Reliant Media LLC: Read, acknowledged, and understood. References from recent projects are provided below:

A. University of Alabama - Tuscaloosa, AL

Mr. Greg McDonald

Manager of AVS

The University of Alabama

Office of Information Technology / Audio Visual Solutions

114 Lloyd Hall

Tuscaloosa, AL 35487

Phone: 205-348-1771

Email: jgmcdonald@ua.edu

Project Scopes: Reliant Media LLC has completed the full integration of several audio visual installations for the UA, providing audio, video, cabling, and control products along with full installation, configuration, and commissioning of the project.

B. Auburn University - Auburn, AL

Mr. John Gober

Manager of Classroom Technology Group

Auburn University

Office of Information Technology

300 Lem Morrison Drive

Auburn, AL 36849

Phone: (334) 844-4944

Email: goberjw@auburn.edu

Project Scopes: Reliant Media LLC has completed the full integration of major audio visual installations for AU in both Auburn and Birmingham, providing audio, video, and cabling products along with full installation of the project.

C. Oak Mountain High School - Birmingham, AL

Mr. Travis Bender

Band Director

Oak Mountain High School

5476 Caldwell Mill Rd

Birmingham, AL 35242

Phone: (205) 682-5200

Email: tbender@shelbyed.org

Project Scopes: Reliant Media LLC has completed several projects over the years for OMHS, including video projection installations, sound system upgrades, wireless video presentation installations, and audio visual maintenance.

D. Helena High School - Helena, AL

Mr. Brent McCaleb

Assistant Principal

Helena High School

1310 Hillsboro Pkwy

Helena, AL 35080

Phone: (205) 682-3650

Email: bmccaleb@shelbyed.org

Project Scopes: Reliant Media LLC recently completed a new gym sound system installation, with new speakers, amplifiers, wireless microphones, soundboard, and Bluetooth accessories. Additional projects on campus include wireless video presentation installations as well as audio visual maintenance of older systems.

3.28 Pricing Level and Guarantee

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

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

Reliant Media LLC: Read, acknowledged, and understood. Reliant Media LLC proposes the accompanying discounts for the manufacturers and suppliers we are submitting in this response as listed in **Attachment #6**. The Attachment also includes descriptions of Reliant Media LLC labor rates.

3.29 Oral Presentation and Demonstration

If selected as a finalist, vendors agree to provide the Evaluation Committee with 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.

Reliant Media LLC: Read, acknowledged, and understood.

3.30 Equipment and Services Schedule

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

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

Reliant Media LLC: Read, acknowledged, and understood. The full Equipment and Services Schedule (ESS) is provided in **Attachment #5** on the accompanying USB drive, with reference to all manufacturers and suppliers noted in 3.28.

3.31 Scope of Work

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

offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

Reliant Media LLC: Read, acknowledged, and understood.

3.32 Title Passage

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

Reliant Media LLC: Read, acknowledged, and understood.

3.33 Quantity Guarantee

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

Reliant Media LLC: Read, acknowledged, and understood.

3.34 Order of Precedence

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

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

Reliant Media LLC: Read, acknowledged, and understood.

3.35 Payment Provisions

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

- A. Acceptance

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

B. Payment of Invoice

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

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

C. Invoices

Invoices shall be submitted to the procuring entity.

Reliant Media LLC: Read, acknowledged, and understood.

3.36 Shipment and Risk of Loss

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

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

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

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

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

Reliant Media LLC: Read, acknowledged, and understood.

3.37 Warranties

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

Reliant Media LLC: Read, acknowledged, and understood. To clarify to the fullest extent, see *Standard Warranty Policy & Coverage* as part of our response in 3.22 for additional comments.

3.38 Price Guarantees

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

Reliant Media LLC: Read, acknowledged, and understood.

3.39 Technical Support

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

Reliant Media LLC: Read, acknowledged, and understood. Additional details regarding technical support are described above in 3.22.

3.40 Product Delivery

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

Reliant Media LLC: Read, acknowledged, and understood.

3.41 Impracticality of Performance

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

Reliant Media LLC: Read, acknowledged, and understood.

3.42 Records and Audit

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

Reliant Media LLC: Read, acknowledged, and understood.

3.43 Use of Subcontractors

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

Reliant Media LLC: Read, acknowledged, and understood.

3.44 Indemnification

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

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.

For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents, and assigns.

Reliant Media LLC: Read, acknowledged, and understood.

3.45 Website Maintenance

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

Reliant Media LLC: Read, acknowledged, and understood.

3.46 Ethics

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

Reliant Media LLC: Read, acknowledged, and understood.

3.47 Replacement Parts

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

Reliant Media LLC: Read, acknowledged, and understood.

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.

Reliant Media LLC: Read, acknowledged, and understood.

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.

Reliant Media LLC: Read, acknowledged, and understood.

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.

Reliant Media LLC: Read, acknowledged, and understood. All payments received under this agreement, or portions thereof, may be freely assigned by Reliant Media LLC without prior written notice or consent to a procuring entity or organization.

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.

Reliant Media LLC: Read, acknowledged, and understood.

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.

Reliant Media LLC: Read, acknowledged, and understood.

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.

Reliant Media LLC: Read, acknowledged, and understood. This documentation is supplied below in **Attachment #1**.

BID FORMAT AND ORGANIZATION

4.1 Bid Format

All bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

Reliant Media LLC: Read, acknowledged, understood, and supplied.

4.1.1 Bid Organization

The bid response must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- A. Letter of Transmittal
- B. Evaluation Submission Form
- C. Table of Contents
- D. Bid Summary (optional)
- E. Response to General Requirements and Specifications

Within each section of the bid, vendors should address the items in the order in which they appear in this RFB.

Any bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. A bid summary may be included by vendor to provide the Evaluation Committee with an overview of the technical and business features of the response; however, this material will not be used in the

evaluation process unless specifically referenced from other portions of the vendor's response.

Reliant Media LLC: Read, acknowledged, understood, and supplied.

4.1.2 Letter of Transmittal

Each response must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- A. Identify the submitting organization
- B. Identify the name and title of the person authorized by the organization to contractually obligate the organization
- C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- D. Identify the names, titles, and telephone numbers of persons to be contacted for clarification
- E. Explicitly indicate acceptance of the Conditions Governing the Procurement
- F. Be signed by the person authorized to contractually obligate the organization
- G. Acknowledge receipt of any and all amendments to this RFB.

Reliant Media LLC: Read, acknowledged, understood, and supplied.

4.1.3 Financial Documentation

(See Forms & Examples 6.4 Appendix) Each response MUST be accompanied with the following documentation:

- 1. State of Alabama Disclosure Statement (Notarized)
- 2. Certificate of Compliance
- 3. Immigration Status Form
- 4. Current W-9
- 5. E-Verify Memorandum of Understanding with Articles (13 Pages)
- 6. Vendor Setup Form and Certification Regarding Debarment Form

Reliant Media LLC: Read, acknowledged, understood, and supplied at the end of our response in Appendix #1.

EVALUATION

5.1 Evaluation Process

All responses will be reviewed for compliance with the mandatory requirements stated within the RFB. Bids deemed non-responsive will be eliminated from further consideration.

The System may contact the vendor for clarification of the response.

The Evaluation Committee may use other sources of information to perform the evaluation.

Responsive bids will be evaluated on factors that have been assigned a point value. The responsible vendor(s) with the highest scores will be selected as finalist(s) based upon the bids submitted. The responsible vendors, whose bids are most advantageous, taking into consideration the evaluation factors, will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. This procurement is expected to result in a multiple source award. The right to reject any or all bids, or any portions thereof, is reserved.

Reliant Media LLC: Read, acknowledged, understood, and supplied.

APPENDICES

6.1 Appendix A - Alabama Community College System Institutions and Other MOU Participants

Reliant Media LLC: Reliant Media LLC reads, understands, and accepts that these institutions currently represent the ACCS along with various MOU Participants.

6.2 Appendix B – Example Map

Reliant Media LLC: A company map is included in our response in section 3.22.

6.3 Appendix C – Example Required Usage Report

Reliant Media LLC: A sample report is included in our response in section 3.23.

6.4 Appendix D - Vendor Disclosure, Immigration Compliance and Financial Forms

Reliant Media LLC: All required documentation is included at the end of our response in Appendix #1.

6.5 Appendix E - Evaluation Submission Form

Reliant Media LLC: All required information is included above in our response to Section B.

ATTACHMENTS

Per various requirements of the response, the following attachments are provided as required:

Attachment #1 - Financial Documentation & Vendor Disclosure Form

- 1. State of Alabama Disclosure Form (Notarized)**
- 2. Certificate of Compliance**
- 3. Immigration Status Form**
- 4. Current W-9**
- 5. E-Verify Memorandum of Understanding with Articles**

Attachment #2 - Insurance Certificate

Attachment #3 - ISO 9001 Certificates, Reseller Authorization Letters