Venture Technologies Response
(Amended Copy—November 2014)

In Reply to:

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

Prepared for:

Alabama Community College System &
Alabama Higher Education
Joint Purchasing Agreement

Opening Date: November 21, 2013
Please contact the following information owner for clarification or additional information:

Todd Clark  
Venture Technologies  
Account Manager  
2200 Riverchase Center Drive  
Suite 606  
Birmingham, AL 35244  
Phone: 205.989.0105  
Toll Free: 800.844.8895  
taclark@ventech.com

www.ventech.com
Response to Bid # ACCS-2014-01

Venture Technologies is extremely pleased to present this proposal for your evaluation and consideration.

Please note that the information contained in this proposal is proprietary and confidential to Venture Technologies, and is furnished in confidence to you with the understanding that it will not, without the express written permission of Venture Technologies, be used or disclosed for other than proposal evaluation purposes.

Thank you for considering Venture Technologies for this exciting opportunity. We look forward to further assisting you with your technology requirements.

The ACCS’s request for proposal is incorporated in Venture Technologies’ response for reference. Venture Technologies will respond to each outline point in this RFP by providing the information requested, or by indicating, “ACKNOWLEDGED,” “WILL COMPLY,” “AGREED” or “EXCEPTION”, as appropriate.

INTRODUCTION

1.1 Purpose of This Request for Bid

The Alabama Community College System (ACCS) is partnering with other Alabama Higher Education entities to request bids from technology equipment manufacturers and/or dealers on behalf of the System institutions and other authorized entities. The ACCS is comprised of the twenty-two (22) community colleges, three (3) technical colleges, one (1) military institution, and the Alabama Technology Network (Appendix A). Any institutions or programs that may be acquired or added to the ACCS during the life of this contract will automatically be added as entities eligible to procure products off of the contract. Any four year institution who wishes to join during the life of this contract may be added as an eligible entity. Additionally, the public, two & four year institutions listed in Appendix A are also eligible to purchase from this contract.

Each entity will generate its own purchase orders, payments, etc., and delivery must be made according to the instructions on the purchase order. The intent of this request is to establish an annual contract for technology related equipment to be purchased on an as needed basis for the listed entities as needs arise during the contract period.

The purpose of this Request for Bid (RFB) is to establish a contract on a competitive basis with qualified technology equipment suppliers, distributors, and/or manufacturers who shall directly supply technology equipment and value-added
professional services, including software and peripherals, and maintenance and support services to qualified purchasers. Peripheral and component manufacturers are excluded from this procurement.

The thrust of the RFB is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama with administrative savings that will result from the maintenance of a single, comprehensive contract for each selected vendor.

This RFB is prepared under the authority of ACT No. 2003-392.

This procurement will result in a multiple source award.

Term - the term of this agreement will be twelve (12) months with two (2) additional twelve- (12) month options.

ACKNOWLEDGED

1.2 Summary Scope of Work

The selected vendor(s) shall accept purchase orders from and deliver technology equipment, including general-purpose software and peripherals, to authorized procuring entities. Vendors are required to provide maintenance services on equipment that is purchased. Optionally, vendors may provide installation, training and support services directly related to the efficient use or operation of the purchased equipment.

ACKNOWLEDGED

1.3 Scope of Procurement

The scope of procurement includes a wide range of manufacturer supplied technology equipment, including peripherals, general-purpose software, maintenance, professional consulting services, and support services. Vendors shall not provide any form of application development services under the terms and conditions of the contract. Educational offerings including special purpose educational software and hardware configurations are included. All other forms of application specific software programs or suites of programs are excluded.

ACKNOWLEDGED

1.4 Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Desirable” includes terms such as “may”, “can”, “should”, “preferably”, or “prefers” to identify a sought-after, but discretionary, item or factor.

“Equipment” refers to all technology-related equipment, including but not limited to desktop and laptop computers, servers, workstations, printers, displays, peripherals, LAN hardware, video-conferencing systems, multimedia and computer related hardware components and spare parts.
“Evaluation Committee” means a body appointed to perform the evaluation of vendor responses.

“Finalist” is defined as a vendor who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

“General purpose” includes, but is not limited to, the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for System usage is included.

“Local-Area-Network” (“LAN) refers to a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings. The communications devices that are required to transmit data between buildings via a public or private network are included.

“Mandatory” includes terms “must”, “shall”, “will”, “is required”, or “are required” to identify a compulsory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the vendor's bid.

“Manufacturer” means the company that designs, assembles and/or markets technology equipment including servers, workstations, desktop and/or laptop personal computers.

“Vendor” is a technology equipment manufacturer who chooses to submit a bid.

“Request for Bid” or “RFB” means all documents, including those attached or incorporated by reference, used for soliciting bid.

“Responsible vendor” means a company who submits a responsive bid furnishing, when required, information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

“System” means any and all entities comprising the Alabama Community College System.

“Universal Resource Locator” or “URL” means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

ACKNOWLEDGED

CONDITIONS GOVERNING THE PROCUREMENT

2.1  Explanation of Events

The following paragraphs describe the activities listed in the sequence of events.

ACKNOWLEDGED
2.1.1 Issue of RFB

This RFB is being issued by Alabama Community College System (the "System").

ACKNOWLEDGED

2.1.2 Clarification and Responses

Potential vendors may submit written requests (letter, fax or email) as to the intent or clarity of the RFB. Requests for clarification are to be addressed to the Joint Purchase Agreement Administrator as follows:

Alabama Department of Postsecondary Education
Attn: ITS
Post Office Box 302130
Montgomery, AL 36130-2130
Email: JPA-Notification@dpe.edu
Fax: 334-293-4548

ACKNOWLEDGED.

2.1.3 Deadline to Submit Written Questions

Potential vendors may submit written questions as to the intent or clarity of the RFB until close of business on November 13, 2013.

ACKNOWLEDGED

2.1.4 Response to Written Questions/RFB Amendments

Written responses to written questions and any RFB amendments will be posted online at http://www.accs.cc/jpa.aspx

ACKNOWLEDGED

2.1.5 Submission of Bid

Two (2) paper copies and an electronic copy (CDROM or USB drive) of the bid responses are required with a completed Evaluation Submission form (Appendix E). Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy “must” be marked as “original” with the company officer’s signature. The electronic copy of the bid response should be a single PDF file that mirrors the bound, paper copies.

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. The results will not be available to vendors until after an award is made. Bid results and tabulations will not be made available by telephone or mail. Information pertaining to complete files may be secured by visiting the Department of Postsecondary Education during normal working hours.

The bid opening will be held on Thursday, November 21, 2013 at 4:00 PM CST in the Board Room at the Alabama Center for Postsecondary Education (135 South Union Street, Fifth Floor, Montgomery, Alabama).
Sealed bids are to be addressed to the physical mailing address in the following manner:

Joint Purchase Agreement Initiative  
135 South Union Street  
Suite 520  
Montgomery, Alabama 36104

It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver inquiries in writing to the Administrator as noted per section.

Written replies of general significance will be posted online. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

All information shall be entered in ink or typewritten in the appropriate space on the bid. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign all bids in ink; failure to do so will result in rejection of response.

**ACKNOWLEDGED**

2.1.6  Bid Evaluation

An Evaluation Committee will perform the evaluation of bids.

**ACKNOWLEDGED**

2.1.7  Selection of Finalists

The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations or equipment demonstrations will be determined at this time (if deemed necessary).

**ACKNOWLEDGED**

2.1.8  Clarification from Finalists

Finalists may be asked to submit clarification to their bids (if deemed necessary).

**ACKNOWLEDGED**

2.1.9  Contract Award

After review of the Evaluation Committee, the System will award contracts to the most advantageous vendors.

Bids that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFB will be selected for award. No minimum or maximum number of awards has been predetermined.

**ACKNOWLEDGED**
GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1 Acceptance of Conditions Governing the Procurement

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

ACKNOWLEDGED AND ATTACHED BELOW
PROMETHEAN ISO CERTIFICATE

CERTIFICATE OF APPROVAL

This is to certify that the Quality Management System of:

Promethean Technology (Shenzhen) Ltd.
Building A5, A12, Tong Fu Yu Industrial Zone,
Guiyue Road, Aobei Community, Guanlan Street,
Bao’an District, Shenzhen, Guangdong Province,
People’s Republic of China

has been approved by Lloyd’s Register Quality Assurance

to the following Quality Management System Standards:

ISO 9001:2008

The Quality Management System is applicable to:

The manufacture, supply and support of
interactive learning solutions products.

Approval
Certificate No: QAC0061103

Original Approval: 17 March 2007
Current Certificate: 1 June 2013
Certificate Expiry: 30 May 2016

Issued by: Lloyd’s Register Quality Assurance (Shanghai) Co., Ltd.
for and on behalf of Lloyd’s Register Quality Assurance Limited

This document is subject to the provision on the reverse
Room 2018, Ocean Tower, 550 Yan An Dong Road, Shanghai, P. R. China.
For and on behalf of 71 Fenchurch Street, London EC3M 4BS United Kingdom. Registration number 1879370

This approval is carried out in accordance with the LRQA assessment and certification procedures and monitored by LRQA.
The use of the UKAS Accreditation Mark indicates Accreditation in respect of those activities covered by the Accreditation Certificate Number 061

001
Lifesize ISO Certificate

CERTIFICATE

This is to certify that

Benchmark Electronics (M) Sdn. Bhd.
Free Industrial Zone, Phase I
11900 Bayan Lepas
Pulau Pinang
Malaysia

with the organizational units/sites as listed in the annex

has implemented and maintains a **Quality Management System**.

Scope:
Design, development, manufacture and test of electro-mechanical products for computer systems, medical, test and measuring equipment and industrial process control equipment and its application.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

**ISO 9001 : 2008**

Certificate registration no. 10012612 QM08
Date of original certification 2013-08-07
Date of certification 2013-09-12
Valid until 2016-09-11

UL DQS Inc.

[Signature]
Ganesh Rao
Managing Director

Accredited Body: UL DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA
Brocade ISO Certificate

Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2008

This is to certify that:

Foxconn Assembly LLC.
8801 Fallbrook Dr.
Houston
Texas
USA

Hold Certificate No: FM 61594
and operates a Quality Management System which complies with the requirements of ISO 9001:2008 for the following scope:

1.1 The printed circuit board assembly, manufacture and service.
1.2 The assembly of electronic and computer related products.
1.3 The refurbishment of computer and related products.
1.4 The after service for electronic and computer related products.

For and on behalf of BSI:

Managing Director BSI Taiwan, Peter Pu


This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract.
An electronic certificate can be authenticated online.
Printed copies can be validated at www.bsi-global.com/CertDirectory or telephone +44 (0)20856-0333.

Taiwan Headquarter: 9th Floor, No. 39, Ji-Hu Rd., Neihu Dist., Taipei 114, Taiwan, R.O.C.
BSI Taiwan is a subsidiary of British Standards Institution.
CERTIFICATE

The Certification Body of
TÜV SÜD AMERICA INC.

hereby certifies that

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706

(All facilities listed on Appendix)

has implemented a Quality Management System
in accordance with:

ISO 9001:2008

The scope of this Quality Management System includes:

Design, Development, Manufacturing
Operations, Sales, Services and
Support for Networking Solutions
and Communications Products

Certificate Expiry Date: January 27, 2015
Certificate Registration No: 951 00 0875
Effective Date: January 16, 2013

[Signature]

Gary Minks
VP, Regulatory Affairs

TÜV SÜD AMERICA INC • 10 Centennial Drive • Peabody, MA 01960 USA • www.TUVamerica.com TÜV®
LENNOVO GROUP LTD.

Executive HQ: 1009 Think Place Morrisville, NC 27560 USA

PLEASE SEE APPENDIX FOR ADDITIONAL CERTIFIED LOCATIONS

Bureau Veritas Certification certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below

Standards

ISO 9001:2008

Scope of certification

Design, development, manufacturing fulfillment, marketing, sales and services of Lenovo computer products and devices

Certification cycle start date: 17 June 2013

Subject to the continued satisfactory operation of the organization’s Management System, this certificate expires on: 16 June 2016

Certificate No. US005905-1

Certification Authority

Certification body address: Brandon House, 180 Borough High Street, London SE1 1LB, United Kingdom

Local office: Bureau Veritas Certification North America, Inc. 300 Benmar Drive, Houston, Texas, USA

www.us.bureauveritas.com/bv

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check the certificate validity please call +(800) 637-0311.
Response to Bid # ACCS-2014-01

APC ISO Certificate

This is to certify that the Quality Management System of:

American Power Conversion - HQ
132 Fairgrounds Road
West Kingston, RI 02892
(See appendix for additional locations)

applicable to:
Design, manufacturer, assembly, test, storage, distribution, and customer support of uninterruptible power supplies and other data availability solutions

has been assessed and registered by NQA against the provisions of:

ISO 9001: 2008

This registration is subject to the company maintaining a quality management system, to the above standard, which will be monitored by NQA.

Certificate Number: 6364
EAC Code: 19
First Issued: August 2, 1993
Valid Until: June 15, 2015
Reissued: June 15, 2012

Head of NQA

The use of the UKAS Accreditation Mark indicates accreditation in respect of those activities covered by the accreditation certificate number 015 held by NQA. NQA is a trading division of Ascertiva Group Ltd, Registration No. 02813612. Registered Office: Warwick House, Houghton Hall Park, Houghton Regis, Dunstable LU5 5ZX
EMC ISO Certificate

This is to certify that the Quality Management System of

EMC Corporation
Corporate Headquarters: 176 South Street, Hopkinton, MA 01748

(See appendix for all facilities)

applicable to:

Design, manufacture, servicing and customer support of computer storage products

has been assessed and registered by
National Quality Assurance Limited against the provisions of

BS EN ISO 9001:2008

This registration is subject to the company maintaining a quality management system, to the above standard, which will be monitored by NQA

Certificate Number: 6810
EAC Code: 19
First Issued: August 25, 1992
Valid Until: November 12, 2013
Reissued: July 1, 2011

Head of NQA

Certificate of Registration

HP ISO Certificate
Barracuda
October 29, 2014

Re: Authorized Partner

To Whom It May Concern:

As of the date of this letter Venture Technologies is authorized to sell Aerohive’s full line of Wireless Access and Networking products as well to sell and/or perform professional and/or technical services including the installation, repair, maintenance, or training on the products. Should you require any additional information, please feel free to contact me at kmills@aerohive.com or 630-258-2119.

Sincerely,

Kurt Mills
VP Channel Sales
Aerohive Networks, Inc.
Management system as per
ISO 9001 : 2008

In accordance with TÜV NORD CERT procedures, it is hereby certified that

SENAO NETWORKS, INC.
No. 5008528, Fusing 3rd Rd., Hwa-Ya Technical Park, Kuei-Shan Hsiang, Taoyuan County, Taiwan, R.O.C.

applies a management system in line with the above standard for the following scope

Design and Manufacturing of Cordless Phones, Wireless LAN Products and Network Equipments

Certificate Registration No. 44 100 082580
Audit Report No. 2.5-0183/2012

Valid until 2014-12-03
Initial Certification 2008-12-04

TÜV ASIA PACIFIC LIMITED
Unit 01-03 26F Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong
2012-02-05

Certification Body at TÜV NORD CERT GmbH
This certification was conducted in accordance with the TÜV NORD CERT auditing and certification procedures and is subject to regular surveillance audits.

TÜV NORD CERT GmbH Langemerckstrasse 20 45141 Essen www.tuev-nord-cert.com
CERTIFICATE

TUV Rheinland of North America, Inc.
1300 Massachusetts Avenue, Suite 103, Boxborough, MA 01719

Hereby certifies that

mbx systems

1101 Brown Street
Wauconda, IL 60084

has established and applies a quality management system for the

Manufacture of Custom Server Appliances

An audit was performed and documented in Report No 2856. Proof has been furnished that the requirements according to

ISO 9001: 2008

are fulfilled.

Further clarification regarding the scope of this certificate and the applicability of ISO 9001: 2008 requirements may be obtained by contacting TRNA.

Certificate Registration No.

74 300 2856

Certificate Effective Date
June 5, 2012

Certificate Expiration Date
June 4, 2015

Revised 5/17/2012
Certification Decision Date 5/16/2012

[Signature]
Certification of Management Systems
3.2  *Incurring Cost*

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

**ACKNOWLEDGED AND AGREED**

3.3  *Vendor Responsibility*

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

**ACKNOWLEDGED AND AGREED**

3.4  *Serving Subcontractors*

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.

**ACKNOWLEDGED AND AGREED**

3.5  *Amended Bids*

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

**ACKNOWLEDGED AND AGREED**

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.

No response may be withdrawn for a period of thirty (30) days after scheduled closing date and time for receipt. The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.
ACKNOWLEDGED AND AGREED

3.7 Bid Offer Firm

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

ACKNOWLEDGED AND AGREED

3.8 Disclosure of Bid Contents

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

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

ACKNOWLEDGED

3.9 No Obligation

This procurement 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 this agreement effective the last day of any agreement year following the initial term.

ACKNOWLEDGED

3.10 Legal Review

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

ACKNOWLEDGED AND AGREED

3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and 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. The final agreement shall be governed and construed in accordance with the laws of the State of Alabama.

ACKNOWLEDGED AND AGREED

3.12 Basis for Bid

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

ACKNOWLEDGED

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

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

ACKNOWLEDGED

3.14 Vendor Qualifications

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

ACKNOWLEDGED AND AGREED

3.15 Change in Vendor Representatives

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

ACKNOWLEDGED AND AGREED

3.16 Equipment and Services Schedules

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

ACKNOWLEDGED AND WILL COMPLY.
3.17 Benefit of Cost Reduction

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

ACKNOWLEDGED AND AGREED

3.18 Bid Terms

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

ACKNOWLEDGED AND AGREED

3.19 Fiscal Funding

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

ACKNOWLEDGED

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 requirements:

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory – Alabama</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$2,000,000 (each employee, each accident and policy limit)</td>
</tr>
<tr>
<td>Commercial General Liability:</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$2,000,000 each accident - combined single limit</td>
</tr>
</tbody>
</table>

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 that the vendor fails to maintain and keep in force the insurance and Worker's Compensation coverage as herein provided, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy (ies) so that each is independently protected to the face amount of the policy.

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

ACKNOWLEDGED AND AGREED.

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 requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

ACKNOWLEDGED AND AGREED

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.

ACKNOWLEDGED

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.

Venture Technologies location map and employee breakdown are below.

Venture Technologies currently has 102 Total Employees. A breakdown of each location is below:

| Headquarters: Ridgeland, MS  
860 Centré Street  
Ridgeland, MS 39157-4501  
Phone: 601.956.5440  
Toll Free: 800.844.8895  
Fax: 601.956.3750 | Birmingham, AL  
2200 Riverchase Center Dr.  
Suite 606  
Hoover, AL 35244  
Phone: 205.989.8484  
Toll Free: 888.822.7287  
Fax: 205.989.8801 | Baton Rouge, LA  
8545 United Plaza Blvd.  
Building 3, Suite 310  
Baton Rouge, LA 70809  
Phone: 225.928.9585  
Fax: 225.923.5526 |
|---|---|---|
| **42 Employees**  
--15 Sales  
--17 Engineers  
--10 Admin/Management | **12 Employees**  
--6 Sales  
--3 Engineers  
--3 Admin/Management | **15 Employees**  
--5 Sales  
--8 Engineers  
--2 Admin/Management |
Venture Technologies provides a vast range of product solutions and services to our customer base. Our general company overview and Education Solutions brochures are below:

**About Venture Technologies**

Venture Technologies is an IT solutions company founded in 1986 by Gerard Gibert, CDP, and Norman Katool. The company is headquartered in Ridgeland, MS and serves private and public sector clients across the Southeast with locations in Alabama, Florida, Louisiana, Mississippi, and Tennessee. Venture helps organizations achieve excellence through a variety of IT solutions:

**Premise Solutions** - Venture offers an array of premise infrastructure solutions that transcend the IT infrastructure spectrum. We work with organizations of all sizes to design and implement robust, secure, and reliable platforms that align your IT environment with your overall business needs and objectives.

- Network Infrastructure
- Wireless Networking
- Network Security
- Servers, Storage, and Virtualization
- Private Clouds
- Product Fulfillment

**Collaboration Solutions** - Collaboration Solutions help your organization save time and money by connecting people, information, and teams through a comprehensive suite of unified communications tools. Boost productivity, accelerate decision-making, and improve business processes by establishing a comprehensive collaboration environment for co-workers, partners, vendors, and customers—including mobile workers.

- Voice and Unified Communications
- Collaboration Tools
  - HD Video Conferencing and TelePresence
  - Web Conferencing
  - Enterprise Social Software
- Digital Media

**VTCloud Services** - Venture provides a variety of cloud-based services that relieve organizations from the burden and expense of owning, operating, and maintaining in-house IT assets. Venture’s Cloud (VTCloud) is housed in our 10,000 sp. ft., SOC 2 Type II Audited Data Center in at the Mississippi e-Center on JSU’s campus in Jackson, MS. Services include:

- Hosted Apps
- Hosted Email
- UCloud (Hosted VoIP)
- Colocation
• Infrastructure-as-a-Service
• Business Continuity
• Watch (Monitoring, Security, and Remediation)

Working as a team, Venture’s account managers, project managers, solutions architects, and engineers design and implement solutions that align with an organization’s business objectives. Consistent with industry best practices, Venture utilizes a proven solution methodology, consistent with industry best practices, that ensures successful project completion on time and within budget.

Locations

Venture Technologies is incorporated in the state of Mississippi as an S Corporation. Venture’s corporate name is G.K.R. Systems, Inc., dba Venture Technologies. Currently there are 93 employees on staff in the following office locations:

Jackson, Mississippi (Data Center at the MS e-Center)
Dallas, Texas (Additional Data Center for added fault tolerance)
Ridgeland, Mississippi
Cordova, Tennessee
Birmingham, Alabama
Baton Rouge, Louisiana

Venture’s V-Pledge

V-Pledge: You can count on Venture Technologies to listen and understand your unique needs and to design solutions that align with your business objectives. We pledge only to make commitments that we can keep and to deliver IT solutions on-time and within budget through our highly skilled, resourceful staff. At Venture, common sense, reason, and fairness frame our relationship with everyone we serve. It all comes down to treating you the way we would like to be treated—with respect and integrity.

Unique Qualifications

• Cisco for Customer Satisfaction Excellence for seven consecutive years, compiling an overall rating of 4.862 out of 5. In 2012, our rating was 4.92
• Twenty-seven consecutive years of profitable operations
• Average tenure of Venture staff of 9 years
• CRN’s Tech Elite 250
• CRN’s SP500 (Formerly VAR500)
• MS Business Journal’s Top 100 Private Businesses in Mississippi
• MS Business Journal’s 2011 and 2012 “Best Places to Work”

Mission, UVP, Values, Vision

Mission
To solve business problems by providing world-class information technology products and services through a team of highly motivated professionals committed to excellence.

Unique Value Proposition
With the Golden Rule as our guiding principle, Venture Technologies helps organizations achieve excellence by delivering premise and cloud based IT solutions that offer lasting value.

Values
• Treat Others as We Would Want to be Treated
• Add Value to Everything We Do
• Act with Integrity
• Do it Right the First Time
• Be Resourceful
• Take Ownership and Make Things Happen

Vision
To be the leading IT Solutions Provider in the markets we serve. Our solutions will consist of an array of customer premise networking solutions and Data Center–based Managed Services that drive organizational excellence. We will constantly evaluate new information technologies for inclusion in our solutions portfolio. We will only offer solutions that we can effectively market, implement and support at an ROI that satisfies our business objective. We will deliver the best customer experience possible in every event, work product, task and project undertaken.
Premise Solutions

Venture offers an array of infrastructure solutions for education. We work with educational institutions of all sizes to design and implement robust, secure, and reliable platforms that align your environment with your needs and objectives.

- Network Infrastructure
- Wireless Networking
- Network Security
- Servers, Storage, and Virtualization
- Private Clouds
- Product Fulfillment (desktops, printers, tablets, etc...)

Collaboration Solutions

Venture provides customized solutions for educational institutions to improve collaboration between students, encourage interaction, prepare students for the modern workplace, and improve internal efficiencies.

- Interactive Whiteboards
- Projectors and Displays
- Digital Signage
- Video Distribution (IPTV and Video on Demand)
- Enterprise Social Software
- Voice and Unified Communications
- HD Video Conferencing

VTCloud Services

Venture provides a variety of cloud-based services that relieve educational institutions from the burden and expense of owning, operating, and maintaining in-house IT assets. Venture’s Cloud is housed in our SAS 70 Type II Certified Data Center.

- Hosted Email
- Hosted Apps
- UCloud (Hosted Voice and Unified Communications)
- Collocation
- IaaS (Dedicated Servers, Virtual Desktops, Storage & Backup)
- Business Continuity
- Watch (Monitoring, Security, and Remediation)
The Venture Experience

Venture Technologies is a different kind of IT solutions company. With the Golden Rule as our guiding principle, Venture helps educational institutions achieve excellence by delivering premise and cloud-based IT solutions that offer lasting value. We deploy solutions that improve productivity, optimize resources, and maximize their ROI, ensuring that our customers receive the best experience possible throughout every phase of the IT lifecycle.

Preparation/Needs Analysis – We always listen first to understand your unique needs. Your questions are important, and we pay attention to even the smallest details. Before moving on to the design/proposal phase, we confirm our understanding by restating your needs and objectives with you.

Design/Proposal – Our experienced systems architects custom-tailor solutions for your unique needs. As an integrator with dozens of partners, we design solutions based on a “best-in-class” approach. Our solutions are clear, concise, and a reflection of your stated objectives.

Implementation – Our certified project managers and engineers employ industry-standard methodology to ensure successful project completion. Our commitment to transparency ensures that you are continuously aware of project status—including challenges, risks, and resolution plans. We work to minimize disruptions, and we remain respectful of the value and criticality of our work and your IT systems. We complete the final 10% of every job with the same effort and diligence as we devote to the initial 90%.

Support/Quality Assurance – Once implemented, we work with you to ensure your solution is optimized for maximum performance and value. We then design a comprehensive support plan that keeps your system productive for the long term while maximizing your return on investment.

Account Management – Throughout the entire process, your account manager serves as a single point of contact for all aspects of your project. Our account managers are resourceful, responsive, and thorough, and your complete satisfaction is their paramount objective.

V-Pledge: You can count on Venture Technologies to listen and understand your unique needs and to design solutions that align with your business objectives. We pledge only to make commitments that we can keep and to deliver IT solutions on-time and within budget through our highly skilled, resourceful staff. At Venture, common sense, reason, and fairness frame our relationship with everyone we serve. It all comes down to treating you the way we would like to be treated—with respect and integrity.
Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Venture Technologies operates a 24x7x365 HelpDesk that can be used for initially reporting a technical problem. Our processes have been refined over the years and are very well defined. Our current Call Handling Procedures are as follows:

**Venture’s Call Handling Procedures**

This document provides information regarding Venture Technologies’ Service procedures, including; problem prioritization and escalation guidelines for contract related issues.

In order to provide our clients with the highest level of support available, we have consolidated all of our resources into one Support Services area. All calls; hardware, software, network, workstation, or unknown should be reported to our Help Desk.

**The Help Desk**

601-355-1892  
1-866-227-6200  
helpdesk@ventech.com

**Service Procedure for Contract Related Issues**

**How to Open a Case**

Your call will come into our Help Desk and be routed to the appropriate Service Personnel based upon your initial contact with our Help Desk staff. In the unlikely event you are placed on hold, you will have the option of leaving voicemail in any services queue. All issues will be addressed within the timeframe defined in the customer contract, but we will strive to respond to all customer inquiries within 30 minutes. You will be given a service order number for call tracking purposes and to expedite future communications.

If reporting a case of hardware failure, please have the product serial number available. This will allow us to quickly determine the coverage (warranty, contract or billable) of your equipment.

Be prepared to give a brief description of the problem, approximate date and time the problem first occurred, and any other information such as recent power failures, software updates, equipment relocation, etc. which might be related to your problem.

Venture will first attempt to resolve the problem via telephone. If it’s determined that the problem requires an onsite visit, the Help Desk will forward your ticket to the Services Coordinator, who will assign and dispatch the appropriate Engineer within the timeframe defined in the customer contract. If required, parts availability will be determined by the specific customer contract.

Venture will involve all applicable vendor related engineering resources as needed. You must maintain a vendor related support agreement covering the equipment effected (Cisco Smartnet, Microsoft SA, etc) for Venture to escalate to vendor support. In the event the equipment is Venture owned hardware under a managed services contract, we maintain vendor support on that equipment and you will not need to provide us with a vendor support agreement number.
Priority Levels

All calls will be evaluated, assigned one of the following priority levels, and handled accordingly.

• **Priority 1:**

  Production systems are down, causing critical impact to business operations if service is not restored quickly. Venture Technologies and the Customer are willing to commit substantial resources around the clock to resolve the situation. Additional charges may apply for P-1 service, and will be determined by the specific customer contract.

• **Priority 2:**

  Production systems are severely degraded, impacting significant aspects of your business operations. Venture Technologies and Customer are willing to commit full-time resources during business hours to resolve the situation.

• **Priority 3:**

  Network performance is degraded. Network functionality is noticeably impaired, but most business operations continue.

• **Priority 4:**

  Customer requires assistance but daily network function is not affected.

**NOTE:** Priority 1 problem escalation times are measured in calendar hours, 24 hours per day, 7 days per week. Priority 2, 3 and 4 escalation times correspond with Venture Technologies business hours: 8 a.m. to 5 p.m. Central Time, Monday through Friday, excluding Venture Technologies holidays.
Contract Call Escalation Guideline

<table>
<thead>
<tr>
<th>ELAPSED TIME</th>
<th>PRIORITY 1</th>
<th>PRIORITY 2</th>
<th>PRIORITY 3</th>
<th>PRIORITY 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Hour</td>
<td>Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-Hour</td>
<td>Mgr &amp; Vendor</td>
<td>Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24-Hour</td>
<td>CTO</td>
<td>Mgr &amp; Vendor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48-Hour</td>
<td>CEO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>72-Hour</td>
<td>CTO</td>
<td>Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96-Hour</td>
<td>CEO</td>
<td>Mgr &amp; Vendor</td>
<td>Manager</td>
<td></td>
</tr>
</tbody>
</table>

Requesting Escalation

If you feel that adequate forward progress or the quality of service is not satisfactory, we encourage you to escalate your case by contacting the Technical Services Manager or Network Operations Center Manager at the number(s) listed below. If you feel your problem requires additional attention, please contact one of the following people:

**TECHNICAL SERVICES MANAGER**
Susan Harrison  
800-844-8895 x 6171  
soharrison@ventech.com

**VICE PRESIDENT PROFESSIONAL SERVICES**
Wayne Gilbert  
800-844-8895 x 6103  
rwgilbert@ventech.com

**CHIEF TECHNOLOGY OFFICER**
John Little  
800-844-8895 x 4101  
jdlittle@ventech.com

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

Venture Technologies takes pride in our customer satisfaction ratings. One of the best measurements we have is from our Cisco customer base. Cisco conducts annual customer satisfaction surveys that helps them determine how capable their partners are at delivering and implementing complex Cisco solutions. A link to our website that describes our Excellence in Cisco customer satisfaction is: [http://www.ventech.com/2013/08/venture-recognized-by-cisco-for-excellence-in-customer-satisfaction/](http://www.ventech.com/2013/08/venture-recognized-by-cisco-for-excellence-in-customer-satisfaction/).

Here is a brief statement on the current status of our Cisco customer satisfaction ratings:
- Cisco for Customer Satisfaction Excellence for seven consecutive years, compiling an overall rating of 4.862 out of 5. In 2012, our rating was 4.92

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.

Venture Technologies has 30+ field engineers with certifications and expertise in almost all of the leading manufacturers in the industry. We treat our Engineers as one pool and all are available to assist with any pre- or post-implementation support needs. Our locations map is listed above and a list of links to our website that describes our current technical capabilities is: http://www.ventech.com/about/technology-partners/partner-authorizations-matrix/

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. 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 activities.

Venture Technologies acknowledges and agrees.

We currently provide many reports out of our CRM/Accounting packages to our clients that ask for or require them. Below is a small sample of one type of report.

Sample report:

<table>
<thead>
<tr>
<th>DATE</th>
<th>CLIENT NAME</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/18/13</td>
<td>BSD</td>
<td>1</td>
<td>CISCO CATALYST ETHERNET SWITCH</td>
<td>$12,200.00</td>
</tr>
<tr>
<td>06/18/13</td>
<td>BSD</td>
<td>1</td>
<td>CISCO CATALYST WS-C3750X-48P-L</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>06/18/13</td>
<td>BSD</td>
<td>1</td>
<td>VENTURE PROFESSIONAL SERVICES</td>
<td>$880.00</td>
</tr>
<tr>
<td>06/28/13</td>
<td>BSD</td>
<td>2</td>
<td>CISCO-SFP(MINI-GBIC) MODULE</td>
<td>$610.00</td>
</tr>
<tr>
<td>06/25/13</td>
<td>DCSD</td>
<td>1</td>
<td>PRO RANGE 87’ ACTIVBOARD</td>
<td>$1,799.50</td>
</tr>
<tr>
<td>06/12/13</td>
<td>DoM</td>
<td>1</td>
<td>APC 1-4301254545 SC 1-124UT8A</td>
<td>$2,460.90</td>
</tr>
<tr>
<td>06/10/13</td>
<td>HCLS</td>
<td>1</td>
<td>BROCADE MOBILITY CONTROLLER</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>06/10/13</td>
<td>HCC</td>
<td>1</td>
<td>HP LJ PRO P1102W PRINTER B/W</td>
<td>$194.00</td>
</tr>
<tr>
<td>06/17/13</td>
<td>HCC</td>
<td>3</td>
<td>HP 3000GB 2.5” INTERNAL HARD</td>
<td>$693.00</td>
</tr>
<tr>
<td>06/17/13</td>
<td>HCC</td>
<td>1</td>
<td>HP 3YR NBD W/DMR PROLIANT</td>
<td>$175.00</td>
</tr>
</tbody>
</table>
### 3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL’s may be provided which reference sites that demonstrate the desired functionality.

Venture Technologies acknowledges and agrees.

Venture Technologies has a partnership with a third-party company, VARStreet, that provides online product catalogs, configurations, and e-commerce/B2B functionality. If we are accepted as a vendor on this contract, we will setup a portal for the ACCS sponsored RFB. Additional information on VARStreet can be found online at [www.varstreet.com](http://www.varstreet.com).

We can also accept and process Purchase orders via email and fax. Email notifications on PO receipt, status, and order tracking will be provided.
3.25 **Breadth of Offering**

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

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Printers
- Monitors
- Storage
- Networking Equipment
- Video Conferencing Equipment
- Multimedia Hardware
- 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
- Video Conferencing Equipment
- Multimedia Hardware
- Software
- Professional Services
- 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.

*Venture provides rapid, accurate fulfillment of thousands of IT products to virtually any address in the nation. The perfect complement to our premise and cloud solutions, Venture offers a variety of end-user computing products from the world’s leading manufacturers of PCs, notebooks, tablets, monitors, printers, and peripherals—everything necessary to outfit any size organization—at competitive pricing.*

*We partner with the IT industry’s leading distributors, with almost $3 billion of inventory on hand in 23 U.S.-based warehouses, ready to ship directly to you! Our value-added services include custom configuration to your specifications, system and product staging, asset tagging in our warehouse for coordinated shipment and delivery, and stock position management of your standard products and system configurations to reduce or eliminate backorders.*
Here is a small list of our current vendor partners:

**Network Infrastructure**

- Adtran
- APC
- Brocade
- Cisco
- F5
- HP
- Juniper
- NetMotion
- Riverbed

**Network Security**

- Barracuda
- Bluecoat
- Check Point
- Cisco
- Juniper
- Sophos
- Symantec
- Voltage
- Zixcorp

**Product Fulfillment**

- Apple Authorized Reseller
- Dell
- Ergotron
- HP
- IBM
- Lenovo
- Microsoft
- OKI
- Panasonic
- Toshiba

**Private Clouds**

- APC
- Brocade
- Cisco
- Citrix
- VCE
- VMware

**Wireless Networking**

- Aruba
- Cisco
- NetMotion

Aerohive

**Simpli-fi Enterprise Networking**
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
- Video Conferencing Equipment
- Other

VTCloud® Services
Venture provides a variety of cloud-based services that relieve organizations from the burden and expense of owning, operating, and maintaining in-house IT assets. Venture’s Cloud (VTCloud®) is housed in our Tier 3 Data Center.

- Hosted Apps
- Hosted Email
- UCloud (Hosted VoIP)
- Colocation
- Infrastructure-as-a-Service
- Business Continuity
- Watch (Monitoring, Security)
The narrative that is submitted in support of the list should provide the Evaluation Committee with a clear indication of the number and type of operating systems that are proposed.

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

- Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)
- Servers
- Networking Equipment
- Video Conferencing 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
- Video Conferencing Equipment
- Multimedia Hardware
- 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.

Venture Technologies can provide products by Cisco Systems. Cisco’s product line is extensive and covers complete networking, voice, collaboration, wireless, security, and server solutions. More information on these product lines can be found at http://www.cisco.com/en/US/products/index.html. These products primarily run Cisco Internetworking Operating System (IOS).

Venture Technologies can provide products by Brocade. Brocade’s product line is focused on networking switching and routing areas, from the network data center core to the edge of the network. Brocade products run Brocade’s IOS within a hardened Linux kernels. More detailed information about each product line is found at http://www.brocade.com.

Venture Technologies can provide products by APC. APC primarily offers data center infrastructure solutions including racks, shelving, power, cooling, security, management, etc. More detailed information about APC products can be found at http://www.apc.com.
Venture Technologies can provide products by HP. HP offers a breadth of products for organizations from the data center to the user. These products include server, desktop computers, notebooks, switching, virtualization, storage, printers, etc. More information on HP's products can be found at http://www.hp.com.

Venture Technologies can provide products from EMC. EMC offers products for shared data storage, backups, deduplication, security, file sharing, and document management for all data needs/requirements. These offerings cover fiber channel, iSCSI, and Unified Storage offerings. More information can be found at http://www.emc.com.

Venture Technologies can provide products from Promethean. Promethean offers interactive white board products that enhance the teaching and learning experience. More information can be found at http://www.promethean.com.

Venture Technologies can provide products from LifeSize. LifeSize offers products for video conferencing and collaboration solutions. Their solutions provide high-definition conferencing capabilities and are affordable and highly expandable. More information can be found at http://www.lifesize.com.

Venture Technologies can provide products from Lenovo. Lenovo offers products that include notebooks, desktops, servers, thin clients, etc. These systems typically come pre-installed with current versions of Microsoft Operating systems. More information can be found at http://www.lenovo.com.

Venture Technologies can provide products from UniTrends. Unitrends offers an all-in-one disk-based backup appliance solution that supports both physical and virtual servers. Their solutions include software agents, disk backup/retention storage, and premise and cloud based archiving. More information can be found at http://www.unitrends.com.

Venture Technologies can provide products from Aerohive. Aerohive helps simplify networking by reducing the cost and complexity of distributed enterprise deployments with cloud-enabled networking solutions. These solutions, based on our unique distributed intelligence architecture, include enterprise-class Wi-Fi access points, state-of-the-art gigabit switches, and easy-to-deploy routers. More information can be found at http://www.aerohive.com.

Venture Technologies can provide complete technical services that include pre-sales consulting, design, implementation, onsite/remote technical support, managed services, cloud computing and data center hosting. We are certified in many infrastructure technologies including but not limited to the products that we are offering here. More information on Venture Technologies can be found at http://www.ventech.com.
3.26 Primary Account Representative

Todd Clark
205-989-0105
taclark@ventech.com

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.

Miles College
Walter Rice
5500 Myron Massey Blvd.
Fairfield, AL 35064
205-929-1499
Complete network upgrade consisting of HP, Cisco, Dell Storage, and Aruba wireless.

Alabama State University
Adrick Holt
1251 S. Decatur Street
Montgomery, AL 36104
334-229-5156
Cisco servers, vmWare virtualization, integration services with network and SAN

University of North Alabama
Stephen Putnam
One Harrison Plaza
Florence, AL 35632
256-765-4178
Provide Brocade, Cisco servers, and vmWare licensing

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 - Quoted discount levels should remain constant throughout the term of this agreement.

Venture Technologies acknowledges and agrees.

Venture Technologies is proposing professional services at a flat rate discount of $115 per hour (+ travel, if applicable) for standard time and
materials hourly services during normal business hours. Pricing for after-hours support and project-related solutions will be negotiated accordingly by the Primary Account Manager.

Venture Technologies is proposing APC products to the ACCS at a minimum discount price of 10% off of the stated list price as seen on the APC website at [www.apc.com](http://www.apc.com).

Venture Technologies is proposing Cisco products to the ACCS at a minimum discount price of 37% off of current list price and 5% off SmartNet services provided by the Primary Account Manager.

Venture Technologies is proposing Brocade products to the ACCS at a minimum discount price of 35% off of current list price and 5% off maintenance agreements provided by the Primary Account Manager.

Venture Technologies is proposing EMC products to the ACCS at a minimum discount price of 54% off of current list price and 5% off maintenance and support services provided by the Primary Account Manager.

Venture Technologies is proposing HP desktop products to the ACCS at a minimum discount price of 2% off of current MSRP price and 5% off CarePAQ services which can be found at [www.hp.com](http://www.hp.com).

Venture Technologies is proposing HP server, networking, printing and storage products to the ACCS at a minimum discount price of 4% off of current published MSRP price and 5% off CarePAQ services which can be found at [www.hp.com](http://www.hp.com) or provided by the primary account manager.

Venture Technologies is proposing Promethean hardware products to the ACCS at a minimum discount price of 32% off of current published MSRP price. Additional warranty, installation, training, and support will be negotiated by the primary account manager.

Venture Technologies is proposing LifeSize products to the ACCS at a minimum discount price of 25% off of current published MSRP price and 5% off extended warranty services. Installation, training, and support will be negotiated by the primary account manager.

Venture Technologies is proposing Lenovo products to the ACCS at a minimum discount price of 2.5% off of current published MSRP price and
5% off warranty uplifts and services which can be found at www.lenovo.com.

Venture Technologies is proposing vmWare software products to the ACCS at a minimum discount price of 5% off of current published MSRP price and 2% off maintenance services which can be found at www.vmware.com.

Venture Technologies is proposing UniTrends products to the ACCS at a minimum discount price of 5% off of current published MSRP price and 5% off maintenance services which can be found at www.unitrends.com.

Venture Technologies is proposing Aerohive wireless solutions to the ACCS at a minimum discount price of 15% off of current published MSRP price for hardware and 5% off vendor support services which can be found at www.aerohive.com.

3.29 Oral Presentation and Demonstration

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

ACKNOWLEDGED AND AGREED

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 state in response to the previous specification.

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

ACKNOWLEDGED AND AGREED

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. This Agreement is a contract. 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.

**ACKNOWLEDGED AND AGREED**

3.32 Title Passage

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

**ACKNOWLEDGED AND AGREED**

3.33 Quantity Guarantee

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

**ACKNOWLEDGED AND AGREED**

3.34 Order of Precedence

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

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

**ACKNOWLEDGED AND AGREED**

3.35 Payment Provisions

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

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

**ACKNOWLEDGED AND AGREED**

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 of the date of the invoice.

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.

ACKNOWLEDGED AND AGREED

C. Invoices
Invoices shall be submitted to the procuring entity.

ACKNOWLEDGED AND AGREED

3.36 Shipment and Risk of Loss

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

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

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

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

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

ACKNOWLEDGED AND AGREED

3.37 Warranties

The products are covered under the warranties in effect at the time the products are delivered.

ACKNOWLEDGED AND AGREED
3.38 **Price Guarantees**

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to change without prior notice.

**ACKNOWLEDGED AND AGREED**

3.39 **Technical Support**

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

**ACKNOWLEDGED AND AGREED**

3.40 **Product Delivery**

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

**ACKNOWLEDGED AND AGREED**

3.41 **Impracticality of Performance**

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

**ACKNOWLEDGED AND AGREED**

3.42 **Records and Audit**

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

**ACKNOWLEDGED AND AGREED**
3.43 Use of Subcontractors

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

ACKNOWLEDGED AND AGREED

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. 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.

ACKNOWLEDGED AND AGREED

3.45 Website Maintenance

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

ACKNOWLEDGED AND AGREED
3.46 **Ethics**

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

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

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

**ACKNOWLEDGED AND AGREED**

3.47 **Replacement Parts**

Replacement parts may be refurbished with agreement of procuring entity.

**ACKNOWLEDGED AND AGREED**

3.48 **FCC Certification**

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

**ACKNOWLEDGED AND AGREED**

3.49 **Site Preparation**

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

**ACKNOWLEDGED AND AGREED**

3.50 **Assignment**

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

**ACKNOWLEDGED AND AGREED**

3.51 **Survival**

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

**ACKNOWLEDGED AND AGREED**

### 3.52 Lease Agreements

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

**ACKNOWLEDGED AND AGREED**

### 3.53 Vendor Disclosure Statement

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

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Friday, January 29, 2014. The form is required by the vendor and covers the duration of the bid.

**ACKNOWLEDGED AND AGREED**

### 3.54 Immigration

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.

**ACKNOWLEDGED AND AGREED**

### 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.

**ACKNOWLEDGED AND AGREED**
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. The 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.

ACKNOWLEDGED AND AGREED

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.

ACKNOWLEDGED AND AGREED

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.

ACKNOWLEDGED AND AGREED