

### **Letter of Transmittal**

A. Submitting Organization:

LST (A Division of Lee Investment Consultants, LLC) 5296 Old US Hwy 278 East Hokes Bluff, AL 35903

B. Name and Title of Officer Authorized to contract LST:

John Alton Lee Member

C. Name and Title and Phone Number of Negotiating Officer for this contract:

John Alton Lee Member 256-494-9080 ext. 1411

D. Names, Titles and Phone Numbers of Individuals for Clarification:

John Alton Lee Member 256-494-9080 ext. 1411

Scott Edward Lee Managing Member 256-494-9080 ext. 1421

Lorie Holloway General Manager 256-494-9080 ext. 1400

Jerrett Pearson Vice President Production 256-494-9080 ext. 1401

- E. LST does hereby explicitly accept the conditions governing the procurement for this RFP for the Alabama College System and all agencies authorized to procure equipment and services under this RFP.
- F. Signature of Acceptance and Contractual obligation:

Member

G. Learning Systems acknowledges receipt of any and all amendments to this RFP by its signature above.

02/11/2019



## **Appendix E**

**Evaluation Submission form** 

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

#### **Vendor Contact Information**

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to <a href="mailto:JPA-Notification@accs.edu">JPA-Notification@accs.edu</a>.

Vendor Name: Lee Investment Consultants, LLC dba LST Last Updated: 02/11/2019

JPA Website Address: <a href="http://www.LST.com/shop.aspx">http://www.LST.com/shop.aspx</a>

	Name(s)	Phone Number(s)	E-mail Address(s)
Primary Contract Executive(s)	Scott E. Lee	(256) 494-9080 ext. 1421	Scott.Lee@LST.com
Sr. Account/Sales Manager(s) (by region if necessary)	John A. Lee	(256) 494-9080 ext. 1411	John.Lee@LST.com
Account/Sales Manager(s) (by region if necessary)	Scott E. Lee	(256) 494-9080 ext. 1421	Scott.Lee@LST.com
Technical Support	Jerrett Pearson	(256) 494-9080 ext. 1401	Jerrett.Pearson@LST.com

#### **BID INFORMATION INDEX**

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

	Document Name	Page Number(s)
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Availability of Technical Support	LST Bid Response - ACCS-2019-01	10
Problem Resolution	LST Bid Response - ACCS-2019-01	10-11
Customer Satisfaction	LST Bid Response - ACCS-2019-01	11
Value Added Services	LST Bid Response - ACCS-2019-01	11-12
Reporting	LST Bid Response - ACCS-2019-01	12, 55
Electronic Commerce	LST Bid Response - ACCS-2019-01	13-22
Breadth of Offering	LST Bid Response - ACCS-2019-01	23-25
Primary Account Representative	LST Bid Response - ACCS-2019-01	26
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### **GENERAL REQUIREMENTS AND SPECIFICATIONS**

#### 3.1 Acceptance of Conditions Governing the Procurement

LST, as indicated in the transmittal letter, accepts and acknowledges all conditions governing this procurement.

LST does hereby promote its compliance with the ISO 9001 requirement of this procurement. As provided per State Code, LST meets this requirement via its affiliations with the following companies and association:

- Intel Corporation to which LST is a Certified Partner (Please see Intel's ISO certification "Addendum 1")
- Cisco Systems to which LST is a Premier Partner (Please see Cisco's ISO certification "Addendum 1")

#### 3.2 Incurring Cost

LST accepts and acknowledges that any and all cost associated with LST's preparation of this response to this RFP is borne solely by LST.

#### 3.3 Vendor Responsibility

LST accepts and acknowledges that LST will be solely responsible for the fulfillment of the responsibilities under the terms and conditions of the contract. LST further understands that the procuring entities will issue purchase orders and make payments only to the named vendor(s).

### 3.4 Serving Subcontractors

LST accepts and acknowledges that LST can utilize its service and support contractual agreements with its established entities and individuals across the state in servicing and supporting LST throughout this contract. LST recognizes and acknowledges that its subcontractors cannot accept purchase orders or payments under this contract.

#### 3.5 Amended Bids

LST accepts and acknowledges that LST can submit an amended bid up until the due date deadline, and if it does submit an amended bid, the amended bid replaces the prior bid submission in its entirety. LST acknowledges that the evaluation committee will not collate, merge or assemble bids.



#### 3.6 Vendors Rights to withdraw Bid

LST accepts and acknowledges that LST can withdraw its bid at any time up to the submission dead line date, by submitting in written form a withdrawal statement signed by the duly authorized officer.

LST cannot withdraw its bid for 30 days after the submission dead line date and LST acknowledges that the selection committee reserves the right 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.

#### 3.7 Bid Offer Firm

LST accepts and acknowledges that LST's bid will be considered firm for 90 days after the due date for receipt of bids.

#### 3.8 Disclosure of Bid Contents

LST accepts and acknowledges that LST bid will be open to the public as a public record after the contracts are awarded. LST further acknowledges that the system is not responsible for any material's confidentiality within the bid, whether labeled confidential or not.

#### 3.9 No Obligation

LST accepts and acknowledges that this procurement in no manner obligates the Alabama College System or any authorized entity to lease or purchase any products or services from LST until the bid is awarded and LST receives a valid purchase order.

LST further acknowledges that The System has the right to cancel the contract with LST for cause. Not limited to but including the 6 points of cause outlined in the RFP.

LST further acknowledges that The System reserves the right to terminate this agreement with 30 days written notice, for its convenience and without cause or penalty.

#### 3.10 Legal Review

LST accepts and acknowledges that it is bound by the General Requirements contained in this RFB.

#### 3.11 Governing Law

LST accepts and acknowledges that it shall comply 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. LST will also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to



LST activities and operations hereunder. LST acknowledges the final agreement shall be governed and construed in accordance with the laws of the State of Alabama.

#### 3.12 Basis for Bid

LST accepts and acknowledges that only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of LST's responses.

#### 3.13 Agreement Terms and Conditions

LST accepts and acknowledges that the agreement between The System and LST will follow the format specified and contain the terms and conditions outlined in this request. LST also acknowledges that The Alabama College System reserves the right to negotiate with LST provisions in addition to those contained in this RFB. LST further acknowledges that this RFB, as revised and/or supplemented, and LST's response will be incorporated into and become part of the agreement.

LST submits that it recognizes the terms and conditions described in this RFB and offers no recommendation for modification or variations to them for conducting business with LST under this contract.

#### 3.14 Vendor Qualifications

LST accepts and acknowledges that the Evaluation Committee may make such investigations as necessary to determine the ability of LST to adhere to the requirements specified within the RFB. LST further recognizes that 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.

#### 3.15 Change in Vendor Representatives

LST accepts and acknowledges that the System reserves the right to require a change in LST representatives if its assigned representatives are not meeting its needs adequately.

#### 3.16 Equipment and Services Schedules

LST accepts and acknowledges that it may offer only those products and services that are included on the Equipment and Services Schedule (ESS). LST will keep the schedule current and correct on our Internet website (<a href="http://www.LST.com/shop.aspx">http://www.LST.com/shop.aspx</a>) maintained by LST and shall reflect changes in technology in accordance with the terms and conditions of the contract.

#### 3.17 Benefit of Cost Reduction

LST shall provide The System the benefit of any reduction in price below the quoted price during the term of this contract. LST has provided for these occurrences inherently in its pricing proposal via a cost plus model. Our cost plus model will automatically take into effect any price reductions or promotional offerings.



#### 3.18 Bid Terms

LST acknowledges and accepts that by submitting a response, LST agrees that this contract is to be governed by the terms and conditions set forth in the bid. LST will offer no exceptions to the specifications.

#### 3.19 Fiscal Funding

LST acknowledges and accepts that the continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contact by the legislature. LST further acknowledges that 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.

#### 3.20 Insurance

LST acknowledges and accepts that LST 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. LST will maintain, during the life of this contract, the following minimum insurance requirements:

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) days written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

LST acknowledges and accepts that LST, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. LST further acknowledges and accepts that in the event that LST 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.

LST acknowledges and accepts that upon notification of award and prior to issuance of contract LST 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.

#### 3.21 New Products

LST acknowledges and accepts that unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. LST acknowledges that it shall not supply remanufactured, demonstrator, used, or irregular product to purchase unless otherwise specified in the request. LST further acknowledges that the manufacturer's standard warranty will apply unless otherwise specified in the request. LST will supply all requests complete, ready to be installed, including all cabling and connectors where applicable.

### **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

LST, (A Division of Lee Investment Consultants, LLC) with over 27 years of experience has a proven track record of delivering products and services to the education community of Alabama. LST provides products and services from the University of South Alabama in Mobile and Wallace Community College in Eufaula to Dekalb County Schools and Madison County Schools in north Alabama. LST has delivered quality products and services across the state of Alabama for over 27 years.

LST is either the oldest or one of the oldest PC system builders in the State of Alabama, producing over 200,000 systems sold in its twenty-seven prosperous years. LST is one of the few PC vendors left in the state of Alabama that produces an Alabama assembled personal computer. With this longevity, LST has gained relationships and experience that allows LST to afford its customers within the state, a level of service and reliability unrivalled by its national competitors.



LST employs 12 persons of which 8 are technical service professionals. LST has acquired, over its 27+ years, certifications in both the personal computer industry and the networking industry to rival any competitor. LST is a Microsoft Certified Partner, Cisco Premier Partner, Intel Premier Partner, Microsoft Certified Education Partner, Microsoft OEM System Builder, and Samsung SCIP with specialization certifications including: RCDD, IP Telephony, IP Wireless, Fiber and individual certifications including: MCSE, CNE, CNA, CCNA, CCNP, CCDP plus much more. (Please see "Addendum 2")

Sales are viewed as a way of servicing our customers at LST. Our knowledgeable, friendly sales staff, (2 outside, 1 inside), assist in choosing the product that best fits our customers' needs and price points for their particular project.

LST provides standard 8 x 5 toll free customer support with a 4 hour response warranty and next business day service with all our personal computers and servers. LST also offers 24x7x365 support for critical infrastructure products. LST boasts one of the very few in-house operated and trained customer support services in the State of Alabama.

LST provides over 300,000 products and services to our customers and the potential customers of this RFP. These products are available for purchase from our web site or via our toll free sales and service number. The products encompass complimentary PC software, peripherals, network products, notebooks, IP Surveillance Products, PDAs, and much more.

LST is capable of delivery of our products via our own fleet of sales and service vans or via contracted shipping services. We currently deliver, with our fleet, across the entire state of Alabama and into Georgia, Tennessee, Florida and Mississippi.

To assure quality service and response times, LST employees or contracts with 3 organizations and 3 individuals to provide 6 service and/or depot locations that are strategically located across the state. This allows LST the ability, if needed, to be on-site within 4 hours anywhere in the state of Alabama. This allows LST to not only serve the entire state of Alabama but also to service our customers in a timely manner. (Please see Map "Appendix B").

LST resolves customer problems and complaints in a timely procedural solution with an emphasis on the old adage that the customer is always right. We strive for long term relationships and have found that with them come disagreements at times and just like any relationship worth having the problems can and are resolved. Our standard procedure is the following:

- Customer submits in writing the problem or complaint to their respective Account Executive within 90 days of occurrence.
- If the AE has the authority to resolve the problem he does so immediately.



- If he does not have the authority or disagrees with the complaint or problem he then submits in writing to a 3 member final authority group his position and the customer complaint or problem within 24 hours.
- The group will render their position within 1 business day and offer their solution to the customer.
- If the customer rejects this solution then the customer is asked for their proposed solution within 2 business days
- LST will respond to the customer solution within 1 business day.
- If the customer solution is rejected by LST then LST will ask for a mutually agreed upon independent third party arbitrator to be chosen for a final disposition.
- LST will absorb the cost of the arbitrator.

LST conducts surveys on both a formal and informal basis routinely. In our most recent survey LST graded out in all categories a superior score. Although, all our surveys have continually and historically returned positive reports, we constantly strive to improve our performance, because we understand that without satisfied customers we will not last another 27 years. (Please see "Addendum 3")

"The extra mile" is our motto towards servicing our customers. We offer a variety of "extra mile" services, they include: Custom configuration for hardware and software, network design, configuration, maintenance, on-site training and installation, and PC installation including network connectivity as well as server installation and server configuration.

LST also offers complementary services such as: LAN and WAN convergence design, configuration, maintenance, on-site training and installation. By converging data, voice and video across the same physical network LST provides customers with the recurring monthly cost and maintenance savings. LST's Cisco IP Telephony experience and installs rival all of our national competitors and within the State of Alabama.

All of these value added services and complementary services are provided by LST throughout the entire State of Alabama.

For example, LST worked with Wallace Community College in Dothan and Eufaula to design, configure and install a converged data voice IP solution. Wallace and LST are now integrating the



latest IP Surveillance solutions into this network. To date we continue to support Wallace Community College in their ongoing maintenance and expansion of this network.

We have done the same with Calhoun County Schools as well as network services for Lurleen B Wallace Community College, Enterprise State Community College, Gadsden State Community College, Walker County Schools, Dekalb County Schools, Cherokee County Schools, Etowah County Schools, the University of Alabama in Gadsden, and many, many more.

We look forward to continued service to all our education institutions in this, our Great State of Alabama.

#### 3.23 Reporting

LST will provide the Alabama College System Joint Purchasing Agreement members with robust easily accessible reports on all products ordered from LST on the LST website. Users may track total purchases, purchase status, order amounts, items on order, items included in purchase, payment history and date that the order was placed. Authorized personnel may obtain the reports at any time via the LST website. LST is currently providing these reporting services to members of the College System of Alabama at this time.

LST will compile the required report as it currently does for multiple Vendors on the State K12 JPA contract and forward it to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. The quarterly reports will be submitted in the form of a PDF file to the System Office to JPA-Notification@accs.edu. LST realizes that failure to provide this required report could result in removal from the contract.

#### Following is a sample quarterly report:

### Quarterly Report for Jan 2014 – Mar 2014 for JPA Contract #

<u>Entity</u>	<u>PO #</u>	Date Ord	Date Ship	Category	<u>\$</u>
Wallace CC	WC 14-1004	01-11-14	01-21-14	PC	31,144.00
Wallace CC	WC 14-1099	02-15-14	02-22-14	Surveillance	77,686.00
Gadsden ST CC	GSCC 14-0066	01-13-14	01-14-14	Supplies	841.00
Gadsden ST CC	GSCC 14-1112	03-03-14	03-15-14	Surveillance	6,110.00
Enterprise ST	ESCC 14-1068	02-11-14	02-19-14	Networking	206,119.00
CC					
Enterprise ST	ESCC 14-1466	03-21-14	03-29-14	PC	22,229.00
CC					
Lurleen B	LBW 14-1033	01-19-14	01-28-14	PC	33,001.00
Wallace CC					



#### 3.24 Electronic Commerce

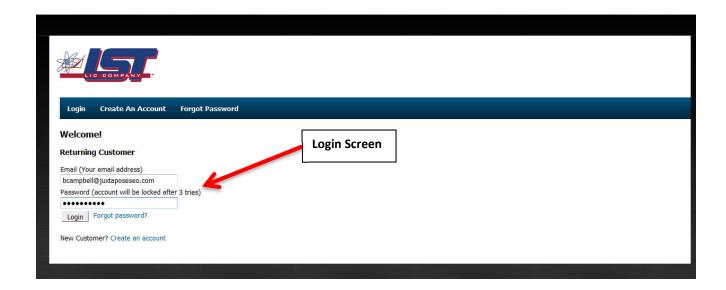
LST provides user accounts that may be configured for the Equipment and Services Schedule via the LST web site.

To place an order online, a user will login using their e-mail address and password. The first page the user will see is the main page. The user will have the ability to search for an item in the search field by manufacturer part number or by description. They may also choose to browse to the item using one of the navigation categories.

After the user has located the item they wish to purchase they simply select the item and click the "Add To Cart" button. The user may adjust the quantity and recalculate the total before they proceed to checkout. Once the user is ready to submit the order, from the shopping cart page they choose the "Checkout" link.

Once the order has been placed, a user may track the order from the time the order is processed to the time the product arrives.

Following are some screen shots of the LST e-commerce website and frequently asked questions.





#### My Cart

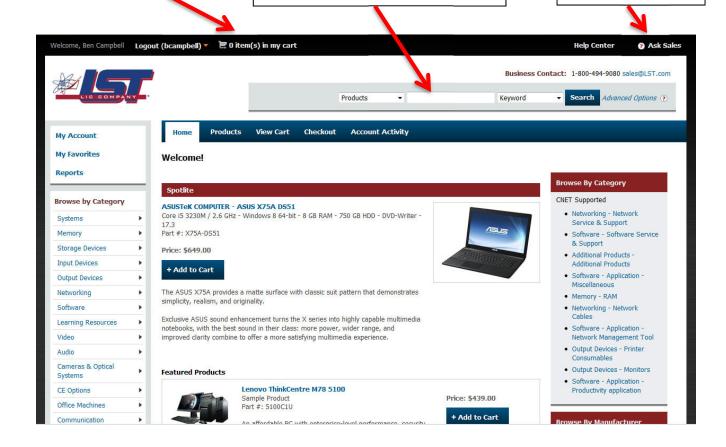
Your Shopping Cart allows you to view the current list of products that you have selected from the product database.

#### **Search for Products**

You have the following options in the search qualifier drop down menu: Keywords - Entering keywords will result in a search that looks for a match found on ALL words anywhere in the following fields: Description, Product Class, Category and Part Number.

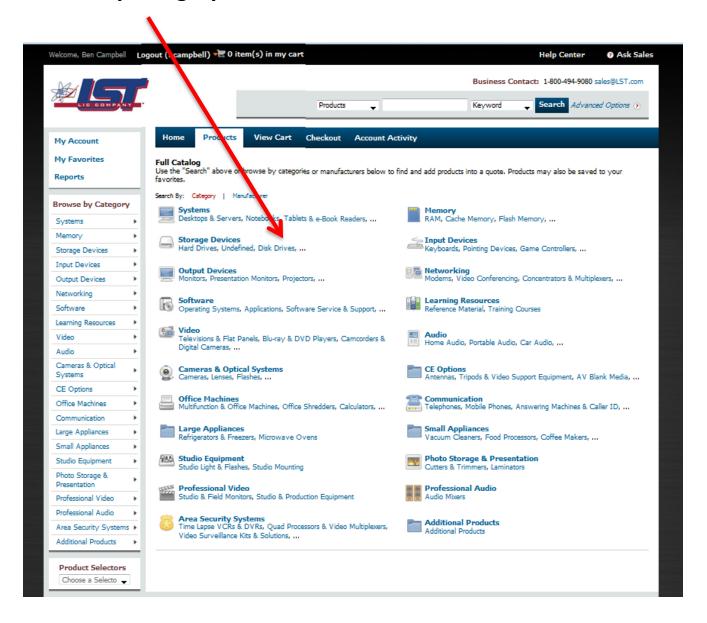
#### **Ask Sales**

The Ask Sales feature is a convenient tool that increases communication between Sales Reps and their Customers during the sales cycle.



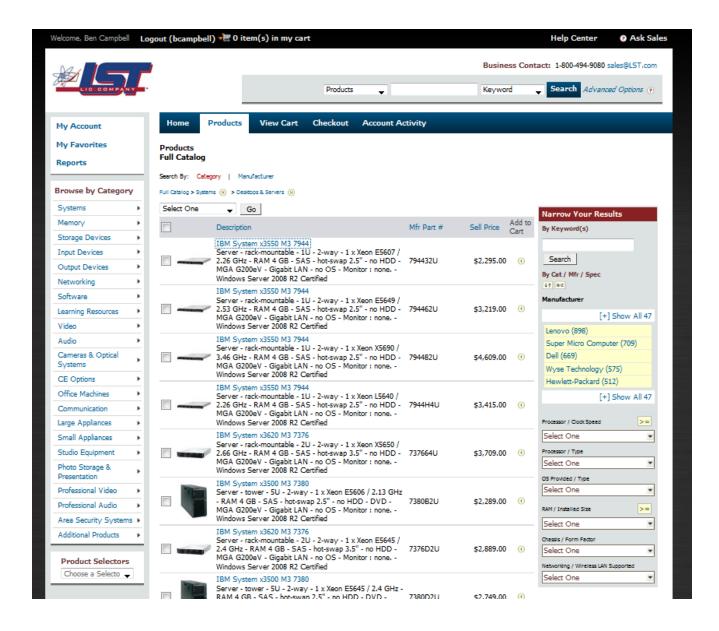


### **Browse by Category**



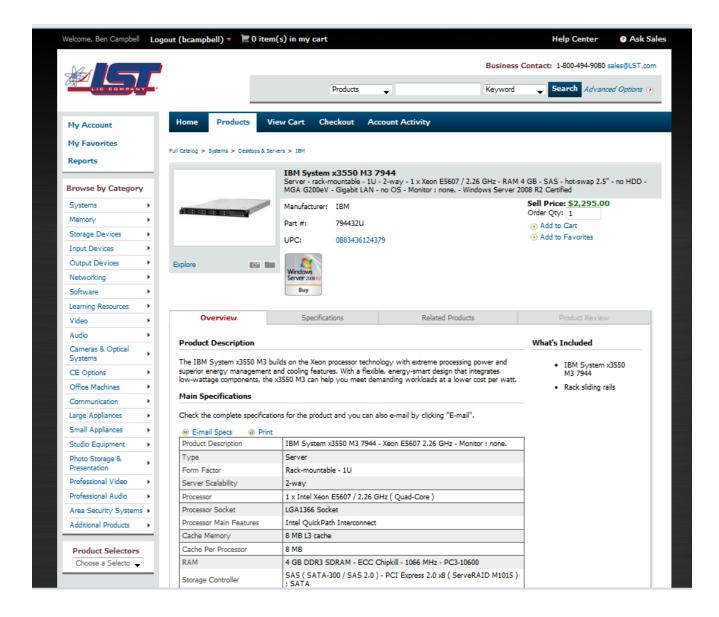


### **Subcategory**



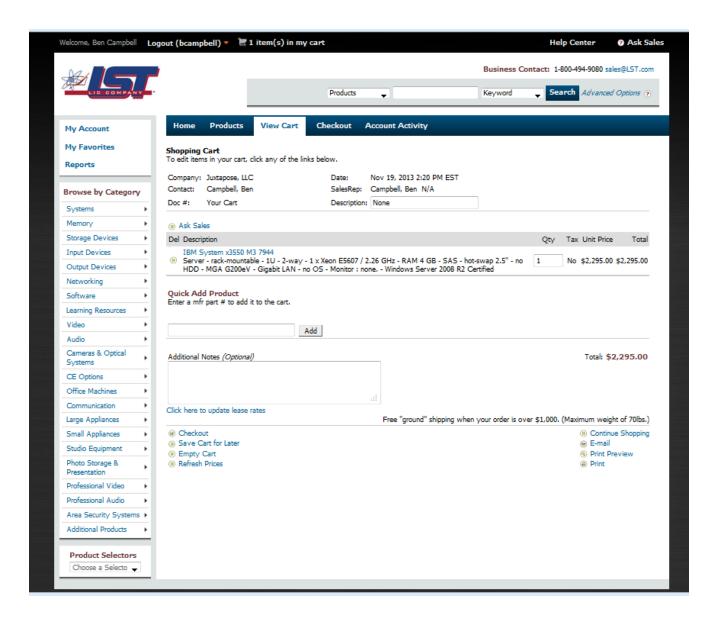


### **Product Page**



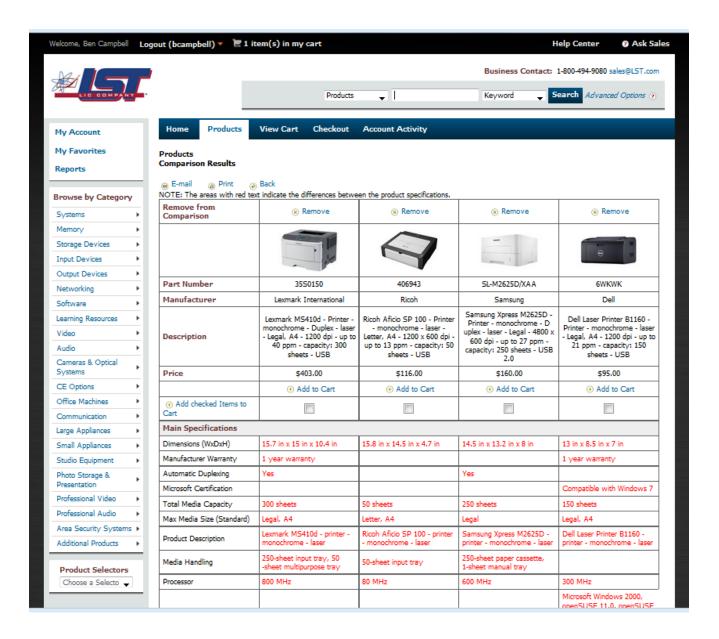


### **Shopping Cart**





### **Compare Products**





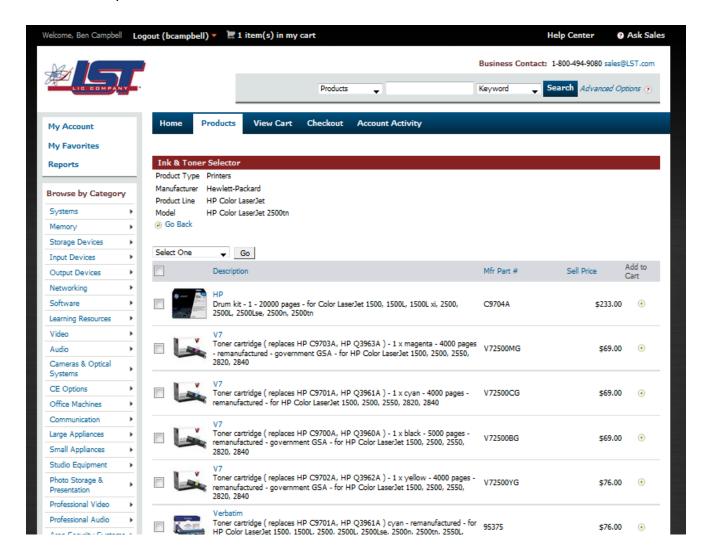
#### **Product Selectors**

Find compatible products for digital devices.

Product Selectors help consumers find compatible products for their digital devices. These selectors are hosted solutions powered by DataSource™ and synchronized with our catalog. Intelligence and logic is layered onto the DataSource foundation to empower shoppers to find and buy the right products.

Our website provides three multi-manufacturer product selectors:

- Memory
- Ink & Toner
- Battery & Power





### **Frequently Asked Questions**

#### How can I search for products?

You have the following options in the search qualifier drop down menu: Keywords - Entering keywords will result in a search that looks for a match found on ALL words anywhere in the following fields: Description, Product Class, Category and Part Number. See Advanced Search below for more details. Part # - This selection accepts both supplier and manufacturer part numbers. The results will display exact matches first, followed by products where the part number is in the beginning of the part number, then in the middle of the part number and then where it is found at the end of the part number. Multiple part numbers can be searched by inserting OR between part numbers in the input search field. General Search Tips How does keyword search work? The default setting for a keyword search is to match to products that contain ALL keywords used in the search. For example: a search for "hp notebook 2510" will match products that contain hp AND notebook AND 2510. How can I search for more than one product at a time? Searching for multiple products can be performed in Advanced Search or in the search bar keyword search by entering an "OR" between the different products that you are searching for. How can I get fewer results? For fewer results you may try the following: Add an additional search term to the keyword box Select the "In Stock Only" option (remember that the product you are looking for will not display if it is out of stock) Use the "Narrow Your Results" options in the right hand margin of the search results page to help zoom in on the product you are looking for.

#### How to add to the Shopping Cart

You can add products to the Shopping Cart from the My Favorites list or by searching for a product from the comprehensive product database and then selecting Add to Cart / Quote from the search results page or from within the Product Overview page.

#### What is my Shopping Cart?

Your Shopping Cart allows you to view the current list of products that you have selected from the product database including: Product Description Part Number Quantity Price Once you're ready to place an order, you can checkout from the shopping cart.

### Can I have multiple carts open?

You cannot have multiple carts open. If you choose to select Copy to Cart as New when one cart is already open, the system will prompt you to: Add the information to the existing cart Delete information in the existing cart and create new Cancel the procedure



# Once I have all the items I want, do I need to create a quote or can I proceed right to Checkout?

Once you have added all the items to your cart you can proceed right to Checkout. However, if you cancel your Checkout process at any time, your information will not be saved. Your information will only be saved when you click on the Agree button under Terms and Conditions.

#### What does Copy to Cart as New mean on the Quote page?

Copy to Cart as New on the quote page allows you to save the quote and do one of the following: Add the information to the existing cart Delete information in the existing cart and create a new cart Cancel the procedure.

#### Can I modify an order once I checkout?

You cannot modify an order once it has gone through the Checkout process.

#### What is the Ask Sales feature?

The Ask Sales feature is a convenient tool that increases communication between Sales Reps and their Customers during the sales cycle. While they are building a cart in their Store Site, your Customers can use the Ask Sales feature to enter questions about specific documents and products and then submit their questions to their Sales Rep for advice. Your customer can use the Priority dropdown menu to let you know how important this request for information is. If the customer checks the 'Reference the current cart for the sales persons review' option, the current document will be included in the request, making it easier for you to answer their inquiry. They can also use the Doc Number field to enter a different quote or sales order number for your review. When your Customers submit an Ask Sales request, their Sales Rep will receive the request by e-mail.

#### Why does it say "Please contact your Sales Rep to purchase this product"?

If your Sales Rep limits you to certain products or if the product has a special price, it will prompt you to contact your Sales Rep so that they can provide an accurate price if any promotions are affecting the price or if the product is currently unavailable.

### What options are available before my order is processed?

Once a quote is converted to an order, you are sent through the Checkout process, where you are guided through 4 easy steps: Shipping & Billing Order Options (payment and delivery) Review Order Terms and Conditions.

#### What if I have questions about what products are available for my specific needs?

You can submit a question to your Sales Rep by going to the Ask Sales link within the Store Site. Your Sales Rep will then prepare and e-mail you a link to a pre-built cart (quote) detailing recommended options.



3.25 Breadth of Offering (<u>Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000</u>)

#### **CLIENT COMPUTERS**

#### (Workstations, Desktops, Terminals, Laptops, Tablets, Notebooks, Handheld Devices)

LST has been offering computer related services and products to school systems in the state of Alabama for over twenty-seven years. Our client computer offerings range from tablets to high end workstations. Product brands include, but are not limited to Acer, Asus, Dell, HP, IBM, Lenovo, and Samsung. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **SERVERS**

LST has been offering server related services and products to school systems in the state of Alabama for over twenty-seven years. Product brands include, but are not limited to Cisco, Hewlett Packard Enterprise, Intel, Lenovo, and Super Micro. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **PRINTERS**

LST offers a complete line of printers, from all the leading manufacturers. The manufacturers include, but are not limited to, Hewlett Packard, Lexmark, Epson, and Xerox. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **MONITORS**

LST offers monitors and displays from a variety of leading manufacturers. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **STORAGE**

The technology sector has literally thousands of data storage applications, hardware and software. If the word "storage" is searched in LST on-line catalog a potential customer will be able to view almost two thousand products. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **NETWORKING EQUIPMENT**

LST has been offering network related services and products to school systems in the state of Alabama for over twenty-seven years. Our network hardware offerings range from small five port switches to large chassis based switches. Product brands include, but are not limited to Cisco, Hewlett Packard, Allied Telesis, D-Link, Adtran, and Netgear. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)



#### **AUDIO AND VIDEO CONFERENCING EQUIPMENT**

LST offers a complete line of audio and video conferencing equipment, from all the leading manufacturers. The manufacturers include, but are not limited to, Samsung, Cisco, and Polycom. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **VOIP/UNIFIED COMMUNICATIONS SOLUTIONS**

LST has been offering VOIP/unified communications solutions to school systems in the state of Alabama for over twenty years. Product brands include, but are not limited to Cisco, Polycom, and RingCentral. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### VIDEO SURVEILLANCE SOLUTIONS

LST offers a wide range of video surveillance solutions, from all the leading manufacturers. The manufacturers include, but are not limited to, Samsung, Sony, and Meraki. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **KEY AND ACCESS CONTROL EQUIPMENT**

LST offers a complete line of key and access control equipment, from all the leading manufacturers. The manufacturers include, but are not limited to, Honeywell, Bosch, and IDenticard. (Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### LICENSED OPERATING SYSTEMS & GENERAL PURPOSE SOFTWARE

LST offers a complete line of operating systems, server operating systems, server software, network software, and general purpose software products from all of the leading providers.

(Please see our complete catalog enclosed or online for a complete listing of Products in excess of 300,000)

#### **SERVICES**

Custom System imaging \$45.00

System Restore services \$45.00 per hour
Delivery and installation services \$25.00 per machine
24x7x365 Technical support Included in system cost
Next day on-site warranty support Included in system cost

Workstations

Custom System imaging \$45.00

System Restore services \$45.00 per hour
Delivery and installation services \$25.00 per machine
24x7x365 Technical support Included in system cost
Next day on-site warranty support Included in system cost



#### **Laptop Systems**

Custom System imaging \$45.00

System Restore services \$45.00 per hour
Delivery and installation services \$25.00 per machine
24x7x365 Technical support Included in system cost
Next day on-site warranty support Included in system cost

#### Servers

Delivery and installation services \$65.00 per hour

Presales configuration assistance No Cost

Remote monitoring and maintenance Monthly Contract price

Complete network installation and configuration \$95.00 per hour

Next day on-site warranty support Included in Server cost 24x7x365 Technical support Included in Server cost

Custom configuration services Included in Server cost

Networking Equipment

Delivery and installation services \$65.00 per hour

Remote monitoring and maintenance Monthly Contract Price

Presales configuration assistance No Cost

Complete installation and configuration \$95.00 per hour

Remote IOS upgrade \$65.00 per hour



#### 3.26 Primary Account Representative

The Primary Account Executive for this RFP and inquiring educational institutions will be:

John Alton Lee PO Box 2042 5296 Old US Hwy 278 East Hokes Bluff, AL 35903 256-494-9080 ext. 1411 (phone) 256-492-9109 (fax) John.Lee@LST.com

The Primary Marketing Supervisor for this RFP and inquiring educational institutions will be:

Scott E. Lee PO Box 2042 5296 Old US Hwy 278 East Hokes Bluff, AL 35903 256-494-9080 ext. 1421 (phone) 256-492-9109 (fax) Scott.Lee@LST.com

#### 3.27 References

Gadsden State Community College (SEE ENCLOSED LETTER)

1001 George Wallace Drive

Gadsden, AL 35903 Contact: Tim Smith 256-549-8317

Services: Computers, Networking equipment and services and general technology products

Lurleen B. Wallace Community College, Andalusia (SEE ENCLOSED LETTER)

1000 Dannelly Blvd Andalusia, AL 36420 Contact: James G. Aplin

334-222-6591

Services: Computers, Servers, Networking equipment and services and general technology

products



Enterprise State Community College (SEE ENCLOSED LETTER)

600 Plaza Drive Enterprise, AL 36330 Contact: Jason Trull

334-347-2623

Services: Computers, Servers, Networking equipment and services and general technology

products

#### 3.28 Pricing Level and Guarantee

LST will provide an aggressive price structure with honest savings for the Alabama College System Joint Purchasing Agreement.

LST, an Alabama based Corporation, although being in business to make a profit recognizes that providing advantages to the educational system of Alabama with aggressive pricing not only benefits the state, but in the long run benefits LST. Therefore, LST has established an extreme discount of cost plus ten percent for all products. This price structure is guaranteed and will be updated on the LST website on a weekly basis.

In addition to aggressive baseline pricing, LST will negotiate for additional discounts for volume purchases made through the Alabama College System Joint Purchasing Agreement.

#### 3.29 Oral Presentation and Demonstration

LST acknowledges and accepts that if selected as a finalist, LST agrees 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 will conduct the presentation. LST will demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

#### 3.30 Equipment and Services Schedule

LST has included in this response an equipment and services schedule encompassing all of the products and services offered. The equipment and services schedule contains over 300,000 items; therefore LST is providing this list in an electronic format only. The equipment and services schedule is identified by the title of LST catalog.

#### 3.31 Scope of Work

LST acknowledges and accepts that LST shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. LST recognizes that this Agreement is a contract. LST further acknowledges that LST shall provide products or services only upon the issuance and acceptance by LST of valid "purchase orders". LST recognizes that purchase orders will be issued to purchase the license for software or to purchase or lease products listed on



the ESS. LST further recognizes that a procuring entity may purchase any quantity of product or service listed in the ESS at the prices stated therein. LST also acknowledges that for large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. LST may and will offer educational institutions educational price discounts that result in prices below the ESS listed prices.

#### 3.32 Title Passage

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

#### 3.33 Quantity Guarantee

LST acknowledges that this agreement is not an exclusive agreement and that procuring entities may obtain computing system products and services from other sources during this agreement term.

#### 3.34 Order of Precedence

LST acknowledges the order of precedence set forth by this RFP and in doing so recognizes the following:

That each purchase order that is accepted by LST 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 by LST to this agreement as a result of LST accepting a purchase order. LST does also herby recognize the following order of precedence:

- 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

#### 3.35 Payment Provisions

LST acknowledges and accepts that all payments under this agreement are subject to the provisions of:

- A. Acceptance
- B. Payment of Invoice
- C. Invoices

As outlined specifically in this RFB.



#### 3.36 Shipment and Risk of Loss

LST acknowledges and accepts that LST shall ship all products F.O.B. destination. LST recognizes that the risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. LST 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. LST acknowledges that all destination charges are included in the product price on the ESS.

LST offers or requires <u>no</u> additional license agreements or sales order contracts, which must be signed prior to delivery of proposed items. LST acknowledges that documents not submitted with this response will not be considered at a later date and that 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.

LST also recognizes that whenever a procuring entity does not accept any product and returns it to the LST, all related documentation furnished by LST shall be returned also. LST shall accept and 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.

LST recognizes that unless otherwise agreed upon by the procuring entity, LST is responsible for the pick-up of returned equipment. LST also understands that software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

LST recognizes that unless otherwise arranged between the procuring entity and LST, all shipments of products shall be by LST truck, UPS, or Federal Express Second Day.

#### 3.37 Warranties

LST acknowledges and accepts that the products are covered under the warranties in effect at the time the products are delivered.

#### 3.38 Price Guarantees

LST acknowledges and accepts that 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 LST after the date of the issuance of the revised prices. LST further 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. LST acknowledges and accepts that special pricing discounts offered shall remain in effect for a minimum of 30 days after award of bid.



#### 3.39 Technical Support

LST 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 LST. LST agrees to offer this toll-free technical support on a 8x5 basis.

#### 3.40 Product Delivery

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

#### 3.41 Impracticality of Performance

LST acknowledges and accepts that 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.

#### 3.42 Records and Audit

LST 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.

#### 3.43 Use of Subcontractors

LST acknowledges and accepts LST may subcontract installation, training, warranty or maintenance services. LST recognizes that LST shall remain solely responsible for the performance of this agreement. LST further recognizes that all procuring entity payments for products or services shall be made directly to LST.

(Please see "Addendum 4")

#### 3.44 Indemnification

LST acknowledges and accepts that they 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.

LST 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 LST 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. LST 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, LST 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.

LST acknowledges and accepts that 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.

#### 3.45 Website Maintenance

LST 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, LST shall provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

#### 3.46 Ethics

LST 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.

LST warrants that no 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.

#### 3.47 Replacement Parts

LST acknowledges and accepts that replacement parts may be refurbished with agreement of procuring entity.



#### 3.48 FCC Certification

LST acknowledges and accepts that hardware supplied by LST shall meet all applicable FCC Certifications. LST further acknowledges that Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

#### 3.49 Site Preparation

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

#### 3.50 Assignment

LST acknowledges and accepts that they 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.

#### 3.51 Survival

LST acknowledges and accepts that 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. LST further acknowledges that Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

#### 3.52 Lease Agreements

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

#### 3.53 Vendor Disclosure Statement

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

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The completed forms must be returned to the Joint Purchase Agreement Administrator by Thursday, February 25, 2016. The form is required by the vendor and covers the duration of the bid.



#### 3.54 Immigration

LST acknowledges and 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.

#### 3.55 Agreement does not Constitute a Debt

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



### Addendum 1



Certificate of Registration of Quality Management System to ISO 9001:2015

The National Standards Authority of Ireland certifies that:

Intel Corporation - D1C 2501 NW 229th Avenue Hillsboro, OR 97124 USA

has been assessed and deemed to comply with the requirements of the above standard in respect of the scope of operations given below:

Wafer Fabrication, Associated Equipment and Processes

This certificate has been issued as a part of a multi-site certification. The scope of the multi-site certification is stated in the certificate no. 19.4325 for the Corporate Site.

Approved by: Geraldine Larkin Chief Executive

Expiry Date: Dec 31, 2019

Officer

Approved by: Operations Manager

Registration Number: 19.4325/L Certification Granted: Apr 10, 2008 Effective Date: Jan 09, 2018



National Standards Authority of Ireland, 20 Trafalgar Square, Nashua, New Hampshire, NH 03063, USA T +1 603 882 4412

9001:2015-MSS-ANAB-US (2.0)





# CERTIFICATE

The Certification Body of TÜV SÜD AMERICA INC.

hereby certifies that

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

(All facilities listed on Appendix)

has implemented a Management System in accordance with:

ISO 9001:2015

The scope of this Management System includes:

**Design, Development, Manufacturing Operations, Sales, Customer Experience and** Support for Networking, Data Center, **Communications, Collaboration and Security Products, Solutions and Services** 

Certificate Expiry Date: February 19, 2021

Certificate Registration No: 951 00 0875

Effective Date: January 11, 2019







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



2012-02

JCB\_F\_12.03





# **CERTIFICATE**

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3   US. Finnklin, TN (Nashville, TN)   1,2.3.4   India: Bangalore   3   US. Glendelle, CA   3   India: Calcutta   3   US. Glendelle, CA   3   India: Calcutta   3   US. Grean Rapids, MI   1,3   India: Chennal   3   US. Grean Rapids, MI   1,3   India: Chennal   1,3.4   US. Herndon, VA   3,4   India: Mylerabad   1,3.4   US. Herndon, VA   3,4   India: Mylerabad   1,3.5   US. Houston, TX   1,3,4   India: Gurgaon   1,2.3   US. Houston, TX   1,3,4   India: Pune   1,3.4   US. Irving, CA   3   India: Pune   1,3.4   US. Irving, TX   3,4   India: Gurgaon   1,3.4   US. Irving, TX   3,4   India: Pune   1,3.4   US. Iselin, US.   1,3.5   US. Iselin, US.   1,3.6   US. Iselin, US.   1,3.7   US. Iselin, US.   1,3.8   US. Iselin, US.   1,3.9   US. Iselin, US.   1,3.1   US. Iselin, US.   1,3.2   US. Iselin, US.   1,3.3   US. Iselin, US.   1,3.4   US. Iselin, US.   1,3.5   US. Iselin, US.   1,3.6   US. Iselin, US.   1,3.7   US. Iselin, US.   1,3.8   US. Iselin, US.   1,4.9   US. Iselin, US.   1,4.9   US. Iselin, US.   1,5.1   US. Iseli		US: Farmington, CT		China: Wuhan
3		US: FUROR, MD		
3 US: Grean Repids, MI				
3		US. Grend Penide MI		
13.4 US. Herndon, VA				
3				
12.3         US-Hovston.TX         1.3.4         India: Evene           3         US: Irvine, CA         3         India: West Bengal           3         US: Irving, TX         3.4         Indonesis: Jakarta           1.3.4         US: Iselin, NJ         1.3           3         US: Iselin, NJ         1.3           3         US: Knozville, TR         3         Japan: Fukuoka           1.3         US: Knozville, TN         3         Japan: Pukuoka           1.3         US: Las Vegas, WY         3         Japan: Negoya           1.2.3.4         US: Las Vegas, WY         3         Japan: Sapporo           1.2.3.4         US: Louisville, KY         3         Japan: Ferball           3         US: Louisville, KY         2.3.4         Japan: Ferball           3         US: Louisville, KY         2.3.4         Japan: Ferball           3         US: Malven, PA         3         Japan: Gendal           3         US: Malven, PA         3         Japan: Gendal           3         US: Malven, PA         3         Kazalkhstan: Armaty           3         US: More Vork, NY         3         Melayaia: Bayan Lepas           3         US: More Vork, NY         3		IIS: Honoidu: HI		
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3   US: Inving, TX   3,4   Indonesia: Jekarta				
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3	3	US: Jacksonville, FL	1,3,4	Israel: South Netanya
1,3         US: Lake Oswego, OR         3         Japan: Nagoya           3         US: Las Vegas. NV         3         Japan: Coaka           1,2,3,4         US: Lawrenceville, GA         3         Japan: Sepporo           3         US: Lodisville, KY         3         Japan: Sendel           3         US: Medison, WI         2.3,4         Japan: Tokyo           3         US: Medison, WI         2.3,4         Japan: Tokyo           3         US: Medison, OH (Cincinneti, OH)         3         Jorden: Ammin           3         US: Melville, NY         3         Kazakhstan: Almaly           3         US: Molver, PA         3         Kuwait: Kuwait City           3,4         US: Moorestown, NJ         3         Lebanon: Beint           3         US: Now York, NY         3         Maleysis: Bayan Lepas           4         Maleysis: Kusla Lumpur         August: Kusla Lumpur		US: Knoxville, TN	3	Japan: Fukuoka
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3         US. Madison. WI         2.3.4         Japan: Tokyo           3         US. Mason. OH (Cincinneti, OH)         3         Jorden: Armen           3         US. Malvern. PA         3         Kazekhstan: Almaty           3         US. Melville, NY         3         Kuwait Kuwait City           3,4         US. Miarri, FL         3         Lebanon: Beinz           3         US: Moorestovm, NJ         2.3         Maltaysia: Bayan Lepas           3,4         US: Rev York, NY         3.4         Malaysia: Kualla Lumpur				
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3         US: Malvern, PA         3         Kazekhstan: Almaty           3         US: Melville, NY         3         Kuwait: Kuwait City           3,4         US: Memil, FL         3         Lebanon: Beinut           3         US: Moorestown, NJ         2,3         Malaysis: Bayan Lepas           3,4         US: New York, NY         3,4         Malaysis: Kusla Lumpur		US: Madison, WI		
3         U.S. Melville, NY         3         Kuwalt. Kuwalt City           3.4         U.S. Menni, FL         3         Lebann.: Beint           3         U.S. Moorestown, NJ         2.3         Maleysia: Bayan Lepas           3.4         U.S. New York, NY         3.4         Maleysia: Kusale Lumpur				
3.4         US: Miami, FL         3         Lebanon: Beirut           3         US: Moorestovn, NJ         2.3         Malaysia: Bayan Lepas           3.4         US: New York, NY         3.4         Malaysia: Kuala Lumpur				
3 US: Moorestown, NJ 2.3 Malaysia: Bayan Lepas 3,4 US: New York, NY 3.4 Malaysia: Kuala Lumpur				
3.4 US: New York, NY 3.4 Malaysia: Kuala Lumpur				
3.4 OS: New YORK, NY 3.4 Malaysia: Kuala Lumpur			2,3	Malaysia: Bayan Lepas
		US; New York, NY		Malaysia: Kuala Lumpur
3 US: Norwalk, CT 3 Pakistan: Islamabad 3 US: Norwalk, CT 3 Pakistan: Karachi				

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UCB\_F\_12.03 2012-02





# **CERTIFICATE**

	Asia			Europe
3	Oman: Muscat		1.3.4	Czech Republic: Prague
3	Philippines: Makati		3	Denmark; Aabyhoj
3	Qatar: Doha		3	Denmark: Copenhagen
3,4	Russia: Moscow		3	Finland: Espoo
3	Russia: Novosibirsk	1	1.3	France: Mougins
3	Russia: Saint Petersburg		3	France: Cesson Sevigne
3	Saudi Arabia: Dhahran		1.2.3.4	France: Issy les Moulineaux
3	Saudi Arabia: Jeddah		3	France: Lyon
3.4	Saudi Arabia: Riyadh		3	France: Strasbourg
3	Saudi Arabia: Ash Sharqiyah		3	France: Strasbourg
1,2,3,4	Singapore: Singapore		3.4	
3	South Korea: Daeion			Germany: Berlin
3	South Korea: Pusan		3	Germany: Bonn
			3,4	Germany: Dusseldorf
3,4	South Korea: Seoul		3.4	Germany: Eschborn
3	Sri Lanka: Colombo		1.3.4	Germany: Munich
1,2,3	Taiwan: Taipei		3	Germany: Hamburg
2,3,4	Thailand: Bangkok	1	1	Germany:Kassei
3	Turkey: Ankara		3	Germany: Mannheim
3.4	Turkey: Istanbul		1	Germany: Nuremberg
3.4	United Arab Emirates: Dubai		3	Germany: Ratingen
3	Vietnam: Hanol		3	Germany: Stuttgart
3	Vietnam: Ho Chi Minh City		3	Greece: Athens
	Australia/New Zealand		3,4	Hungary: Budapest
3	Australia: Adelaide		3	Iceland: Reykjavik
3	Australia: Brisbane		3	Ireland: Dublin
3.4	Australia: Canberra		1.3	Ireland: Galway
3.4	Australia: Melbourne		3.4	Italy: Rome
2,3,4	Australia: North Sydney		1.2,3,4	
3	Australia: Notifi Sydney  Australia: Perth			Italy: Vimercate
1.2,3,4	Australia: St. Leonards		3	Latvia: Riga
			3	Lithuania: Vilnius
3 3	New Zealand: Auckland		3	Luxembourg: Luxembourg
3	New Zealand: Wellington		3	Macedonia, Republic of: Skopje
	South America		1.2,3,4	Netherlands: Amsterdam
3	Argentina: Buenos Aíres		1.2,3.4	Norway: Oslo
33	Brazil: Brasilia		3,4	Poland: Warsaw
3,4	Brazil: Rio De Janeiro		2,3,4	Poland: Krakow
2,3,4	Brazii: Sao Paulo		2.3.4	Portugal: Lisbon
3.4	Chile: Santiago		3	Romania: Bucharest
3,4	Columbia: Bogota		3	Serbia: Belgrade
3	Columbia: Medellin		3	Siovakia: Bratislava
3	Ecuador: Quito		3	Slovenia: Ljubljana
3	Peru: Lima		3	Spain: Barcelona
3	Venezuela: Caracas		3.4	Spain: Madrid
	Africa		3	Sweden: Goteborg
3	Algeria: Algiers		1,3.4	Sweden: Stockhoim
3.4	Egypt: Cairo		3	Switzerland: Bern
3	Senegal: Dakar		3.4	Switzerland: Zurich
3	Kenya: Nairobi		2.3	Switzerland: Zurich Switzerland: Rolle
3	Morocco: Casablanca		1	
3	Nigeria: Lagos			Switzerland: Ecubiens
3			3	Ukraine: Kiev
	South Africa: Cape Town		3	United Kingdom: Edinburgh
3,4	South Africa: Johannesburg		1,2,3,4	United Kingdom: Feltham
3	Tunisia: Tunis		3,4	United Kingdom: Glasgow
	Europe		1,3,4	United Kingdom: London
3	Austria: Salzburg		3.4	United Kingdom: Manchester
3,4	Austria: Vienna		1,2,3,4	United Kingdom: Reading
1,2,3,4	Belgium: Diegem		1	United Kingdom: Staines
3	Belarus: Minsk		1,3	United Kingdom: Uxbridge
3	Bosnia and Herzegovina: Sarajevo		4	United Kingdom: Watford
3	Bulgaria: Sofia			govin rranora
3	Croatia: Zagreb			
	1 Legion			

Scope Activities - 1=Design and Development 2=Manufacturing 3=Sales 4=Services and Support

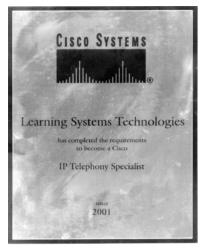
Appendix 2 - Certificate 951 00 0875

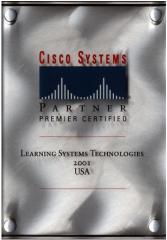
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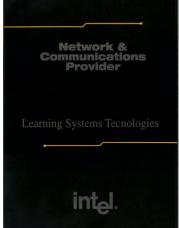


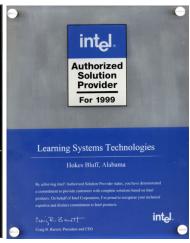






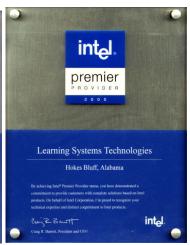




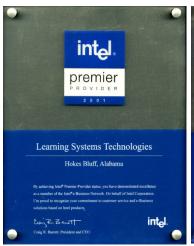


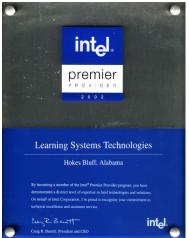


















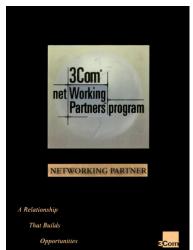






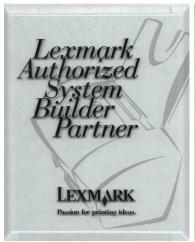


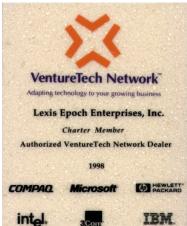




















































Matthew Evans

CERTIFIED +

20h

December 28, 2010



essfully completed the requirements to be recognized as a CompTIA A+® Certified Professional

on May 20, 2005

This certifies that

Justin M Miller

COMP001004077994 Comp71A Career ID\*\* No.

John Vinator











# cisco

### **Credential Verification Report**

Justin Miller - CSCO11281631

This Publish Credential Verification Report for ben.campbell@lst.com, prepared on 03/05/2015, is available for viewing until 03/19/2015.

### **Candidate Information**

Name JustinMiller

Mailing Address 5340 OLD US HWY 278

City Hokes Bluff

\* State/Province Alabama

Postal Code 35903

Primary Email Address justin.miller@lst.com

### **Personal Note From Candidate**

Justin M. Miller Credentials

Credentials General Certifications Associate	Status	Certified	Expires
CCDA	Certified	Sep 23, 2011	May 2, 2017
Sep 23, 2011 Certified Jul 30, 2012 Recertified Aug 22, 2012 Recertified Apr 29, 2013 Recertified Apr 30, 2013 Recertified Feb 19, 2014 Recertified Apr 30, 2014 Recertified May 1, 2014 Recertified May 2, 2014 Recertified May 2, 2014 Recertified May 2, 2014 Recertified May 2, 2014 Recertified	Certified	Aug 20, 2011	May 2, 2017
CCNA Routing and Switching  Aug 29, 2011 Certified	Certified	Aug 29, 2011	May 2, 2017
Sep 23, 2011 Recertified Sep 23, 2011 Recertified Jul 30, 2012 Recertified Aug 22, 2012 Recertified Aug 22, 2012 Recertified Apr 30, 2013 Recertified Apr 30, 2013 Recertified Apr 30, 2014 Recertified Apr 30, 2014 Recertified Apr 30, 2014 Recertified May 1, 2014 Recertified May 2, 2014 Recertified May 2, 2014 Recertified			
Professional			
CCNP Routing and Switching	Certified	May 2, 2014	May 2, 2017
Specializations Data Center Certifications Cisco Unified Computing Technology Design Specialist	Certified	Feb 19, 2014	Feb 19, 2016
Channels Representative Field Engineer Representative			
Express Collaboration Field Engineer Representative	Certified	Apr 30, 2013	Apr 30, 2015
Systems Engineer Representative			
Cisco Collaboration Architecture Systems Engineer Representative	Certified	Mar 18, 2014	Mar 18, 2016
Unified Computing Technology Systems Engineer Representative	Certified	Feb 19, 2014	Feb 19, 2016
Additional Proctored Exams for Validating Knowledge Internet Based Testing	(not for Cisco (	Career Certification	)
Cisco TelePresence Video Field Engineer for Express Spec	Certified	Apr 1, 2013	Apr 1, 2015
,			

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v.1502.188



# Certificate of Completion

is conferred upon

Richard Moyer

SX-200D G1002 Update E3A-0034A-91

Product

Certificate No.



COMMUNICATIONS ANSWERS THAT WORK ... FOR YOU.

# Certificate of Completion

is conferred upon

Richard Moyer

Name

SX-200 Digital I&M E31-0047A-91

Product

Certificate No.



COMMUNICATIONS ANSWERS THAT WORK...FOR YOU.



### Survey of Quality and Performance

LST respectfully requests that you rank the following products and services provided by LST to your organization as follows:

	On a scale of 1 to 5, with:	<b>X</b>
	1. being poor	
	2. needing improvement	
	3. satisfactory	
	4. above average	
	5. excellent	
		~
1.	PC selection (i.e. configuration multiples)	5
2.	Quality of PC components	5
3.	Server selection (i.e. configuration multiples)	_5_
4.	Quality of Server components	5
5.	Sales assistance in product ordering	_5
6.	Timely Delivery of Order	5
7.	Availability of Sales assistance	5
8.	Customer Support - Technical assistance	
9.	Warranty Response	
10.	. Service Response	_5
11.	Product Offerings	
12.	. Courtesy of LST employees	5
	. Knowledge and helpfulness of LST employees	5_
14.	Problem resolution performance of LST employees	
15.	. Overall Performance to your organization by LST	_5

Please also include any other recommendation or suggestion you may have to help us better server you.

Lot has assisted my company in building our network from the ground up I All of Jour Pc's and our server livere built by 15T and endalled by then as well. They have been very responsing to vary perior or technical issue we have presented then



### Survey of Quality and Performance

LST respectfully requests that you rank the following products and services provided by LST to your organization as follows:

On a scale of 1 to 5, with:

- being poor
   needing improvement
   satisfactory
- 4. above average
- 5. excellent

1.	PC selection (i.e. configuration multiples)
2.	Quality of PC components
3.	Server selection (i.e. configuration multiples)
4.	Quality of Server components 3
5.	Sales assistance in product ordering
6.	Timely Delivery of Order
7.	Availability of Sales assistance
8.	Customer Support - Technical assistance
9.	Warranty Response 3
10.	Service Response
11.	Product Offerings 4
12.	Courtesy of LST employees
13.	Knowledge and helpfulness of LST employees
	Problem resolution performance of LST employees 4
15.	Overall Performance to your organization by LST

Please also include any other recommendation or suggestion you may have to help us

I gave Server and Warranty a 3 because it was
not needed in My order. Querall, areat service
and selection, will buy from again. Will also
refer friends and family



### Survey of Quality and Performance

LST respectfully requests that you rank the following products and services provided by LST to your organization as follows:

On a scale of 1 to 5, with:

-		
1	being	noor
••	Comp	POOL

- needing improvement
   satisfactory
- 4. above average
- 5. excellent

1. PC selection (i.e. configuration multiples)	5
2. Quality of PC components	4
3. Server selection (i.e. configuration multiples)	3
4. Quality of Server components	3
5. Sales assistance in product ordering	4
6. Timely Delivery of Order	<u> </u>
7. Availability of Sales assistance	4
8. Customer Support - Technical assistance	5
9. Warranty Response	3
10. Service Response	5
11. Product Offerings	4
12. Courtesy of LST employees	4
13. Knowledge and helpfulness of LST employees	5
14. Problem resolution performance of LST employees	4
15. Overall Performance to your organization by LST	

better server you.

Please also include any other recommendation or suggestion you may have to help us



### LST authorized subcontractors for service and maintenance:

•	PC911	Cullman County	Giorgio Torregrosa
•	Jess's PC Service	Tuscaloosa County	Savannah E. Lee
•	Ackers PC	Baldwin County	Chet Acker
•	Godfrey Technical Services	Lee County	Paul Godfrey
•	IBEC	Madison County	Brent Zitting
•	Cherokee Computers	Cherokee County	David Deck



### JPA Addendum

### Addendum to the 2019 Joint Purchase Agreement - Request for Bids

This addendum revises the bid opening date that is currently noted in the RFB as February 18, 2019.

February 18, 2019 is Presidents Day, which is a state holiday. The Alabama Community College System Office will be closed in observance of this holiday.

In consequence, the date for bid opening has been changed to February 19th, 2019 at 10:00 AM.

All other dates and/or deadlines noted in the RFB, with the exception of the revision of the bid opening date, will remain the same and will not be extended.

Alabama Community College System



### **Questions and Answers**

**Question:** Do the references have to be higher ed references? Located in Alabama? Can we list more than 3?

**Answer:** References do not have to be from higher education institutions. The vendor does not have to be located in the state of Alabama. A minimum of 3 references is required, however, there is not a limit to how many references you can submit.

**Question:** Will our bid be considered for award if we do not have ISO 9001 certification but the manufacturers of the products we offer do have ISO 9001 certification?

**Answer:** Yes, your bid will still be considered if your company does not have an ISO 9001 certification.

Question: Is it mandatory to bid the service portion of can just the product portion be bid?

**Answer:** No, it is not mandatory to bid the service portion.

**Question:** As a manufacturer, can we name resellers under our contract so orders and payments can go through them or does it have to go through the contract holder?

**Answer:** Contract orders and payments must go through the contract holder.

**Question:** Will security appliances and/or security software fall under the "software" and "other" categories that are stated under the Breadth of Offering section of the RFB?

**Answer:** Yes, either the "software" and/or "other" category will cover security software, appliances, and software utilities that are used in addition to existing security software.

**Question:** Does the ISO 9001 certification pertain only to manufacturers that an authorized reseller bids or does this ISO 9001 certification pertain to any reseller that submits a bid?

**Answer:** The ISO 9001 Certification only pertains to manufacturers and not authorized vendors/resellers.

**Question:** Should the ESS be included in the same PDF as the main bid or should it be a separate file and stored on a separate USB?

**Answer:** While we did not specify in the current RFB whether the ESS should be included in the same PDF, ACCS would prefer separate media for the ESS portion.

Question: Define "maintenance service on equipment that is purchase".

**Answer:** Maintenance service is in relation to maintenance services sold by a manufacturer but performed by an outside entity. For example, Smartnet for Cisco, Juniper Support and Dell Maintenance.

**Question:** Must ISO 9001 certification be demonstrated at the time of the RFP response/submittal, or upon contact award to the accepted vendor?

**Answer:** ISO 9001 Certification is required at the time of the response. However, ISO 9001 Certification is required by the entity manufacturing the equipment, not by the reseller.

**Question:** If a vendor is awarded the RFB, could this be a sole source award for a specific product, for example, printers?

**Answer:** There are no sole source bid awards for the current RFB. Vendors are allowed to offer any and all products that fall within the categories listed under the Breadth of Offering.



### **Appendix A**

Alabama Community College System Institutions and Other Participants

### **Community Colleges**

Bevill State Community College, Sumiton, AL Bishop State Community College, Mobile, AL John C. Calhoun Community College, Decatur, AL Central Alabama Community College, Alexander City, AL Chattahoochee Valley Community College, Phenix City, AL Coastal Alabama Community College, Bay Minnette, AL Enterprise Community College, Enterprise, AL Gadsden State Community College, Gadsden, AL Jefferson State Community College, Birmingham, AL J.F. Drake State Community and Technical College, Huntsville, AL T.A. Lawson State Community College, Birmingham, AL Lurleen B. Wallace Community College, Andalusia, AL Northeast Alabama Community College, Rainsville, AL Northwest-Shoals Community College, Muscle Shoals, AL Shelton State Community College, Tuscaloosa, AL Snead State Community College, Boaz, AL Southern Union State Community College, Wadley, AL H. Councill Trenholm State Community College, Montgomery, AL George C. Wallace Community College, Dothan, AL Wallace State Community College, Hanceville, AL George Corley Wallace State Community College, Selma, AL

### **Technical Colleges**

J.F. Ingram State Technical College, Deatsville, AL Reid State Technical College, Evergreen, AL

### Military Academy

Marion Military Institute, Marion, AL

### **Statewide Development Training**

Alabama Technology Network (ATN), Birmingham, AL



# **Appendix A (Cont.)**

### Other Participating Public Institutions of Higher Education

Alabama A&M University, Normal, AL
Alabama Fire College, Tuscaloosa, AL
Alabama State University, Montgomery, AL
Athens State University, Athens, AL
Auburn University-Montgomery, Montgomery, AL
Jacksonville State University, Jacksonville, AL
Troy University, Troy, AL
University of Alabama, Tuscaloosa, AL
University of North Alabama, Florence, AL
University of West Alabama, Livingston, AL

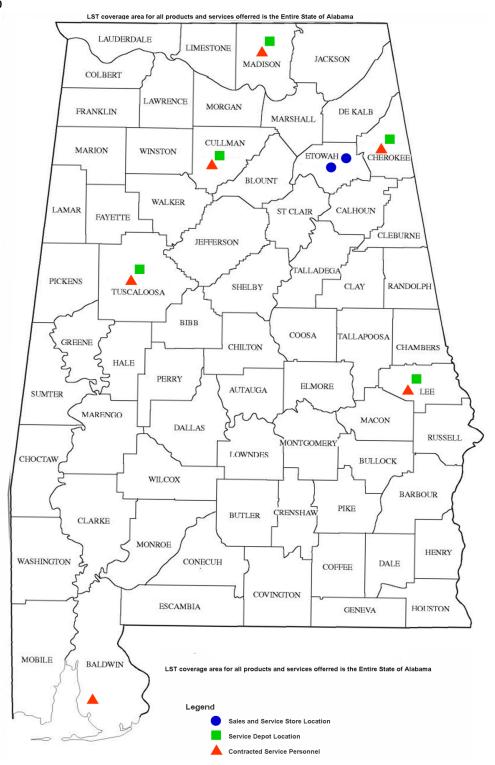
### **Other Participating Public Institutions of Higher Education**

Tuscaloosa County School System



# **Appendix B**

Example Map





# **Appendix C**

Example of Required Usage Report

### Quarterly Usage Report for Jan 2014 – Mar 2014 for JPA Contract #

<u>Entity</u>	<u>PO #</u>	Date Ord	Date Ship	Category	<u>\$</u>
Wallace CC	WC 14-1004	01-11-14	01-21-14	PC	31,144.00
Wallace CC	WC 14-1099	02-15-14	02-22-14	Surveillance	77,686.00
Gadsden ST CC	GSCC 14-0066	01-13-14	01-14-14	Supplies	841.00
Gadsden ST CC	GSCC 14-1112	03-03-14	03-15-14	Surveillance	6,110.00
Enterprise ST	ESCC 14-1068	02-11-14	02-19-14	Networking	206,119.00
CC					
Enterprise ST	ESCC 14-1466	03-21-14	03-29-14	PC	22,229.00
CC					
Lurleen B	LBW 14-1033	01-19-14	01-28-14	PC	33,001.00
Wallace CC					



# **Appendix D**

Vendor Disclosure and Immigration Compliance



# State of Alabama

# Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM
Lee Investment Consultants, LLC dba LST
ADDRESS
5296 Old US Hwy 278 East
CITY, STATE, ZIP TELEPHONE NUMBER
Hokes Bluff, AL 35903 (256) 494-9080
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
Alabama Community College System - Joint Purchase Agreement Initiative
Post Office Box 302130  CITY, STATE, ZIP  TELEPHONE NUMBER
Montgomery, AL 36130-2130 (334) 293-4500
This form is provided with:
Contract Proposal Request for Proposal Invitation to Bid Grant Proposal
Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?
Yes No  If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.
STATE AGENCY/DEPARTMENT  TYPE OF GOODS/SERVICES  AMOUNT RECEIVED
Gadsden State Community College Network, Surveillance, Computer equipment & Servin 130,348
Lurleen B. Wallace Community Colles Network, Surveillance, Computer equipment & Servic 34,207
Enterprise State Community College Network, Surveillance, Computer equipment & Servin \$66,947
Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?
☐ Yes ✓ No
If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.
STATE AGENCY/DEPARTMENT DATE GRANT AWARDED AMOUNT OF GRANT
N/A
List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or
any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction.  Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)
NAME OF PUBLIC OFFICIAL/EMPLOYEE ADDRESS STATE DEPARTMENT/AGENCY
N/A

N/A	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
	and/or their family members as the	escribe in detail below the direct financial be he result of the contract, proposal, request f	
N/A			
	그리아 2000 - 2000 - 1020 1020 [일본] [2000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 -	gained by any public official, public employee	아내 이 것이 있는 것이 없어요. 그리고 그리고 나를 보고 보는 아내는 것이 되었다. 그리고 그리고 그리고 있다는 것이 없는 것이 없는 것이 없다.
public official or public emplo additional sheets if necessar		t, proposal, request for proposal, invitation to	bid, or grant proposal. (Attach
N/A			
S.			
List below the name(s) and a	address(es) of all paid consultan	its and/or lobbyists utilized to obtain the con	tract, proposal, request for pro-
posal, invitation to bid, or gra	ant proposal:		
NAME OF PAID CONSULTANT/LO	BBYIST	ADDRESS	
	the second of th		
	그 이 전 기회 가장이 가장이 가장이 가장이 가장이 가장 그 것이다.	ury that all statements on or attached to a	
to the best of my knowledg	ge. I further understand that a d	ury that all statements on or attached to a civil penalty of ten percent (10%) of the a incorrect or misleading information.	
to the best of my knowledg	ge. I further understand that a d	civil penalty of ten percent (10%) of the an incorrect or misleading information.	
to the best of my knowledg to exceed \$10,000.00, is ap	ge. I further understand that a d	Date  Civil penalty of ten percent (10%) of the an incorrect or misleading information.  Physical Parts and Walled American Ameri	mount of the transaction, not
to the best of my knowledg	ge. I further understand that a d	Date  Civil penalty of ten percent (10%) of the an incorrect or misleading information.  Physical Parts and Walled American Ameri	

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the

Article 3B of Title 41, Code of Alabama 1975 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.





## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Lee Investment Consultants, LLC (Employer), and Alabama Department of Homeland Security (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

### **FUNCTIONS TO BE PERFORMED**

### A. RESPONSIBILITIES OF SSA

- SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify





process.

- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

#### B. RESPONSIBILITIES OF DHS

- After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS
  agrees to provide the Employer (through the E-Verify Employer Agent) access to
  selected data from DHS's database to enable the Employer (through the E-Verify
  Employer Agent) to conduct, to the extent authorized by this MOU:
  - · Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on employees.
- DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate
  assistance with operational problems that may arise during the Employer's participation
  in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles,
  addresses, and telephone numbers of DHS representatives to be contacted during the
  E-Verify process.
- DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to





provide to the Employer (through the E-Verify Employer Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

- DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

#### C. RESPONSIBILITIES OF THE EMPLOYER

- The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- The Employer agrees to become familiar with and comply with the most recent version
  of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the
  E-Verify Employer Agent.
- 4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8





C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
- The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms 1-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through





the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

- 7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D. the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
- 8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo nonmatch, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate





the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

- 10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.





### D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

- The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
  - Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
  - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
  - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the





contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects





documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

- The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
- The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
- The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative
  who will perform employment verification queries will complete the E-Verify Tutorial
  before that individual initiates any queries.
  - a. The E-Venfy Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
- The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
- The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
- The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the





Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

### ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

- If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.





#### B. REFERRAL TO DHS

- If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by and express mail account (pain for at employer expense).
- 7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

### **ARTICLE IV**

### SERVICE PROVISIONS





The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

### **ARTICLE V**

#### **PARTIES**

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 8. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.





- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

<u>Lee Investment Consultants, LLC</u> (Employer) hereby designates and appoints <u>Alabama</u> <u>Department of Homeland Security</u> (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out <u>Lee Investment Consultants, LLC</u> (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.





The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:	
Employer Lee Investment Consultants, LL	<u>c</u>
SCOTT E LEC Name (Please Type or Print)	Member
Name (Please Type or Print)	Title
SH9/	Member 9/17/12
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E-Verify Employer Agent Alabama Departm	nent of Homeland Security
Donyelle Marshall	
Name (Please Type or Print)	Title
Electronically Signed	09/17/2012
Signature	Date
Department of Homeland Security – Verification  Name (Please Type or Print)	ation Division  Title
Signature	Date
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Information relating to your Company:	
Company Name:Lee Investment C	Consultants, LLC







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### **Lorie Holloway**

From: mail@verify.alabama.gov

Sent: Tuesday, September 18, 2012 9:38 AM

To: Lorie Holloway

Subject: E-Verify Status Changed

E-Verify has received the signed memorandum of understanding (MOU) for the client your company enrolled. Your client's account is now active and you may create cases on behalf of your client.

Your company ID for Lee Investment Consultants, LLC within the E-Verify system is 600434

Need Help?

You can reach us by phone at 855-verify6 (855-837-4396) or by e-mail at E-Verify@dhs.gov. E-Verify Customer Support is available Monday through Friday from 8 a.m. to 5 p.m. local time except on federal holidays. (Don't reply to this e-mail because these e-mails are sent automatically and replies won't reach a live person.)

We appreciate your participation in E-Verify and we're committed to helping you and your clients ensure a legal workforce.

Thank you

# GADSDEN STATE COMMUNITY COLLEGE



P. O. Box 227 - Gadsden, Alabama 3590-0227 - www.gadsdenstate.edu

Tim Smith 1001 George Wallace Drive Gadsden, AL 35903

January 30, 2019

Re: Joint Purchase Agreement

To Whom It Concerns:

Our institution has enjoyed a long-term relationship with LST (a Lee Investment Consultants, LLC Company) as a vendor for IT products and services.

LST is our strategic partner for Cisco products and services. In addition, we have utilized LST for a variety of other IT products and services. Recent projects include the design, implementation and support for a robust print-from-anywhere pay-for-print system supporting libraries at multiple campuses. We utilize LST for provide security cameras and servers (including layout design) at multiple campuses. LST provided solution to modernize our centralized duplication center while significantly reducing costs. We are pleased with the results of all these projects.

Please accept this as a letter of request and recommendation for LST to be approved on the new JPA agreement.

Sincerely,

Tim Smith

**Chief Information Officer** 



Jason Trull 600 Plaza Drive Enterprise, AL 36330

Re: Letter of Recommendation

To Whom It Concerns:

Our institution has enjoyed a long-term strategic relationship with LST (a Lee Investment Consultants, LLC Company) as a vendor for our IT products and services.

We have an on-going strategic plan based around LST services and products that will continue well into the future. We have received nothing but the best service and support from LST and are extremely satisfied with the products and services that they provide. We regularly order parts, peripherals, and computers from LST and their pricing is always competitive. We have also used LST for several network infrastructure upgrades, including switch upgrades and sub-netting, and they have always provided top notch service and support not only during the projects but afterwards as well.

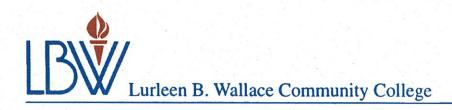
I am happy to recommend LST to anyone who is looking for a company that is customer oriented, extremely knowledgeable, dependable, and competitive. LST is a well-rounded IT company that can provide quality services and products to any size college as they have for Enterprise State. I have had great experience working with the LST team and I have never been disappointed in what they provide. Personally, I look forward to a long relationship with the company.

Sincerely,

Jason Trull

**IT Coordinator** 

**Enterprise State Community College** 



February 4, 2019

James G. Aplin 1000 Dannelly Blvd. Andalusia, Al. 36420

Re: Letter of Recommendation

To Whom It Concerns:

Lurleen B. Wallace Community College has enjoyed a long-term strategic relationship with LST (a Lee Investment Consultants, LLC Company) as a vendor for our network and telecommunication products and services.

This relationship continues to be strong today and strategically will be continued into the future. Their commitment to outstanding services and products is the reason we choose to partner with LST over 15 years ago. As a company, LST provides outstanding products and their commitment to service what they sell is excellent.

LST designed and implemented LBWCC's network infrastructure back in 2005. Since that time, we regularly order parts and peripherals from LST. LST also assisted us with upgrading our PBX to a CISCO Voice-over-IP solution in the fall of 2012. In 2014, LBWCC worked with LST to upgrade our network infrastructure including switch upgrades, sub-netting, and firewall updates. We are currently working with LST on upgrading our 1GB core network switches to 10GB.

I am honored to recommend LST to anyone looking for a company that continues to be on the cutting edge with their products and services, as well as begin customer oriented, knowledgeable, dependable and competitive.

Sincerely,

James G) Aplin

Associate Dean of Instructional and Information Technology

Lurleen B. Wallace Community College