

**The Alabama Community College System**

ACCS-2022-JPA-RFB for Manufacturer Supplied  
Technology Equipment

Due: February 11, 2022

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IMPROVE SERVICE. MANAGE COST. REDUCE RISK.

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February 11, 2022

Tokrica Mack  
The Alabama Community College System  
135 South Union Street Suite#135  
Montgomery, Alabama 36104

Ms. Mack:

Attached, please find the Mainline Information Systems, Inc. proposal for Manufacturer Supplied Technology Equipment in response to The Alabama Community College System ACCS-2022-JPA-RFB. Mainline is an authorized reseller of the products and services offered herein in good standing and has been providing quality information technology products and services with the highest degree of customer service available for over 30 years.

The Mainline principal authorized to contractually obligate Mainline to the terms and conditions of the subject RFP is:

Joseph P. Elebash  
Chief Financial Officer

Mainline's chief negotiations principal for any contract resulting from this proposal is:

Felicity Lynch  
Federal Contracts & Negotiations Manager  
(540) 937-8985

The central point of contact for the System and the point of contact for any clarifications is:

Jennifer Miles  
Account Executive  
(678) 524-7410

This proposal demonstrates our continued commitment to a successful, long-term relationship with The Alabama Community College System. Mainline is a remarketer of third-party hardware, software products, and maintenance support services. Performance of hardware, software products, and maintenance support services may be subject to a third-party agreement between The Alabama Community College System and the OEM. Mainline wishes to propose minor changes to the Conditions Governing the Procurement as described in the attached compliance statement and at the time of submission, is unaware of any posted Addendums. Mainline's offer is valid for 90 days.

We look forward to discussing the elements of this proposal with you in detail. If you have any questions or require clarification, please feel free to contact Jennifer Miles at [jennifer.miles@mainline.com](mailto:jennifer.miles@mainline.com) or (678) 524-7410 for any additional information regarding this proposal.

Sincerely,



Joe Elebash  
Chief Financial Officer  
Mainline Information Systems, Inc.

# The Alabama Community College System

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ACCS-2022-JPA-RFB for Manufacturer Supplied Technology Equipment

**Due Date:** February 11, 2022

**Prepared For:**

Tokrica Mack  
The Alabama Community College System  
135 South Union Street Suite#135  
Montgomery, Alabama 36104  
Tokrica.moore@accs.edu

**Presented By:**

Jennifer Miles  
Account Executive  
Mainline Information Systems, Inc.  
(678) 524-7410  
jennifer.miles@mainline.com



## Evaluation Submission Form

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The following page contains Mainline's completed Evaluation Submission Form.



## 6.5 Appendix E - Evaluation Submission Form

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

### Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. 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 [jpa-notification@accs.edu](mailto:jpa-notification@accs.edu).

Vendor Name: Mainline Information Systems, Inc.

Date: 2/11/2022

Website Address: [www.mainline.com](http://www.mainline.com)

|  | Name(s)           | Phone Number(s) | E-Mail Address(s)           |
|--|-------------------|-----------------|-----------------------------|
| Primary Contract Executive(s)                            | Joseph P. Elebash | 850-219-5000    | jennifer.miles@mainline.com |
| Senior Account/Sales Manager(s) (by region if necessary) | Jennifer Miles    | 678-524-7410    | jennifer.miles@mainline.com |
| Account/Sales Manager(s) (by region if necessary)        | Jennifer Miles    | 678-524-7410    | jennifer.miles@mainline.com |
| Technical Support  | Mike O'Brien      | 205-613-4492    | mike.obrien@mainline.com    |

### BID INFORMATION INDEX

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

|  | Document Name   | Page Number(s)   |
|--|---|------------------|
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| Availability of Technical Support      | Same  | 14 – 15          |
| Problem Resolution                     | Same  | 16 – 17          |
| Customer Satisfaction                  | Same  | 17               |
| Value Added Services                   | Same  | 17 – 18          |
| Reporting                              | Same  | 19 – 20          |
| Electronic Commerce                    | Same  | 20               |
| Breadth of Offering                    | Same  | 20 – 22          |
| Primary Account Representative         | Same  | 22 – 24          |
| References                             | Same  | 24 – 25          |
| Pricing Level and Guarantee            | Same  | 25               |

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## Bid Summary

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Mainline Information Systems (“Mainline”) appreciates the opportunity to respond to the ACCS 2022 JPA RFB for access to future projects with the Alabama Community College System (“System”) participating institutes. Having broad expertise, Mainline’s response addresses multiple categories: Servers, Storage, Networking Equipment, VOIP/Unified Communications Solutions, Video Surveillance Solutions, Software, and Services associated with these and additional categories. Bringing to the table multiple vendor partnerships where we hold the highest certification levels available, Mainline is able to custom build solutions using common hardware and software platforms based on the need of the individual project. In cases where multiple campuses are involved, the goal is to establish a common platform to take advantage of economy of scale while providing documentation that is simple regardless of location. We have a history of combining vendor products to achieve best practices and provide the optimal end user experience. In support of our Account Executives, Mainline Engineers and Architects have the knowledge and experience to pull together the best of breed technologies to present a cohesive solution for our customers. Oftentimes, a project requires a combination of hardware, software, support contracts, installation, integration, implementation, and migration services. Regardless of simple or complex, small or large, with each project, our goal is to provide the most effective and efficient solution.

Mainline utilizes local technical resource skills and a consultative approach to build solutions for our customers that enable them to tackle their most critical business initiatives. We do this by listening to what they want and building a solution that aligns with their goals. We develop long-term relationships with our clients because we work closely with them and have a consistent track record.

When companies work with us, they also benefit from our strategic partnerships with industry technology leaders. The team at Mainline supports customers through the entire lifecycle of the solutions we build and implement for them.

Mainline’s comprehensive approach to providing a one stop solution offers products and services from the following manufacturers:

|             |              |
|-------------|--------------|
| Axis        | Juniper      |
| Cisco       | Lenovo       |
| Cohesity    | Milestone    |
| Commvault   | Palo Alto    |
| CrowdStrike | Net App      |
| Dell        | Pure Storage |
| F5          | RedHat       |
| Fortinet    | Veeam        |
| HPE         | VMware       |
| IBM         |              |



## Response to General Requirements and Specifications

### **3.1 Acceptance of Conditions Governing the Procurement**

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

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

**Mainline Response:** As reseller of OEM manufactured products and services, Mainline relies on the individual OEMs to ensure the highest level of quality available. Mainline has included ISO 9001 certifications for the OEM products and solutions proposed herein. Please see Appendix I – Letters of Authorization / Certifications.

### **3.2 Incurring Cost**

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

**Mainline Response:** Acknowledged and accepted.

### **3.3 Vendor Responsibility**

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

**Mainline Response:** Acknowledged and accepted.

### **3.4 Serving Sub-Contractors**

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

**Mainline Response:** Acknowledged and accepted.

### **3.5 Amended Bids**

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

**Mainline Response:** Acknowledged and accepted.

### **3.6 Vendors' Rights to Withdraw Bid**

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

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

**Mainline Response:** Acknowledged and accepted.

### **3.7 Bid Offer Firm**

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

**Mainline Response:** Acknowledged and accepted. Mainline's offer is valid for 90 days.

### **3.8 Disclosure of Bid Contents**

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

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

**Mainline Response:** Acknowledged and accepted.

### **3.9 No Obligation**

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

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

of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

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

**Mainline Response:** Acknowledged and accepted.

### **3.10 Legal Review**

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

**Mainline Response:** Acknowledged and accepted.

### **3.11 Governing Law**

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

**Mainline Response:** Acknowledged and accepted.

### **3.12 Basis for Bid**

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

**Mainline Response:** Acknowledged and accepted.

### **3.13 Agreement Terms and Conditions**

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement.

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

terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

**Mainline Response:** Mainline has attached a compliance statement proposing minor changes to the terms and conditions of the bid. Please see Appendix III.

### **3.14 Vendor Qualifications**

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

**Mainline Response:** Acknowledged and accepted.

### **3.15 Change in Vendor Representatives**

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

**Mainline Response:** Acknowledged and accepted.

### **3.16 Equipment and Services Schedules**

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

**Mainline Response:** Mainline is a value-added reseller of custom build IT solutions as opposed to a "one size fits all" provider. Mainline's customer first approach often includes customized configurations tailored to provide an optimized solution to fit our clients' needs. As such, Mainline does not offer a catalog ordering system. However, in order to meet the needs of the System, Mainline is providing a customer contact portal with which each of the institutions utilizing the ACCS contract purchasing vehicle can easily reach Mainline's named Account Executive who can answer any inquiries and provide access to top technical experts.

### **3.17 Benefit of Cost Reduction**

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

**Mainline Response:** Acknowledged and accepted.

### **3.18 Bid Terms**

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

**Mainline Response:** Mainline has attached a compliance statement proposing minor changes to the terms and conditions of the bid. Please see Appendix III.

### **3.19 Fiscal Funding**

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

**Mainline Response:** Acknowledged and accepted.

### **3.20 Insurance**

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

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

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

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

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

**Mainline Response:** Acknowledged and accepted. Mainline carries insurance meeting the minimum requirements as stated. A certificate of insurance will be provided to the System upon contract award.

### **3.21 New Products**

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

**Mainline Response:** Acknowledged and accepted.

## **SPECIFICATIONS**

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

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

### **3.22 Product and Services Delivery Overview**

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

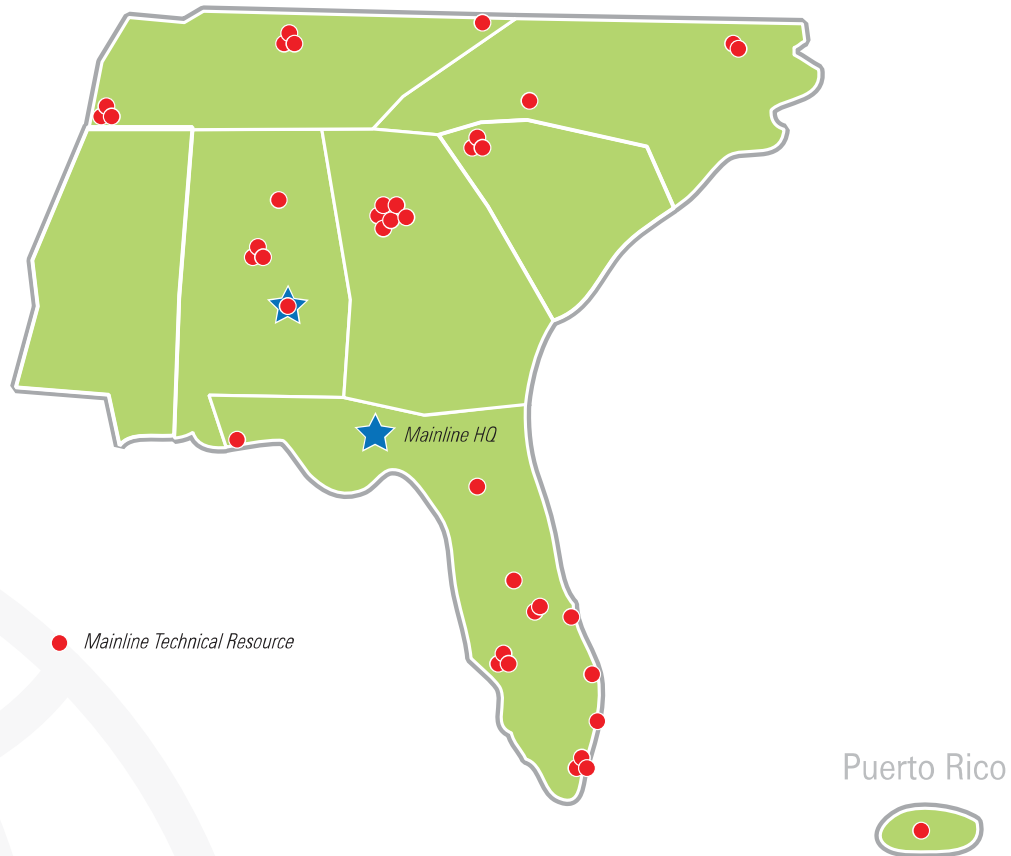
**Mainline Response:** Mainline Information Systems, headquartered in Tallahassee, FL, is an information technology solutions and IT consulting firm, with approximately 400 employees nationwide. Mainline has received multiple industry accolades, including IBM Innovation, Leadership and Beacon awards, CRN Tech Elite 250, CRN Managed Service Provider Elite 150, and Cisco, VMware, and Red Hat awards. Mainline was also named to Florida Trends Best Company, and Mainline was recognized as a Family Friendly Workplace by the Tallahassee's First Family Initiative. Accredited by the International Enterprise Architect Institute, Inc. (IEAI), Mainline recommends, designs, and supports IT solutions that help businesses increase their effectiveness. Established in 1989 by former IBM Systems Engineer Rick Kearney, Mainline has evolved from an IBM specific solutions provider to a provider of products and services over all spectrums of the technology environment, helping thousands of clients increase the effectiveness of their IT infrastructure by providing cost-effective hardware, software, and services solutions over the past 30 years.

Rather than push a specific portfolio or solution set, Mainline representatives act as independent advisors; not limiting our client's choices to the available products of a given OEM or vendor. Instead, Mainline works to find the best solution for our client's business needs, strategy, and overall situation. To support this strategy, Mainline's team of consultants holds over 1,000 sales and technical certifications from numerous OEMs; this vast breadth of in-depth knowledge gives our experts the tools to help our customers choose from the whole range of options on the IT market. Mainline has built a solid reputation on a track record of putting clients first while working with companies from across the country and across industries. Mainline understands the subtleties and specific challenges that guide modern IT decisions, and we have numerous certified architects across various specialties that work with each of our clients to understand requirements and recommend best practices to meet them. By recommending cost effective and long-term solutions with a higher return on investment and shorter payback periods, Mainline has positioned itself as tops among its peers in the value-added reseller market.

To support the entire IT lifecycle of our customers, Mainline employs an end-to-end IT services delivery model that results in tailored, optimal IT solutions for business. Mainline offers technology assessment services, design and build strategy sessions, and implementation advice, and once a strategy has been selected, Mainline offers installation, implementation, and training services through OEM approved channels. Build-out services for complex solutions are also offered, integrating hardware, software, and services expertise into complete turn-key solutions. Once these solutions are operational, Mainline continues to offer advice and managed services, including remote or on-site support and administration of new or existing solutions. This end-to-end approach ensures Mainline is providing the right amount of expertise when and where it is needed.

Mainline is a nationwide supplier of products and services, offering solutions to all 50 states and Puerto Rico. As such, Mainline's customized solutions are available at all locations within the State of Alabama. To support the State of Alabama in particular, and the Southeast in general, Mainline has technical resources available to assist each of the institutions utilizing the ACCS procurement vehicle. Mainline provides technical support resources based in Alabama and across the Southeast in support of our clients.

Our systems engineers and architects have expertise across a range of technologies including compute, storage, backup and recovery, networking and collaboration, security, data management and analytics, and physical security and surveillance.

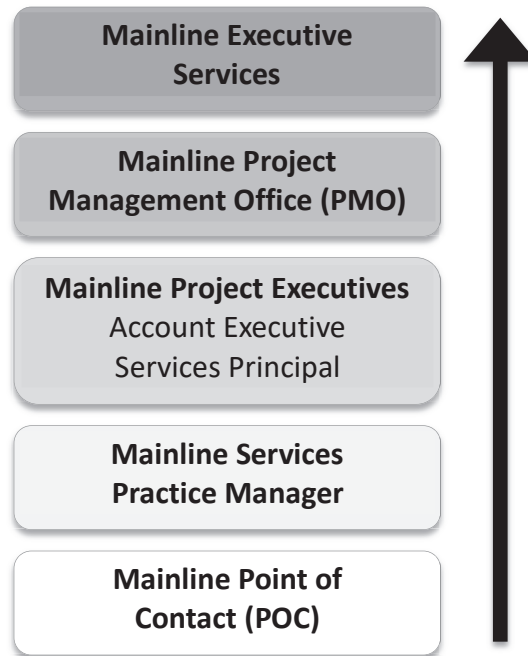


Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

**Mainline Response:** Mainline follows an established escalation process, which can be visualized as presented below:



## Escalation Procedures:



Ultimately, if resolution of an issue requires a change to scope, pricing, timelines, or other contractual issues, Mainline will work with the System to review, process, and execute an appropriate solution.

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

**Mainline Response:** Mainline does not actively participate in customer satisfaction surveys, however, these can be orchestrated at the account level with communication with the account executive. Mainline relies on the proven track records of the solutions provided by the OEMs sold through our partnership programs and distribution channels – names known and trusted globally.

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

**Mainline Response:** Mainline provides services to support your data center, security, and surveillance optimization journey and handle every aspect of bringing infrastructure components together to build or redesign a solution. We help clients with planning, installation, and implementation, including data eradication, degaussing, and removal of hardware. Our staff can handle end of life and leasing issues, as well as data center, security, and surveillance consolidation. Mainline provides services coverage nation-

wide through its highly skilled bench of certified professionals as well as remarketed OEM services offerings.

### Infrastructure Services

Mainline Infrastructure Services cover hardware, software, and environment needs. We have infrastructure services for most IT platforms and can perform Health Checks, Capacity Studies, and Assessments. Our Infrastructure Services help organizations achieve high availability and seamless business continuity through data protection. We offer infrastructure as a service (IaaS) for hybrid cloud, platform as a service (PaaS), and desktop as a service (DaaS).

### Implementation Services

Mainline can assist with the entire implementation process, from planning and design to installation and upgrades. Our services staff can accomplish physical moves as well as data center virtualization and cloud implementation.

### Managed Services

Mainline Managed Services cover advisory, assistance, and administrative capacities. We take a vendor-agnostic approach to Managed Services. Our Managed Services include remote management of enterprise systems and storage, proactive managed services for multiple environments, and remote monitoring and reporting to manage risk and complexity. Our virtual teams increase your access to skills and address company requirements.

### Staffing Services

Mainline Staffing Services allow your company to acquire the talent needed to strengthen your organization. Our Staffing Services options include strategic sourcing for hard-to-find skills, project staffing for rapid scalability, short-term and long-term staffing, requirements-driven staffing, and remote staffing. We also offer Managed Staffing to handle the entire process of hiring new staff.

### Project-Based Services

Mainline Project-Based Services design and deliver projects that meet your company's needs. Our experienced technical experts and architects can manage large-scale, multi-site, and multi-phase projects. We offer joint teams or fully staffed project teams. We provide outcome and schedule-driven delivery. Customers can choose from packaged or custom-delivery options.

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

**Mainline Response:** Mainline's services are available nationwide, and therefore all locations within the State of Alabama are easily supported.



### **3.23 Reporting**

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

**Mainline Response:** Acknowledged and accepted. Mainline's intention is to submit quarterly reports in the sample format provided in the RFB. Mainline will report quarterly based on calendar quarters. (i.e.,

the end of March will be the end of the first quarter) in accordance with the instructions above. Mainline has the capability to generate additional, customized reports as needed.

### **3.24 Electronic Commerce**

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

**Mainline Response:** Mainline is a reseller of custom build IT solutions as opposed to a "one size fits all" provider. Mainline's customer first approach often includes customized configurations tailored to provide an optimized solution to fit our clients' needs. Much like Mainline's customer first, custom build solution approach, Mainline relies on direct communication with our clients. As such, no developed reporting mechanisms are in place outside of the ability for Mainline support staff to create customized reports as needed. There are no access points for the System to pull reporting, as reports are custom built.

### **3.25 Breadth of Offering**

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

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

**Mainline Response:** Mainline's offering contains solutions for Servers, Storage, Networking Equipment, VOiP/Unified Communications Solutions, Video Surveillance Solutions, Software, and Professional Services.

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

Client Computers (Workstations, Desktops, Terminals, Laptops, Tablet, Notebook, Handheld Devices)  
Servers  
Printers Monitors Storage  
Networking Equipment

Audio and Video Conferencing Equipment Multimedia Hardware  
VOiP/Unified Communications Solutions Video Surveillance Solutions  
Key and Access Control Equipment Software  
Other

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

**Mainline Response:** For servers, Mainline partners with IBM for Power Systems. For x86 servers, Mainline partners with Lenovo, HPE, and Dell, and we hold the highest level of certification achievable with each. For networking and VOiP/UCS, Mainline partners with Cisco, F5 Networks, and Juniper. For surveillance solutions, we are a Gold Partner with Axis (camera provider) and Milestone (video management). Mainline storage partners include Dell, HPE, IBM, Lenovo, and Pure Storage. For backup solutions, within the category of storage, we partner with Cohesity, Commvault, Dell, HPE, IBM, and Veeam. Cisco, CrowdStrike, Dell, Fortinet, HPE, IBM, and Palo Alto Networks are our security partners. For a more inclusive list of the manufacturers with whom we partner, please visit [Mainline | Partners Overview & Solutions](#)

Mainline's solutions are client need based, therefore vendor partnerships vary to best fit the end user's needs. Oftentimes, Mainline solutions leverage a combination of vendor products. Having multiple partnerships and areas of expertise allows us to look at a project holistically homing in on the vendor offering, or combination of offerings, that best fits the specific need and price point.

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

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

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

**Mainline Response:** Mainline is proposing the full enterprise/SLED lines of select manufacturers. Operating systems will be the most recent available as of the shipment of products.

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

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

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

**Mainline Response:** Mainline has relationships with the following software vendors: Cisco, Cohesity, Commvault, CrowdStrike, Dell, Fortinet, HPE, IBM, Lenovo, Milestone, RedHat, Veeam, VMware. Each vendor's product set provides unique features and functions.

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

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

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

**Mainline Response:** Mainline's services organization has the ability to provide installation, implementation, migration, relocation, replication setup, disaster recovery services, hosting, remote assistance, managed services, data erasure, encryption services, for a variety of vendor solutions. When working with certain customized vendor hardware and software solutions, we partner with the vendor to provide services for their product offering. Microsoft, Tableau, and Ellucian are a few of the specific vendor services that Mainline can provide through our various partnerships.

### **3.26 Primary Account Representative**

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

**Mainline Response:** Mainline's central point of contact for the System will be:

Jennifer Miles  
Account Executive  
[jennifer.miles@mainline.com](mailto:jennifer.miles@mainline.com)  
(678) 524-7410

Jennifer Miles, Mainline Account Executive, has 22 years of technology experience. 10 of those years have been with Mainline in both Engineering and Sales roles. Jennifer lives in Smyrna, GA, and serves the State of AL SLED customers. The Account Executive is the focal point for the customer with Mainline.

Additional contacts include:

Amanda Lockwood  
Senior Sales Support Representative  
[amanda.lockwood@mainline.com](mailto:amanda.lockwood@mainline.com)  
(850) 219-5356

Amanda Lockwood, Sr Sales Support Representative, has over 20 years of experience at Mainline serving customers in the southeast. Amanda lives in Canton, GA and serves the State of AL by assisting with bids, pricing, proposal creation, and is Jennifer's backup.

Charles Vianey  
Mainline Manager of Systems Engineering  
[charles.vianey@mainline.com](mailto:charles.vianey@mainline.com)  
(205) 541-8888

Charles Vianey, Mainline Systems Engineering Director, has served in the information technology industry for 40 years and has worked at Mainline for the past 12 years. Charles is responsible for the systems engineering support team and is based in Birmingham.

Mike O'Brien  
Mainline Solutions Architect  
[mike.obrien@mainline.com](mailto:mike.obrien@mainline.com)  
(205) 613-4492

Mike O'Brien, Mainline Senior Architect, has over 30 years' experience with enterprise class datacenter design, large storage systems and computing environments. Mike is based in Birmingham and has been with Mainline for 20 years.

Terry Smith  
Mainline Networking Systems Engineer  
[terry.smith@mainline.com](mailto:terry.smith@mainline.com)  
(850) 219-5680

Terry Smith, Mainline Network Architect, has 20 years of datacenter technology experience and focuses on collaboration and networking technologies with his clients. Terry is based in Birmingham.

Mainline maintains a robust roster of technical support professionals to support the Southeast and the state of Alabama. Alabama based personnel who may be called upon to assist in meeting the System's requirements include:

Don Appleby, Mainline Senior Systems Engineer, has over 40 years' experience with enterprise large systems. Don is based in Birmingham and has been with Mainline for 18 years.

Charles Thomas, Mainline Systems Engineer, has over 35 years' experience with enterprise servers. Charles is based in Birmingham and has been with Mainline for 3 years.

John Gilmore, Mainline Systems Engineer, has over 30 years' experience with enterprise servers and datacenters. John is based near Montgomery and has been with Mainline for 23 years.

### **3.27 References**

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

**Mainline Response:** Mainline is pleased to offer the following references:

|                          |  |
|--------------------------|--|
| <b>Reference #1</b>      | Auburn University Foundation                                       |
| <b>Point of Contact</b>  | Charlie Saliba   |
| <b>Address</b>           | 1550 East Glen Avenue, Auburn, AL 36830                            |
| <b>Phone</b>             | 334-319-0215   |
| <b>Services Provided</b> | Servers, Storage, Switch, Backup Application, Data Center Services |

|                          |  |
|--------------------------|--|
| <b>Reference #2</b>      | Jacksonville State University  |
| <b>Point of Contact</b>  | Vinson Houston   |
| <b>Address</b>           | 700 Pelham Rd N, Jacksonville, AL 36265  |
| <b>Phone</b>             | 259-782-5993   |
| <b>Services Provided</b> | Servers, Storage, Software, Networking, Backup Application, Virtualization, Security, Maintenance, and Data Center Services. |

|                         |                                     |
|-------------------------|-------------------------------------|
| <b>Reference #3</b>     | Troy University                     |
| <b>Point of Contact</b> | Greg Price                          |
| <b>Address</b>          | 110 University Park, Troy, AL 36082 |
| <b>Phone</b>            | 334-670-3507                        |



|                          |   |
|--------------------------|---|
| <b>Services Provided</b> | Servers, Virtualization, Software, Storage, Backup & DR, Data Center Services (installation/implementation/migration/documentation), Microsoft AD consolidation services, Microsoft SCCM deployment services. |
|--------------------------|---|

### **3.28 Pricing Level and Guarantee**

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

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

**Mainline Response:** Due to the multitude of manufacturer selections made available through Mainline's offering, discount levels on products and solutions are presented as a range of available discounts from the manufacturer's listed price. Actual discounts will vary based on OEM, solution, configuration, and any additional discounting options which may be available at the time of purchase. Mainline will always endeavor to ensure each client within the System obtains the deepest discounts available for the optimum solution to satisfy their needs.

| <b>Category</b>                        | <b>Discount Range</b>   |
|--|---|
| Client Computers                       | N/A   |
| Servers                                | 5 - 30% (Applicable to IBM Power and x86 from Dell, HPE, and Lenovo Solutions and Upgrades) |
| Printers                               | N/A   |
| Monitors                               | N/A   |
| Storage                                | 10 - 55%  |
| Networking Equipment                   | 5 - 45%   |
| Audio and Video Conferencing Equipment | N/A   |
| Multimedia Hardware                    | N/A   |
| VOIP/Unified Communications Solutions  | 10 - 40%  |
| Video Surveillance Solutions           | 5%  |
| Key and Access Control Equipment       | N/A   |
| Software                               | 2 - 45%   |
| Maintenance/Support (HW and SW)        | 2 - 15%   |
| Security Solutions                     | 5 - 35%   |

### **3.29 Oral Presentation and Demonstration**

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation.

Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

**Mainline Response:** Acknowledged and accepted. As stated, Mainline is a reseller of custom build IT solutions as opposed to a "one size fits all" provider. Mainline's customer first approach often includes customized configurations tailored to provide an optimized solution to fit our clients' needs. As such, Mainline does not offer a catalog ordering system or provide a customer facing web interface. Much like Mainline's customer first, custom build solution approach, Mainline relies on direct communication with our clients. As such, no developed reporting mechanisms are in place outside of the ability for Mainline support staff to create customized reports as needed. There are no access points for the System users to pull reporting, as reports are custom built.

### **3.30 Equipment and Services Schedule**

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

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

**Mainline Response:** Please see Appendix II for Mainline's proposed Equipment and Services Schedule.

### **3.31 Scope of Work**

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

**Mainline Response:** Acknowledged and accepted.

### **3.32 Title Passage**

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

**Mainline Response:** Please see the compliance statement attached as Appendix III for proposed changes and clarifications.

### **3.33 Quantity Guarantee**

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

**Mainline Response:** Acknowledged and accepted.

### **3.34 Order of Precedence**

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

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

**Mainline Response:** Acknowledged and accepted.

### **3.35 Payment Provisions**

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

#### **A. Acceptance**

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

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

#### **B. Payment of Invoice**

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

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

#### **C. Invoices**

Invoices shall be submitted to the procuring entity.

**Mainline Response:** Please see the compliance statement attached as Appendix III for proposed changes and clarifications.

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

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

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

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

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

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

**Mainline Response:** Please see the compliance statement attached as Appendix III for proposed changes and clarifications.

### **3.37 Warranties**

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

**Mainline Response:** Acknowledged and accepted.

### **3.38 Price Guarantees**

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the

issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

**Mainline Response:** Acknowledged and accepted.

### 3.39 Technical Support

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

**Mainline Response:** As a reseller of OEM manufactured products, Mainline relies on OEM technical support resources. Additional contact information is as follows:

| OEM          | Technical Support Telephone  | Technical Support Website   |
|--------------|------------------------------|---|
| Axis         | 1-800-444-2947               | <a href="https://www.axis.com/en-us/support">https://www.axis.com/en-us/support</a>   |
| Cisco        | 1 (800) 553-2447             | <a href="https://www.cisco.com/c/en/us/support/index.html">https://www.cisco.com/c/en/us/support/index.html</a>   |
| Cohesity     | 855-784-2293 or 919-521-5916 | <a href="https://support.cohesity.com/">https://support.cohesity.com/</a>   |
| Commvault    |                              | <a href="https://www.commvault.com/support">https://www.commvault.com/support</a>   |
| CrowdStrike  | (828) 365-8267               | <a href="https://www.crowdstrike.com/contact-support/">https://www.crowdstrike.com/contact-support/</a>   |
| Dell         | 1-800-782-4362               | <a href="https://www.dell.com/support/kbdoc/en-us/000125169/how-to-contact-dell-emc-enterprise-support-and-open-an-online-case">https://www.dell.com/support/kbdoc/en-us/000125169/how-to-contact-dell-emc-enterprise-support-and-open-an-online-case</a> |
| F5           | 1-888-882-7535               | <a href="https://www.f5.com/services/support">https://www.f5.com/services/support</a>   |
| Fortinet     | (408) 542-7780               | <a href="https://www.fortinet.com/support/contact">https://www.fortinet.com/support/contact</a>   |
| HPE          | 1-800-633-3600               | <a href="https://www.hpe.com/psnow/doc/A00039121ENW">https://www.hpe.com/psnow/doc/A00039121ENW</a>   |
| IBM          |                              | <a href="https://www.ibm.com/mysupport/s/?language=en_US">https://www.ibm.com/mysupport/s/?language=en_US</a>   |
| Juniper      | 1 (888) 314-5822             | <a href="https://support.juniper.net/support/requesting-support/">https://support.juniper.net/support/requesting-support/</a>   |
| Lenovo       | 1-855-253-6686               | <a href="https://support.lenovo.com/us/en/">https://support.lenovo.com/us/en/</a>   |
| Milestone    |                              | <a href="https://www.milestonesys.com/support/">https://www.milestonesys.com/support/</a>   |
| Palo Alto    | 1 (866) 898-9087             | <a href="https://support.paloaltonetworks.com/Support/Index">https://support.paloaltonetworks.com/Support/Index</a>   |
| Net App      |                              | <a href="https://mysupport.netapp.com/site/">https://mysupport.netapp.com/site/</a>   |
| Pure Storage | 1 (866) 244-7121             | <a href="https://support.purestorage.com/">https://support.purestorage.com/</a>   |
| RedHat       | 888-GO-REDHAT                | <a href="https://access.redhat.com/support/contact/technicalSupport">https://access.redhat.com/support/contact/technicalSupport</a>   |
| Veeam        |                              | <a href="https://www.veeam.com/support.html">https://www.veeam.com/support.html</a>   |
| VMware       |                              | <a href="https://www.vmware.com/support/contacts.html">https://www.vmware.com/support/contacts.html</a>   |

### **3.40 Product Delivery**

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

**Mainline Response:** Please see the compliance statement attached as Appendix III for proposed changes and clarifications.

### **3.41 Impracticality of Performance**

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

**Mainline Response:** Acknowledged and accepted.

### **3.42 Records and Audit**

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

**Mainline Response:** Acknowledged and accepted.

### **3.43 Use of Subcontractors**

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

**Mainline Response:** Acknowledged and accepted.

### **3.44 Indemnification**

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

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority,

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

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

**Mainline Response:** Please see the compliance statement attached as Appendix III for proposed changes and clarifications.

#### **3.45 Website Maintenance**

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

**Mainline Response:** Mainline is a value-added reseller of custom build IT solutions as opposed to a "one size fits all" provider. Mainline's customer first approach often includes customized configurations tailored to provide an optimized solution to fit our clients' needs. As such, Mainline does not offer a catalog ordering system. However, in order to meet the needs of the System, Mainline is providing a customer contact portal with which each of the institutions utilizing the ACCS contract purchasing vehicle can easily reach Mainline's named Account Executive who can answer any inquiries and provide access to top technical experts.

#### **3.46 Ethics**

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

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this

request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

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

**Mainline Response:** Acknowledged and accepted. There are no known conflicts of interest within Mainline or the State of Alabama which would affect in any manner with the performance of services required under this agreement.

#### **3.47 Replacement Parts**

Replacement parts may be refurbished with agreement of procuring entity.

**Mainline Response:** Acknowledged and accepted.

#### **3.48 FCC Certification**

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

**Mainline Response:** Acknowledged and accepted.

#### **3.49 Site Preparation**

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

**Mainline Response:** Acknowledged and accepted.

#### **3.50 Assignment**

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

**Mainline Response:** Acknowledged and accepted.

#### **3.51 Survival**

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

**Mainline Response:** Acknowledged and accepted.

#### **3.52 Lease Agreements**

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



**Mainline Response:** Acknowledged and accepted.

### **3.53 Vendor Disclosure Statement**

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

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

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

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**Mainline Response:** Acknowledged and accepted.

# Disclosure Statement

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## Trademarks

IBM, the IBM logo, AIX, AIX 5L, Chipkill, ClusterProven, DB2, Electronic Service Agent, Enterprise Storage Server, ESCON, eServer, FICON, FlashCopy, HACMP, Intellistation, i5/OS, iSeries, Micro-Partitioning, POWER, POWER4+, POWER5, POWER5+, Power Architecture, pSeries, RS/6000, SecureWay, ServicePac, ServiceSuite, SysBack, System p5, Tivoli, TotalStorage, WebSphere, xSeries, z/OS, and zSeries are trademarks or registered trademarks of International Business Machines Corporation in the United States, other countries, or both.

Java and all Java-based Microsoft and Windows are trademarks of Microsoft Corporation. Intel is a registered trademark of Intel Corporation.

Linux is a registered trademark of Linus Torvalds.

UNIX is a registered trademark of The Open Group in the United States and other countries.

Other company, product and service names may be trademarks or service marks of others.

## Attachment A – State of Alabama Disclosure Statement

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The following two (2) pages contain Mainline's completed and signed State of Alabama Disclosure Statement.



## Attachment B – Certificate of Compliance

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The following page contains Mainline's completed and signed Certificate of Compliance.



## Attachment C – Immigration Status Form

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The following page contains Mainline's completed and signed Immigration Status Form.



## Attachment D – Current W-9

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The following page contains Mainline's 2022 W-9.



## Attachment E – E-Verify Memorandum of Understanding with Articles

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The following 19 pages contain Mainline's E-Verify Memorandum of Understanding.



## Appendix I – Letters of Authorization / Certifications / End User Agreements

The following 63 pages contain OEM letters naming Mainline as an authorized reseller of their manufactured products and solutions. ISO 9001 certifications have been provided where applicable. End User Agreements have also been provided

| OEM      | Letter of Authorization | ISO 9001   | EULA  |
|----------|-------------------------|--|---|
| Axis     | Provided                | Axis utilizes multiple partners in the manufacturing of their security camera solutions, each of which are ISO 9001 certified. At the time of submission, certifications are not available for all facilities. Certifications will be provided post award if necessary. Please see section 3.3 of the attached Axis General Purchase Conditions. | N/A – Axis cameras do not require end user license agreements   |
| Cisco    | Provided                | Provided   | <a href="https://www.cisco.com/c/en/us/support/licensing/licensing-support.html">https://www.cisco.com/c/en/us/support/licensing/licensing-support.html</a> |
| Cohesity | Provided                | Cohesity outsources manufacturing to Flextronics Global Services; Flextronic's ISO 9001 certification has been provided.   | Digital copies provided.  |



|             |          |   |   |
|-------------|----------|---|---|
| Commvault   | Provided | N/A – Commvault has no hardware as part of their proposed solutions   | <a href="https://www.commvault.com/legal-notices/end-user-license-agreement">https://www.commvault.com/legal-notices/end-user-license-agreement</a>   |
| CrowdStrike | Provided | N/A – CrowdStrike has no hardware as part of their proposed solutions   | Digital copies provided.  |
| Dell        | Provided | Front page included – Dell's ISO 9001 certification is a 21-page document. A digital copy has been provided.  | <a href="https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector">https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector</a>   |
| F5          | Provided | Provided  | <a href="https://www.f5.com/company/policies">https://www.f5.com/company/policies</a>   |
| Fortinet    | Provided | Provided  | <a href="http://www.fortinet.com/doc/legal/EULA.pdf">http://www.fortinet.com/doc/legal/EULA.pdf</a>   |
| HPE         | Provided | Provided  | <a href="https://www.hpe.com/us/en/software/licensing.html">https://www.hpe.com/us/en/software/licensing.html</a>   |
| IBM         | Provided | Front page provided – IBM's ISO 9001 certification consists of a 61-page document. A digital copy can be found at <a href="https://www.ibm.com/support/pages/system/files/inline-files/ibm_corp_certificate_82346%20ver7.pdf">https://www.ibm.com/support/pages/system/files/inline-files/ibm_corp_certificate_82346%20ver7.pdf</a> | <a href="https://www.ibm.com/support/customer/csol/terms/">https://www.ibm.com/support/customer/csol/terms/</a>   |
| Juniper     | Provided | Provided  | <a href="https://www.juniper.net/documentation/en_US/release-independent/licenses/agreements/eula-generic-en.pdf">https://www.juniper.net/documentation/en_US/release-independent/licenses/agreements/eula-generic-en.pdf</a> |
| Lenovo      | Provided | Provided  | <a href="https://download.lenovo.com/servers_pdf/ce0128xb_ce0152xb_eula_pn_sf_67a55346.pdf">https://download.lenovo.com/servers_pdf/ce0128xb_ce0152xb_eula_pn_sf_67a55346.pdf</a>   |

|              |          |  |   |
|--------------|----------|--|---|
| Milestone    | Provided | N/A – Milestone has no hardware as part of their proposed solutions  | <a href="https://milestone.it/eula/">https://milestone.it/eula/</a>   |
| Palo Alto    | Provided | Palo Alto outsources manufacturing to Flextronics International USA; Flextronics's ISO 9001 certification has been provided. | <a href="https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf">https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf</a> |
| Net App      | Provided | Provided   | <a href="https://www.netapp.com/pdf.html?item=/media/14114-enduserlicenseagreementworldwide.pdf">https://www.netapp.com/pdf.html?item=/media/14114-enduserlicenseagreementworldwide.pdf</a>   |
| Pure Storage | Provided | Pure Storage outsources manufacturing to Foxconn; Foxconn's ISO 9001 certification has been provided.                        | Digital copies provided.  |
| RedHat       | Provided | N/A – RedHat has no hardware as part of their proposed solutions   | <a href="https://www.redhat.com/en/about/agreements">https://www.redhat.com/en/about/agreements</a>   |
| Veeam        | Provided | N/A – Veeam has no hardware as part of their proposed solutions  | <a href="https://www.veeam.com/eula.html">https://www.veeam.com/eula.html</a>   |
| VMware       | Provided | N/A – VMware has no hardware as part of their proposed solutions   | <a href="https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal_eula.pdf">https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal_eula.pdf</a>   |



**February 4, 2022**

**Mainline Information Systems  
170 Summit Lake  
Tallahassee, FL 32317**

To Whom It May Concern:

Please allow this letter to confirm that **Mainline Information Systems** with Headquarters in **Tallahassee, FL** is currently a member of the Axis Channel Partner Program and a **Solution Gold** partner in good standing with Axis. Axis Communications Inc. certifies **Mainline Information Systems** to resell Axis Communications products and solutions.

If you have any questions or need further information, please contact Axis sales at (800) 444-2947 Option 1 or email me at [Maryland.Santos-Madrid@axis.com](mailto:Maryland.Santos-Madrid@axis.com).

Sincerely,

Maryland Santos-Madrid  
Data Coordinator  
Axis Communications, Inc.



## General Purchase Conditions

### 1 Applicability. Definitions

1.1 In these General Purchase Conditions, the term "Axis" shall mean Axis Communications AB or any of its group companies placing an order. "Supplier" shall mean the company with which Axis has entered an agreement, or to which an order has been submitted by Axis or other third party designated by Axis to which Supplier shall supply Products. "Product(s)" shall mean the product(s) or customized products as has been the subject of an agreement or has been stated in an order submitted by Axis.

1.2 These General Purchase Conditions shall apply on all orders and agreements relating to Axis' purchases of products if reference has been made to them, unless otherwise explicitly agreed in writing between the parties.

### 2 Orders. Formation of Agreement

2.1 An individual purchase agreement of Products is concluded through written or electronically dispatched orders referencing the quantity, the relevant Products, applicable price, shipping instructions and delivery date ("the Agreement").

2.2 Products may be ordered also by a Designated Party. The purchase of Products will be made between the Designated Party placing the order and a Supplier. Axis undertakes no responsibility of the Designated Party's obligations towards the Supplier, but the Designated Party acts on its own behalf. A "Designated Party" shall mean an EMS or other third party designated by Axis to which Supplier shall deliver the Product.

2.3 Axis is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear in any proposal, quotation, price list, order confirmation, acknowledgment, invoice, packing slip or the like used by Supplier, unless otherwise explicitly agreed in writing between the parties.

### 3 Quality and Environmental Requirements

3.1 Supplier shall ensure that the Product complies with the EU RoHS (Restriction of Hazardous Substances in Electrical and Electronic Equipment) directive 2011/65/EU, including any amendments, updates or replacements thereof from time to time. Supplier shall comply with the EU REACH (Registration, Evaluation, Authorization and Restriction of Chemicals) directive EC no 1907/2006, including any amendments, updates or replacements thereof from time to time. Upon Axis' request, Supplier undertakes to provide Axis with RoHS and REACH statements or a material declaration for the Products. Further, as regards labelling of Products for end users, Supplier shall ensure that the Products complies with the WEEE (Waste from Electrical and Electronic Equipment) directive 2002/96/EG.

3.2 Supplier undertakes to perform necessary due diligence activities to ensure responsible sourcing of minerals from conflict-affected and high-risk areas in line with OECD (Organisation for Economic Co-operation and Development) guidelines.

3.3 Supplier undertakes to be qualified and to keep a valid ISO 9001 certificate. Further, Supplier undertakes to be certified in accordance with ISO 14001 or have an environmental management system compliant with the basic principles of ISO 14001. Should any certification of Supplier expire or be withdrawn, Supplier must immediately inform Axis hereof and Axis shall have the right to terminate the Agreement with immediate effect. Supplier shall, upon request from Axis, provide the relevant certificates to Axis.

3.4 Supplier undertakes to comply with Axis' Supplier Code of Conduct.

### 4 Changes in Products, Discontinuation

4.1 If any changes are made to the Products, Supplier undertakes to without delay notify Axis hereof in writing at the latest six (6) calendar months prior to the date from which the changes apply as indicated in the notification. The same notification period applies if Supplier decides to end sale of the Products and Axis shall, at its sole discretion, have the right to submit a last time order.

### 5 Packaging and transport

5.1 Supplier shall, without additional cost for Axis, pack the Products in such a way that it is safe for transportation and in conformance with good commercial practice, government regulations and other applicable standards. Further, Supplier shall ensure the following: (i) Pallet shipments - the use of wooden pallets according to ISPM 15; and (ii) Parcel deliveries - the use of transport boxes intended for the shipment in question. Axis has the right to claim replacement of Products if Supplier have packed the Products contrary to the packing requirements stated above.

### 6 Terms of Delivery

6.1 Unless otherwise notified by Axis in writing, all deliveries of Products under the Agreement will be made on delivery terms: (i) Road transports within Europe - FCA, Supplier's premises (Incoterms® 2020); (ii) Ocean freights - FCA, Port of loading terminal (Incoterms® 2020); and (iii) Air freights - FCA, airport of export (Incoterms® 2020).

6.2 Time is of essence and all dates referred to in the Agreement shall be firm. If delivery occurs later than ten (10) weeks from the agreed delivery date, Axis shall have the right to cancel the delayed order through written notice to the Supplier. In such case, Axis shall be entitled to all verified damages, losses, costs and expenses arising as a result of such cancellation.

### 7 Prices. Payment Terms

7.1 Prices are fixed, unless otherwise explicitly agreed in writing between the parties. Supplier is not entitled to impose an invoicing charge.

7.2 All payments shall be made within sixty (60) days after Axis has received Supplier's invoice, unless otherwise explicitly agreed in writing.

7.3 All prices are stated, and all payments shall be made, in USD, if not otherwise agreed in writing.

7.4 Each party shall pay its own transaction fees pertaining to such payment, including any applicable bank charges and fees.

7.5 If Supplier in Axis' reasonable opinion fails to fulfill any of its obligations under the Agreement, Axis may suspend payment to Supplier upon reasonably notice.

### 8 Right of resale

8.1 Axis may, directly or indirectly through its Affiliates or other third parties, sell, market, distribute, import, export and otherwise make the Products, available to the public, as part of product or system manufactured or assembled by or on behalf of Axis.

### 9 Warranty

9.1 Supplier warrants that any and all Products delivered by Supplier (i) will be free from defects in design, material and workmanship; (ii) will fully comply with the specification provided by Supplier; and (iii) are fit for the intended purpose.

9.2 Supplier's liability is limited to defects which appear within a warranty period of thirty-six (36) calendar months from the date of delivery of the relevant Product.

9.3 The remedy in case of a breach of the warranty shall be, at Axis' sole discretion and Supplier's expense, either (i) refund of the full price paid for the defective Products; (ii) repair of the defective Products; or (iii) replacement of the defective Products. If any Product is repaired or replaced by Supplier, Supplier shall be liable for defects in the repaired or replaced Product on the same terms and conditions as those applicable to the original Product. The warranty period for a repaired Product shall be equal to the remaining warranty period for the original Product or six (6) calendar months, whichever is longer.

9.4 If Supplier (i) repeatedly delivers defective Products, or (ii) deviates from the general demands on Supplier (such as environmental aspects or Axis' Supplier Code of Conduct), Axis is entitled to cancel an Agreement, partly or in its entirety. In such case, Supplier shall indemnify Axis for all verified damages, losses, costs and expenses arising as a result of such cancellation.

## **10 Product Liability and Insurance**

10.1 In the event any third party claims, demands, suits or actions ("Claims") are brought against Axis alleging bodily injury (including death) or damage to property (including loss of data) caused by defects in the Products, Supplier shall indemnify and hold Axis harmless from and against any and all damages, costs, expenses (including the reasonable fees of attorneys and other professionals), liabilities and other responsibilities incurred or sustained by Axis.

10.2 Supplier shall have no obligation under Section 10.1 to the extent the Claim is based upon bodily injury or property damage arising from Products that are: (a) misused, altered or modified in any way by Axis or a third party, without Supplier's prior consent, if the alleged bodily injury or property damage would not have occurred but for such misuse, alteration or modification; or (b) combined with other products or devices not furnished by Supplier, if the alleged bodily injury or property damage would not have occurred but for such combination.

10.3 Supplier shall obtain and maintain an insurance policy, including a world-wide product liability insurance, covering its liability in the Agreement. Upon Axis' request, Supplier shall without delay provide to Axis the certification of its insurance.

## **11 Intellectual Property Rights**

11.1 Supplier hereby represents and warrants that (i) it owns, controls or has irrevocable and valid licenses to any and all Intellectual Property Rights pertaining to the Products, including such rights used or needed in production, packaging, marketing and sale of the Products, and (ii) that nothing in this Agreement, the Products, Axis' use of the Products or other disposition of the Products will infringe any Intellectual Property Right of any third party.

11.2 Supplier shall indemnify and hold Axis harmless from and against all damages, costs and expenses (including the reasonable fees of attorneys and other professionals), liabilities and other responsibilities incurred or sustained by Axis which may be imposed upon Axis by reason of any Claim that the Products or the use thereof constitutes an infringement or misappropriation of any Intellectual Property Rights of a third party; provided that Axis without undue delay notifies Supplier of any such Claim.

## **12 Limitation of Liability**

12.1 SUBJECT TO SECTION 12.2 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL OR LOSS OF USE OF CONTRACTS, IN CONNECTION WITH OR ARISING OUT OF OR RELATING TO AN AGREEMENT.

12.2 The limitation of liability in Section 12.1 above, shall not apply to Supplier's undertakings under Section 10 ("Product Liability and Insurance"), 11 ("Intellectual Property Rights"), 13 ("Confidentiality") or if the party in default is guilty of gross negligence or wilful misconduct.

## **13 Confidentiality**

13.1 Each party undertakes, and shall cause all officers, employees, sub-contractors and other persons concerned by an order or Agreement to undertake, to keep secret all information received from the other party and not to use the same except to the extent necessary to fulfil its rights and obligations under an order or Agreement.

## **14 Export**

14.1 Supplier undertakes to comply with all applicable national and international export control regulations.

14.2 Supplier is responsible for providing Axis with:

- written information and instructions (including ECCN codes) regarding any and all export control laws, regulations and restrictions that are applicable from time to time with regard to the Products, and shall, upon request from Axis, to a commercially reasonable extent, assist Axis in obtaining any necessary export licenses or approvals;
- adequate preferential origin certificate, Supplier declarations or similar, in cases where a Free Trade Agreement is applicable, and the Products meet the requirements of preferential origin; and
- the customs HS classification with regard to the Product.

## **15 Reliefs**

15.1 Each party shall be excused from fulfillment of any obligations under an Agreement to the extent that and for so long as such fulfillment is prevented or delayed in whole or in part by strikes, lockouts, or other labor disturbances or by causes beyond its reasonable control, such as fire, flood, war, embargoes, blockades, riots, governmental interference, Acts of God and defects or delays in deliveries by subcontractors if caused by any circumstances referred to in this Section.

15.2 If by reason of any circumstances as above mentioned, the fulfillment of an Agreement becomes impossible for more than ninety (90) consecutive days then either party shall be entitled to terminate the Agreement by written notice to the other party.

## **16 Publicity**

16.1 No press release or public announcement of any kind, nor issuing of any promotional material, relating to an order or an Agreement or its contents shall be made by Supplier without Axis' written approval.

## **17 Assignment**

17.1 Supplier may not assign or transfer his right and obligations, whether in whole or part, or any of its rights or obligations thereunder without the prior written consent of Axis.

## **18 Governing Law and Arbitration**

18.1 These General Purchase Conditions shall be governed by the substantive laws of Sweden, without regard to the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

18.2 Any dispute, controversy or claim arising out of or in connection with these conditions or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Lund, Sweden. The language of the proceedings, documentation and the award shall be English.

18.3 The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover, inter alia, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other parties. Notwithstanding the above, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other parties in connection with the dispute, or if obligated to do so pursuant to statute, regulation, a decision by an authority, a stock exchange agreement or similar.





## LETTER FOR CHANNEL PURCHASING

**Date:** February 7, 2022

**To:** Alabama Community College System  
135 South Union Street  
Montgomery, AL 36130-2130

**Bid Number or Project Name:** The Alabama Community College System - Information Technology Joint Purchasing Agreement RFB

Cisco Systems, Inc. ("Cisco") hereby confirms that, as of the date of this letter, Mainline Information Systems is a Premier certified Cisco channel partner and that Cisco and Mainline Information Systems have entered into an agreement for the purchase and resale of Cisco Products and/or Services (the "Agreement").

This means that Mainline Information Systems has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in United States as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Furthermore, Mainline Information Systems is specialized in the following Cisco technologies:

- Advanced Collaboration Architecture Specialization;
- Advanced Data Center Architecture Specialization;
- Advanced Enterprise Networks Architecture Specialization; and
- Advanced Security Architecture Specialization

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate.

If you need any additional information, please do not hesitate to contact Chad Smith at [chadsm@cisco.com](mailto:chadsm@cisco.com).

A handwritten signature in blue ink, appearing to read "Brian Dulac".

Brian Dulac, Director, Finance

Cisco Systems, Inc.

January 28, 2022

To whom it may concern:

On behalf of Cohesity, Inc. ("**Cohesity**"), we are writing this letter to confirm that Mainline Information Systems, Inc is a registered and authorized reseller of Cohesity's products and services in the United States.

If you desire additional information, please contact Eric Goodeve at 919-656-0102, or by e-mail at [eric.goodeve@cohesity.com](mailto:eric.goodeve@cohesity.com).

Sincerely,

DocuSigned by:  
  
406E2FA95F2D4E3

Mark Davied  
Senior Director, Global Partner Development

02 February, 2022

To:

Mainline Information Systems  
1700 Summit Lake Dr. Tallahassee, FL 32317

Subject: Manufacturers Authorization Letter for RFP 2022 ACCS Information Technology  
Joint Purchase Agreement RFB

To Whom It May Concern:

We, Commvault Systems, Inc. (“Commvault”)  
1 CommVault Way, Tinton Falls, NJ 07724

Who are established and reputed “manufacturers/developers” of Commvault software (the “Software”) do hereby certify that Mainline Information Systems (“Reseller”) is authorized to resell Commvault software and the accompanying services, pursuant to the terms of our Partner Advantage Program Agreement which is currently valid and ongoing. As of the date of this letter, Reseller is a MarketBuilder Tier Level Partner authorized to act as a reseller of the full line of Commvault products within: United States. Reseller is not authorized to negotiate or agree to any terms or conditions on behalf of Commvault.

When supplied through Reseller, these products are subject to the terms of Commvault’s end user license and limited warranty agreement and standard warranty and support terms for the contractual period in accordance with our published support policy available at:

<https://ma.commvault.com/support>

Commvault agrees to supply support services which may include Software upgrades, security patches, known fixes, workarounds and bug fixes, as and when available, and assure the availability of support services for the product whilst under an active maintenance agreement.

Yours faithfully,



Jesse Grindeland  
VP - Channel Sales Americas  
260237





CrowdStrike, Inc.  
150 Mathilda Place  
3<sup>rd</sup> Floor  
Sunnyvale, CA 94086  
[www.crowdstrike.com](http://www.crowdstrike.com)  
(888) 512-8906

1/31/2022

To Whom It May Concern,

This letter is to confirm that Mainline Information Systems, Inc. located  
at 1700 Summit Lake Dr Tallahassee Florida United States 32317-7942 and  
CrowdStrike, Inc. entered into a Master Partner Agreement with Resale Addendum dated 3/12/2018  
(the "Reseller Agreement"). Under the Reseller Agreement, Mainline Information Systems, Inc.  
is authorized to market and sell CrowdStrike products and services to customers located in:  
United States

This information is accurate as of the date of this letter, but subject to change without notice.

Sincerely,

*Matthew Polly*

Matthew Polly  
VP, WW Alliances | CrowdStrike, Inc.  
[alliances\\_operations@crowdstrike.com](mailto:alliances_operations@crowdstrike.com)



**1/28/2022**

**Mainline Information System, Inc.**

**1700 SUMMIT LAKE DR**

**TALLAHASSEE, FL 32317**

**US**

RE: Dell Technologies Partner Program - Authorized Reseller

Reseller: **Mainline Information System, Inc.**

This letter confirms that as of the date written above, Reseller identified above is currently an authorized reseller participating in the Dell Technologies Partner Program. This relationship authorizes Reseller to resell Dell and Dell EMC products and services to commercial end-users <sup>1</sup> in accordance with the Reseller Terms of Sale at [www.dell.com/resellerterms](http://www.dell.com/resellerterms) or the EMC Channel Partner Reseller Agreement as applicable, and the Dell Technologies Partner Program Agreement.

Warm regards,

A handwritten signature in black ink, appearing to read 'Gregg Ambulos', written over a light grey horizontal line.

Gregg Ambulos

Senior Vice President

North America Channel Sales

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<sup>1</sup> This letter is not an authorization to resell Dell or Dell EMC products to Federal end-users or to end-users prohibited by the Dell Technologies Partner Program Agreement, the Dell Technologies Reseller Terms of Sale, Partner's existing EMC Channel Partner Reseller Agreement, or any reseller terms applicable to products from a Dell Technologies Strategically Aligned Business. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business.



February 3, 2022

Re: Letter of Authorization for Mainline Information Systems, Inc.

This letter confirms Mainline Information Systems, Inc. is currently an authorized reseller of all F5 Government Solutions LLC ("F5") products and services in the United States. Mainline Information Systems, Inc. is an Authorized Level Unity+ partner with F5, subject to the terms and conditions between F5 and Mainline Information Systems, Inc. regarding such relationship. Mainline Information Systems, Inc. is an independent contractor and has no authority to commit and/or bind F5 or its affiliates in any way.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Peter Kersten'.

Peter Kersten  
Regional Vice President, Federal Sales  
12012 Sunset Hills Road  
Reston, VA 20190

---

Lenovo.com

---

8001 Development Drive  
Morrisville, NC 27560



February 1, 2022

Alabama Community Colleges System  
135 S Union Street  
Montgomery, AL 36104

RE: Authorized Distributor in response to RFB 2022 ACCS Information Technology Joint Purchase Agreement

To Whom it May Concern,

This letter is to certify that, Mainline Information Systems, is an authorized reseller of Lenovo Global Technology (United States) Inc.'s full product line and all Lenovo Global Technology (United States) Inc.'s equipment, warranties are also applicable.

We look forward to working with the Alabama Community Colleges System and Mainline Information Systems on this engagement.

Sincerely,

A handwritten signature in black ink that reads "Paul Battle". The signature is written in a cursive, flowing style.

Paul Battle  
Executive Director US Corporate & Public Sector  
Lenovo Global Technology (United States) Inc.



www.netapp.com

703.918.7200 Tel  
703.918.7301 Fax

1921 Gallows Road  
Suite 600  
Vienna, VA 22182

February 07, 2022

1700 Summit Lake Dr  
Tallahassee, FL 32317

REF: **Letter/State/Contract/RFP Number**

To Whom It May Concern,

NetApp, Inc. ("NetApp") affirms that Mainline Information Systems ("Partner") is an authorized reseller of NetApp products and services in the SLED market.

NetApp shall provide to Partner the products and services ("Products") listed in NetApp's North America Price List for the above-referenced ACCS-2022-01 ("Contract") beginning on the date wherein NetApp Products are added to the Contract and for the duration of the Contract and any extensions thereof, subject to the conditions below.

Partner must at all times be a NetApp reseller in good standing. If for any reason Partner contract with NetApp lapses or is terminated, the authorization under this letter shall immediately be revoked and Partner shall work to remove its listing of NetApp products and services from the Contract.

Nothing in this letter shall be construed as imposing additional terms and conditions upon NetApp in relation to Partner's sales of Products under the Contract; all such sales shall be governed by the terms and conditions of the reseller agreement in place between NetApp and Partner at the time of sale.

NetApp Products proposed for inclusion on the Contract or any subsequent Contract modification are commercial-off-the-shelf ("COTS") products and services developed entirely at private expense; are of a type customarily used by the general public for purposes other than governmental purposes; and are sold, leased, or licensed in the course of normal business operations to the general public. Partner shall not extend to Contract end-users any rights to NetApp's intellectual property beyond those expressly authorized by NetApp.

NetApp will provide Standard Pricing for Products made available for inclusion on the Contract. NetApp's Standard Pricing provides a small incremental discount to the pricing offered through NetApp's WSCA-NASPO pricing (inclusive of applicable fees). Please contact your distributor for more details on Standard Pricing. Note that Registered Pricing may be available for selected sales opportunities completed under the Contract following award provided that all the Registration criteria are met for the opportunity. NetApp reserves the right to cancel this letter of authority, either in whole or in part, upon thirty (30) days written notice.

|                               |  |
|-------------------------------|--|
| Manufacturers Name:           | NetApp, Inc.                                 |
| Point of Contact:             | Harry Franks, SLED Sales Operations Manager  |
| Address:                      | 1395 Crossman Ave., Sunnyvale, CA 94089, USA |
| Telephone:                    | 408-822-6000                                 |
| Fax:                          | 703-918-7301                                 |
| NetApp Dun and Bradstreet No: | 80-205-4742                                  |

Sincerely,

A handwritten signature in black ink that reads 'Michelle Rudnicki'.

Michelle Rudnicki  
VP NetApp US Public Sector



Certificate no.: 63217-2009-AQ-USA-ANAB  
Place and date: Katy, TX, 06 October, 2021

## Appendix to Certificate

### NetApp, Inc.

Locations included in the certification are as follows:

| Site Name                | Site Address   | Site Scope   |
|--------------------------|--|--|
| NetApp, Inc.             | 1395 Crossman Avenue, Sunnyvale, CA, 94089, USA  | Design and Development, Manufacture, Sales, Support and Services |
| NetApp - Bangalore       | ITPL Main Road, Hoodi, Bangalore - 560048, Karnataka, India                                    | Design and Development, Support and Services                     |
| NetApp - Amsterdam (EHQ) | Vision Plaza East, Boeing Avenue 300, 1119 Schiphol Rijk, Netherlands                          | Sales, Support and Services                                      |
| NetApp- Munich           | Sonnenallee 1, 85551 Kirchheim b. Munchen, Germany   | Sales, Support and Services                                      |
| NetApp-Düsseldorf        | Gladbecker Strasse 5 - Düsseldorf, Germany   | Sales, Support and Services                                      |
| NetApp-Hamburg           | Harburger Schloßstrasse 26, 21079 Hamburg, Germany   | Sales, Support and Services                                      |
| NetApp-Stuttgart         | Wankelstrasse 3, 70563 Stuttgart, Germany  | Sales, Support and Services                                      |
| NetApp-Frankfurt         | Gutenbergstrasse 10, 63263 Neu-Isenburg, Germany   | Sales, Support and Services                                      |
| NetApp - Walldorf        | Partnerport, Alttrottstrasse 31, D-69190 Walldorf, Germany                                     | Sales, Support and Services                                      |
| NetApp- Berlin           | Kurfürstendamm 21, 10719 Berlin, Germany   | Sales, Support and Services                                      |
| NetApp - Wichita         | 3718 North Rock Road, Wichita, KS, 67226, USA  | Design and Development, Manufacture                              |
| NetApp - RTP             | 7301 Kit Creek Road, Research Triangle Park, NC, 27709, USA                                    | Design and Development, Support and Services                     |
| NetApp- Boulder          | 1048 Pearl Street, Suite 250, Boulder, CO, 80302, USA  | Design and Development   |
| NetApp - Boston          | 1601 Trapelo Road, Waltham, MA, 02451, USA   | Design and Development   |
| NetApp - Vancouver BC    | 2608 Granville Street, Unit #401, Vancouver, BC, V6H 3V3, Canada                               | Design and Development   |
| NetApp - Iceland         | Kringlan 5, 103, Reykjavik, Iceland  | Design and Development   |
| NetApp- Israel           | Ackerstein Towers Building D, 12 Abba Eban Ave., West Wing, 9th Floor, 47625, Herzliya, Israel | Design and Development   |
| NetApp- Israel           | 18 Aharon Bart St, Kiryat-Arie, 4951038, Petach-Tikva, Israel                                  | Design and Development   |
| NetApp- Israel           | 9 Ahad HaAm Street, Shalom Tower, 6525101, Tel Aviv, Israel                                    | Design and Development   |

February 8, 2022

Alabama Community College System (ACCS)

ACCS-2022-01 JPA RFB

Subject: Authorization of Mainline Information Systems, Inc. (Mainline)

To Whom It May Concern,

The purpose of this letter is to confirm that Mainline is an Innovator partner of Palo Alto Networks, Inc in good standing. Mainline is authorized to resell Palo Alto Networks products and services under the referenced RFP (ACCS-2022-01 JPA RFB).

Should you have any questions regarding this matter, please do not hesitate to contact me via e-mail: [racheampon@paloaltonetworks.com](mailto:racheampon@paloaltonetworks.com).

Sincerely,



Regina Acheampong  
Sr. Director, Business Operations





January 28, 2022

Mainline Information Systems  
1700 Summit Lake Drive  
Tallahassee, FL 32317

Attn: Jennifer Miles, Account Executive

Ref: Letter of Authorization – Alabama Community College RFB for ACCS

Encl: ISO Certification

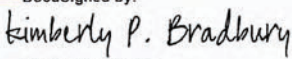
Dear Ms. Miles,

This letter is to confirm that Mainline Information Systems (“Mainline”) is an authorized reseller in good standing of Pure Storage, Inc. (“Pure Storage”) products and services. As such Mainline is authorized to sell all Pure Storage products and services.

Pure Storage hereby certifies that it operates a Quality Management System which complies with the requirements of ISO 9001.

Should you require any additional information, please feel free to contact me at (301) 717-9968 or [kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com).

Sincerely,

DocuSigned by:  
  
B97819797A454C9...

Kimberly P. Bradbury  
Sr. Director, Public Sector Contracts



Date: 20. Jan. 2022

Re: Mainline Information Systems 2022 Authorization Letter

Mainline Information Systems  
1700 Summit Lake Drive  
Tallahassee, FL 32317

To Whom It May Concern:

Red Hat, Inc. verifies that Mainline Information Systems is currently a Premier Business Partner in the United States and Canada.

Mainline Information Systems is authorized to sell Red Hat and JBoss products or services that are available through distributors in the United States and Canada.

Regards,



Nancy Bohannon  
Vice President, Area Sales



VMware, Inc.  
3401 Hillview Avenue, Palo Alto, CA 94304

www.vmware.com

**Alabama Community College System**  
**135 South Union St**  
**Montgomery, AL, 36104, UNITED STATES**

**RE: Public Tender - Alabama Comm College System RFB**

31-January-2022

**MANUFACTURER'S AUTHORIZATION FORM**  
**(VMware Partner Connect Partner – US Only)**

VMware, Inc., a company organized and existing under the laws of Delaware, with its principal place of business at 3401 Hillview Avenue, Palo Alto, California 94304 (“**VMware**”) hereby confirms that, as of the date above, **Mainline Information Systems**, with its principal place of business at **1700 Summit Lake Drive, Tallahassee, FL, 32317, UNITED STATES**, (“**Partner**”) is a VMware authorized Partner Connect partner. VMware is a supplier and issuer of VMware equipment, and software licenses and provider of services, in the United States.

As a member of VMware’s Partner Connect Program, Partner is authorized to (a) resell VMware offerings; (b) acquire and utilize VMware’s software licenses to provide Partner-hosted services which Partner offers pursuant to Partner’s terms of service; and (c) acquire and utilize VMware’s cloud service offerings in support of Partner’s managed service offerings, which Partner offers pursuant to Partner’s terms of service.

Under the resell authorization, Partner is authorized to: (1) submit a bid which includes VMware equipment, licenses, and services and (2) if selected, purchase the VMware equipment, licenses, and services through a VMware authorized Distributor and resell such VMware equipment, licenses, and services in **UNITED STATES** as per the terms and conditions of the VMware Partner Connect Agreement between Partner and VMware.

When Partner is reselling VMware offerings, VMware shall (a) deliver the VMware equipment, licenses, and services to end user and (b) fulfill all associated warranty and support obligations subject to the applicable end user terms and conditions (<https://www.vmware.com/download/eula.html>) and the applicable Support and Subscription Terms and Conditions (<http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-support-terms-conditions.pdf>).

VMware, Inc.

Kathy Twomey  
Director, Partner Program Lifecycle Management

## Appendix II – Equipment and Services Schedule

| OEM          | Equipment and Services Schedule   |
|--------------|---|
| Axis         | Digital copy provided   |
| Cisco        | <a href="https://ciscogpl.com/">https://ciscogpl.com/</a>   |
| Cohesity     | Digital copy provided   |
| Commvault    | Digital copy provided   |
| Crowdstrike  | Digital copy provided   |
| Dell         | <a href="https://misinc-my.sharepoint.com/personal/bryan_samson_mainline_com/_layouts/15/onedrive.aspx?id=%2Fpers%5Fmainline%5Fcom%2FDocuments%2FAVendor%2FA%20DellEMC%2FChannelAdmin%2FPriceL">https://misinc-my.sharepoint.com/personal/bryan_samson_mainline_com/_layouts/15/onedrive.aspx?id=%2Fpers%5Fmainline%5Fcom%2FDocuments%2FAVendor%2FA%20DellEMC%2FChannelAdmin%2FPriceL</a> |
| F5           | Digital copy provided   |
| Fortinet     | <a href="https://www.fortinet.com/content/dam/fortinet/assets/data-sheets/Fortinet_Product_Matrix.pdf">https://www.fortinet.com/content/dam/fortinet/assets/data-sheets/Fortinet_Product_Matrix.pdf</a>   |
| HPE          | <a href="https://www.hpe.com/us/en/product-lines.html">https://www.hpe.com/us/en/product-lines.html</a>   |
| IBM          | N/A – IBM does not offer customer facing price lists / catalogs. Please contact Jennifer Miles for pricing.   |
| Juniper      | <a href="https://www.juniper.net/us/en/partners/pricing/state-and-local-price-list.html">https://www.juniper.net/us/en/partners/pricing/state-and-local-price-list.html</a>   |
| Lenovo       | Digital copy provided   |
| Milestone    | Digital copy provided   |
| Palo Alto    | Digital copy provided   |
| Net App      | <a href="https://www.netapp.com/pdf.html?item=/media/12984-uspublicsectorpricelistpdf.pdf">https://www.netapp.com/pdf.html?item=/media/12984-uspublicsectorpricelistpdf.pdf</a>   |
| Pure Storage | <a href="https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/path/content/dam/purestorage/pricelist.pdf">https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/path/content/dam/purestorage/pricelist.pdf</a>   |
| RedHat       | <a href="https://www.immixgroup.com/redhat/?section=contractspricelists">https://www.immixgroup.com/redhat/?section=contractspricelists</a>   |
| Veeam        | <a href="https://www.veeam.com/licensing-pricing.html?ad=menu-products">https://www.veeam.com/licensing-pricing.html?ad=menu-products</a>   |
| VMware       | <a href="https://misinc-my.sharepoint.com/personal/bryan_samson_mainline_com/_layouts/15/onedrive.aspx?id=%2Fpers%5Fmainline%5Fcom%2FDocuments%2FAVendor%2FA%20VMWare%2FPriceLists">https://misinc-my.sharepoint.com/personal/bryan_samson_mainline_com/_layouts/15/onedrive.aspx?id=%2Fpers%5Fmainline%5Fcom%2FDocuments%2FAVendor%2FA%20VMWare%2FPriceLists</a>                         |

Mainline professional services are offered at the rates established on the following two (2) pages:

## Appendix III – Compliance Statement

| <b>COMPLIANCE STATEMENT TO TERMS AND CONDITIONS</b>  |  |   |
|--|--|---|
| Bidder complies with the terms and conditions of the Request for Bids except as set forth in the following proposed modifications and additions: |  |   |
| <b>RFP Reference</b>   | <b>Bidder's Proposed Conditions</b>  | <b>Brief Explanation of Proposal</b>  |
| RFB, Section 3.32<br>Title Passage   | Mainline proposes the following change:<br>"Title to equipment shall pass to the procuring entity upon <del>acceptance</del> <b>delivery</b> of equipment."  | Mainline wishes to pass title to recipient upon delivery.   |
| RFB, Section 3.35.A<br>Acceptance  | Mainline proposes the following change:<br>"The procuring entity shall determine whether all <del>products</del> <b>Equipment</b> delivered to it meet the <del>vendor</del> <b>manufacturer's</b> published specifications. No payment shall be made for any <del>product</del> <b>Equipment</b> until the <del>products have</del> <b>Equipment has</b> been accepted by the procuring entity.<br><br>Unless otherwise agreed upon between the procuring entity and the vendor, within <del>thirty</del> <b>ten</b> (10) days from the date the procuring entity receives <del>written notice from the vendor that payment is requested for services</del> <b>the deliverable (in the case of vendor-performed fixed fee professional services)</b> or within <del>thirty</del> <b>ten</b> (10) days from the receipt of <del>products</del> <b>Equipment (the "Acceptance Period")</b> , the procuring entity shall accept or reject the products or services. <b>If the procuring entity does not provide written notice of rejection before the end of the Acceptance Period, the services or Equipment shall be deemed accepted. With respect to deliverables resulting from vendor performed fixed fee professional services, acceptance shall be determined by the deliverables' compliance with the applicable Statement of Work specifications."</b> | Mainline wishes to clarify acceptance terms for products and deliverable-based professional services. |
| RFB, Section 3.35.B<br>Payment of Invoice  | Mainline proposes the following change:<br>"Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from <del>acceptance</del> <b>receipt of vendor's invoice</b> .<br>In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order."   | Mainline wishes to define payment period from receipt of Mainline invoice.                            |

|  |  |   |
|--|--|---|
| <p>RFP, Section 3.36<br/>Shipment and<br/>Risk of Loss</p> | <p>Mainline proposes the following changes:<br/>"Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.</p> <p>All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.</p> <p>Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products <b>upon delivery to the carrier for the return shipment</b>, except for loss or damage directly attributable to the negligence of the procuring entity.</p> <p>Unless otherwise agreed upon by the procuring entity, the vendor <del>is responsible for</del> <b>agrees to assist the procuring entity with the processing of</b> the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.</p> <p>Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify)."</p> | <p>Mainline wishes to clarify its obligations with respect to returned equipment.</p> |
| <p>RFB, Section 3.40</p>                                   | <p>"Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid</p>  | <p>Mainline wishes to clarify its</p>   |

|                                   |  |  |
|-----------------------------------|--|--|
| Delivery of Product               | <p>purchase order unless otherwise negotiated with procuring entity.”</p> <p><u>Mainline agrees to process orders in a manner which supports thirty (30) day delivery lead times from receipt of order. However, given current global supply chain and transport challenges, Mainline nor OEMs can guarantee delivery times. Mainline will work with the System to identify any specific delivery requests and address any expedited delivery intervals.</u></p>   | <p>obligations with regards to shipping and delivery times. Delivery intervals for OEM products vary due to product availability and levels of activity in distribution channels.</p>  |
| RFB, Section 3.44 Indemnification | <p><del>The vendor shall indemnify and hold harmless the System from any loss cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.</del></p> <p>The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all <b>third party</b> claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with <del>the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation,</del> any and all claims for injury or death to persons or damage to <b>real or tangible</b> property <b>caused by Vendor's negligence</b> or any and all claims Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement <b>by Vendor's professional services, except to the extent such claim arises from or in connection with the System's modification of the services, Vendor's compliance with System's specifications or System's failure to use corrections or enhancements provided to the System.</b> The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against</p> | <p>Mainline wishes to clarify its indemnification obligations. The applicable Manufacturer's terms will govern indemnification and warranty terms for products.</p> <p>Mainline is willing to discuss these changes with the System.</p> |

|   |   |   |
|---|---|---|
|   | <p>the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees.</p> <p>Vendor's indemnification obligations are contingent upon the System providing vendor with a) prompt written notice of any such claim; b) sole control of the defense and settlement of any such claim; and c) reasonable cooperation and assistance in resolving such claim.</p> <p>For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof who have purchased the professional service giving rise to the claim for damages from vendor and their respective officers, directors, employees, agents and assigns.</p> |   |
| Limitation of Liability for Professional Services | <p>Mainline wishes to add the following provision to the terms and conditions:</p> <p><b>NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, ANY LOSSES OR DAMAGES AS A RESULT OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF (1) THE TOTAL SUM THUS FAR PAID, WITH RESPECT TO THE PARTICULAR SOW WHICH, UNDER THIS AGREEMENT, GAVE RISE TO THE LOSSES OR DAMAGES, (2) THE ACTUAL DAMAGES SUSTAINED, OR (3) ONE HUNDRED THOUSAND DOLLARS (\$100,000).</b></p> <p><b>UNDER NO CIRCUMSTANCES WILL MAINLINE OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, SUPPLIERS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE, OR DATA WHETHER IN AN ACTION ARISING IN CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF MAINLINE HAS BEEN</b></p>  | <p>Mainline wishes to establish a reasonable limitation of liability applicable to Mainline's delivery of Professional Services.</p> <p>Mainline is willing to discuss this revision with the System.</p> |

|                                  | <b>APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.</b>   |   |
|----------------------------------|--|---|
| Supplier of Third Party Products | <p>MAINLINE warrants that it is an authorized remarketer of manufacturer supplied technology equipment, with peripherals, software, networking, equipment, maintenance, and support services (Third Party Products) as requested in this RFB. As applicable to vendor's sale of remarketed manufacturer supplied technology equipment, software, maintenance, and related support services, vendor shall pass to the System all applicable manufacturer end user terms related to performance indemnification, Patent, Trademark, Copyright, Intellectual Property, and/or Trade Secret infringement indemnification. Any Third-Party Products' agreement shall be separate and distinct from this Agreement, and MAINLINE and its assigns shall not have any rights or obligations thereunder or with respect to such Third Party Products.</p> | <p>Mainline wishes to clarify its role as a value-added reseller of Third-Party Products and include terms specifying the applicable third party's terms will govern warranty and indemnification provisions.</p> |