

# The Alabama Community College System

RFB ACCS-2024-01 for Manufacturer Supplied Technology Equipment

Due: February 9, 2024

MPROVE SERVICE. MANAGE COST. REDUCE RISK.



February 9, 2024

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, LLC proposal for Manufacturer Supplied Technology Equipment in response to The Alabama Community College System RFB ACCS-2024-01. 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 or (678) 524-7410 for any additional information regarding this proposal.



Sincerely,

Joseph P. Elebash Chief Financial Officer Mainline Information Systems, LLC



# The Alabama Community College System

RFB ACCS-2024-01 for Manufacturer Supplied Technology Equipment

Due Date: February 9, 2024

#### **Prepared For:**

**Presented By:** 

Tokrica Mack The Alabama Community College System 135 South Union Street Suite#135 Montgomery, Alabama 36104 Tokrica.moore@accs.edu Jennifer Miles Account Executive Mainline Information Systems, LLC (678) 524-7410 jennifer.miles@mainline.com



# **Evaluation Submission Form**

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. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to <u>jpa-notification@accs.edu</u>

Vendor Name: \_\_\_\_\_\_Mainline Information Systems, LLC \_\_\_\_\_\_ Date: 2/9/2024

	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

### Website Address. www.mainline.com

### **BID INFORMATION INDEX**

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

	Document Name	Page Number(s)
Product and Services Delivery Overview	Mainline Response to ACCS	RFB ACCS-2024-01 8
Geographic Coverage	Same	14 – 15, 18 – 19
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**

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 whether it is 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:

Cisco	Fortinet	Pure Storge
Cobalt Iron	HPE	RackTop
Commvault	IBM	RedHat
Crowdstrike	Juniper	Rubrik
Dell	Komprise	SUSE
Exagrid	Lenovo	Veeam
F5	Palo Alto	VMWare



# **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 Personal and Advertising Injury Products/Completed Operations General Aggregate	\$2,000,000 \$2,000,000 \$2,000,000 \$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:** Headquartered in Tallahassee, FL, and with revenues in excess of \$1 billion, Mainline Information Systems, LLC is a leading, diversified IT solutions provider serving the infrastructure needs of blue-chip enterprises. Founded in 1989, the company designs and implements custom IT solutions for enterprises and provides associated professional and managed services. Mainline has leveraged its technical data center expertise, diverse partner network, and consultative customer-centric approach to become a leading provider of enterprise server, hybrid cloud, cyber storage, and network and security solutions.

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 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.

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 1000 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 top among its peers in the value-added reseller market.

In 2023, Mainline was acquired by H.I.G. Capital, a leading global alternative investment firm with \$59 billion of capital under management. Based in Miami, and with offices in New York, Boston, Chicago, Dallas, Los Angeles, San Francisco, Atlanta, and Stamford in the U.S., as well as international affiliate offices in London, Hamburg, Madrid, Milan, Paris, Luxembourg, Bogotá, Rio de Janeiro, São Paulo, and Dubai, H.I.G. specializes in providing both debt and equity capital to mid-sized companies, utilizing a flexible and operationally focused/ value-added approach.

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 cloud services.

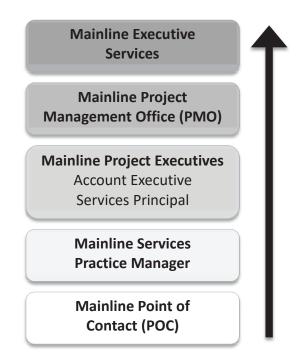


Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

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



nationwide 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 vendoragnostic 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. Mainline storage partners include Dell, HPE, IBM, Lenovo, and Pure Storage. For backup solutions, within the category of storage, we partner with 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 <u>Mainline | Partners Overview & Solutions</u>

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, 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



#### (678) 524-7410

Jennifer Miles, Mainline Account Executive, has 24 years of technology experience. 12 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:

Susan Dayton Sales Support Representative Susan.Augugliaro@mainline.com (850) 219-5483

Susan Dayton, Sales Support Representative, has over 15 years of experience at Mainline serving customers in the southeast. Susan lives in New Port Richey, FL 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 <u>charles.vianey@mainline.com</u> (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 14 years. Charles is responsible for the systems engineering support team and is based in Birmingham.

Mike O'Brien Mainline Solutions Architect <u>mike.obrien@mainline.com</u> (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 over 20 years.

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

Terry Smith, Mainline Network Architect, has over 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 20 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 5 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:

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

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

Reference #3	Troy University
Point of Contact	Greg Price
Address	110 University Park, Troy, AL 36082
Phone	334-670-3507
Services Provided	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.

Category	Discount Range
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	N/A
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
Cisco	1-800-553-2447	https://www.cisco.com/c/en/us/support/index.html
Cobalt Iron	1-888-584-4766	https://support.cobaltiron.com
Commvault	1-877-780-3077	https://support.commvault.com/Support/Contact
Crowdstrike		https://supportportal.crowdstrike.com/s/login/?ec=302&startUR L=%2Fs%2Fget-help
Dell	1-800-624-9896	https://www.dell.com/support/home/en-us
Exagrid	1-774-760-0292	www.exagrid.com/tech-support
F5	1-888-882-7535	https://my.f5.com/manage/s/
Fortinet	1-866-868-3678	https://www.fortinet.com/support/contact
HPE	1-800-633-3600	https://www.hpe.com/psnow/doc/A00039121ENW
IBM	1-877-426-6006	https://www.ibm.com/mysupport/s/?language=en_US
Juniper	1-888-314-5822	https://support.juniper.net/support/requesting-support/
Komprise	1-888-995-0290	https://komprise.freshdesk.com/support/home
Lenovo	1-855-253-6686	https://support.lenovo.com/us/en
Palo Alto	1-866-898-9087	https://support.paloaltonetworks.com/Support/Index
Pure Storage		https://www.purestorage.com/legal/evergreen-program- description.html
RackTop	1-888-472-2586	https://www.racktopsystems.com/support/
RedHat	1-888-733-4281	https://www.redhat.com/en/services/support
Rubrik	1-800-997-5896	https://support.rubrik.com/s/login/
Semperis	1-888-246-7696	https://www.semperis.com/support/
SUSE		https://www.suse.com/support/handbook/
Veeam	1-800-774-5124	https://www.veeam.com/support.html
VMWare	1-877-486-9273	https://www.vmware.com/support/contacts.html

#### 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 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 statue or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, 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.

