



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 200223

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0210

Vendor ID: 000000217428

SO Doc ID: ISC1600000015

Legal Name: MAINLINE INFORMATION SYSTEMS INC

Published Date: 5/20/16

Alias/DBA:

Close Date: 6/14/16

Total Bid: \$55,896.00

Close Time: 13:30

Response Date: 06/13/2016

Status: Closed

Response Time: 17.03

Solicitation Description: Maintenance Subscription for IBM Spectrum Protect

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 200223

Solicitation Description : Maintenance Subscription for IBM Spectrum Protect

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-06-14 13:30:00	SR 0210 ESR06131600000006028	1

VENDOR
000000217428 MAINLINE INFORMATION SYSTEMS INC

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	One (1) Year IBM Spectrum Protect Subscription or Equal	1.00000	EA	\$55,896.000000	\$55,896.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	3.1.1 Annual subscription licensing, maintenance, and support for Spectrum Protect Version 7.1.1.0, or equal, with 17 terabytes of protected data running on a single IBM AIX P720 file server.
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**EXHIBIT A – Pricing Sheet
Support for IBM Spectrum Protect**

Contract Item	Description	Manufacturer and Model if bidding *or equal products	Quantity	Per Terabyte	Extended Cost
3.1.1	One (1) Year D1IQ6LL IBM Spectrum Protect Suite Entry - Front End Terabyte (1-100) License and Software Subscription and Support	N.a	17	\$3,288.00	\$55,896.00
				Total Cost	\$55,896.00

From the

DATA CENTER

to the **DESKTOP**

Department of Administration

CRFQ 0210 ISC1600000015 for Maintenance
Subscription for IBM Spectrum Protect

Due: June 14, 2016

IMPROVE SERVICE. MANAGE COST. REDUCE RISK.

June 14, 2016

Stephanie Gale
Department of Administration
2019 Washington Street East
Charleston, WV 25305-0130

Dear Stephanie:

Attached, please find the Mainline Information Systems, Inc. proposal for Maintenance Subscription for IBM Spectrum Protect in response to the Department of Administration CRFQ 0210 ISC1600000015. Mainline is an authorized IBM Premier Business Partner in good standing, and has been providing quality IBM products and services with the highest degree of customer service available for over 25 years.

This proposal demonstrates our continued commitment to a successful, long-term relationship with Department of Administration. We have attached a compliance statement which proposes minor modifications to certain terms and conditions contained in the CRFQ.

Thank you for considering the attached proposal to meet your technology needs. I look forward to discussing the elements of this proposal with you in detail. Please feel free to contact me for any additional information.

Sincerely,

Craig Plants

Craig Plants
Account Executive
Mainline Information Systems, Inc.
Phone: 734.674.5317
Email: Craig.Plants@mainline.com

Department of Administration

CRFQ 0210 ISC1600000015 for Maintenance Subscription for IBM Spectrum Protect

Due Date: June 14, 2016

Prepared For:

Stephanie Gale
Department of Administration
2019 Washington Street East
Charleston, WV 25305-0130
stephanie.l.gale@wv.gov

Presented By:

Craig Plants
Account Executive
Mainline Information Systems, Inc.
734.674.5317
Craig.Plants@mainline.com




Compliance Statement

	Bid of Mainline Information Systems	State of West Virginia, RFQ#: 0210 ISC1600000015
COMPLIANCE STATEMENT TO TERMS AND CONDITIONS		
Bidder complies with the terms and conditions of the Request for Quotation except as set forth in the following proposed modifications and additions:		
RFQ Reference	Bidder's Proposed Conditions	Brief Explanation of Proposal
General Terms and Conditions, Section 1, Contractual Agreement	<p>Bidder proposes the following modifications:</p> <p>Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor, subject to the modifications proposed in Vendor's response.</p> <p>Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract except as set forth in Vendor's response.</p>	Mainline wishes to clarify that Vendor's proposed changes will be incorporated into the Contract.
General Terms and Conditions, Section 11, Liquidated Damages	<p>Bidder proposes deletion of the following:</p> <p>Vendor shall pay liquidated damages in the amount of _____ for _____. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.</p>	Mainline is a remarketer of IBM maintenance, and as such, performance penalties or liquidated damages are not applicable to this transaction.
General Terms and Conditions, Section 14, Payment	<p>Bidder proposes the following modification:</p> <p>Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears. The State agrees to pay Vendor the full</p>	Bidder wishes to establish reasonable payment terms.

	amount due within thirty (30) days after receipt of the invoice.	
General Terms and Conditions, Section 24, Subsequent Forms	<p>Bidder proposes the following modifications:</p> <p>The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any Vendor form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, or sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon. Notwithstanding the above, the applicable IBM terms and conditions shall govern the performance of software licensing, warranty, and support.</p>	Bidder wishes to clarify IBM software licensing and support is a remarketed offering, and, as such, the applicable OEM terms shall apply.
General Terms and Conditions, Section 26, Warranty	<p>Bidder proposes the following modifications:</p> <p>The Vendor expressly warrants that it is an authorized remarketer of IBM software and subscription services, and as such will invoice and collect payment from the State pursuant to the payment terms incorporated herein. IBM will contract directly with the State for the performance of IBM software and subscription services. The applicable IBM terms and conditions for software licensing, warranty, and support shall govern the performance of software and support and shall take precedence over any conflicting terms relating to licensing, warranty and support in this Contract. the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.</p>	In its role as a reseller, Mainline wishes to clarify applicable warranty provisions.
General Terms and Conditions, Section 36, Indemnification	Bidder proposes the following modifications: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by	Mainline wishes to establish reasonable parameters associated with its

	<p>the Vendor, its officers, employees, or any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.</p>	<p>indemnification obligations</p>
<p>Specifications, Section 3.1.1.1</p>	<p>Bidder proposes the following modifications:</p> <p>The Contracted Item must provide access to IBM's Customer Center for patches, updates and technical support. Support must be 24 hours a day, 7 days a week, 365 days a year (phone, email, chat), with a noncritical response time objective of four (4) hours, and a critical response time objective of two (2) one (1) hours.</p>	<p>Mainline wishes to clarify the IBM support service level objectives.</p>
<p>Specifications, Section 6.4 Return of Unacceptable Items</p>	<p>Bidder proposes the following modification:</p> <p>If the Agency deems the Contract items to be unacceptable, due to noncompliance with the bid specifications, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge.</p>	<p>Mainline wishes to clarify product returns in this section are due to noncompliance with the bid specs</p>
<p>Specifications, Section 6.5 Return due to agency error</p>	<p>Bidder proposes the addition of the following at the end of this section:</p> <p>Notwithstanding the above, any such returns due to Agency errors are subject to OEM approval.</p>	<p>Mainline wishes to clarify in its role as a reseller, that any returns must be approved in advance by the OEM.</p>

Exhibit A- Pricing Sheet

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Support for IBM Spectrum Protect					
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3.1.1	One (1) Year D11Q6LL IBM Spectrum Protect Suite Entry - Front End Terabyte (1-100) License and Software Subscription and Support	N.a	17	\$3,288.00	\$55,896.00
			Total Cost		\$55,896.00



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 - Info Technology

Proc Folder: 200223

Doc Description: Maintenance Subscription for IBM Spectrum Protect

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-20	2016-06-14 13:30:00	CRFQ 0210 ISC1600000015	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
(850) 219-5000

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature X

FEIN # 59-2960721

DATE 6/13/2016

All offers subject to all terms and conditions contained in this solicitation

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Mainline Information Systems, Inc.

(Company)



Joseph P. Elebash, Chief Financial Officer

(Authorized Signature) (Representative Name, Title)

(850) 219-5000 (888) 794-4792 6/13/2016

(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mainline Information Systems, Inc.

Authorized Signature: [Signature] Date: 6/13/2016

State of Florida

County of Leon, to-wit:

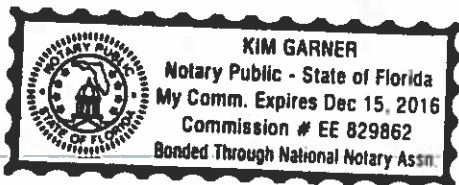
Taken, subscribed, and sworn to before me this 13 day of June, 2016

My Commission expires 12/15/16, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)



Proposal Acceptance and Signature Page

Proposal for
Department of Administration
June 14, 2016

Your signature below indicates your acceptance of this Proposal subject to the terms and conditions included in CRFQ 0210 ISC1600000015, as amended by the attached Compliance Statement, which are hereby incorporated by reference and made a part hereof, except to the extent the Product Code references other terms and conditions. Execution of this Proposal or issuance of a Purchase Order authorizes Mainline to place on order, ship, and invoice the above listed Equipment, Third Party Products and Services, as applicable. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the applicable terms and conditions.

Price is subject to applicable taxes. Payment terms are net 30 days. The pricing set forth herein is based upon the applicable manufacturer's current pricing matrix and the application of all charges and/or credits. Mainline will advise Client in writing, prior to shipment, of any changes in pricing by the manufacturer that would affect this Proposal.

Please return an executed copy of this Proposal Acceptance and Signature Page to me via mail or fax at 888.794.4792. Thank you for your confidence in Mainline.

Department of Administration
Representative's Authorized Signature

Date

Department of Administration
Representative's Printed Name and Title

Mainline Representative's
Authorized Signature

Date

Mainline Representative's
Printed Name and Title

Disclosure Statement

Trademarks

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