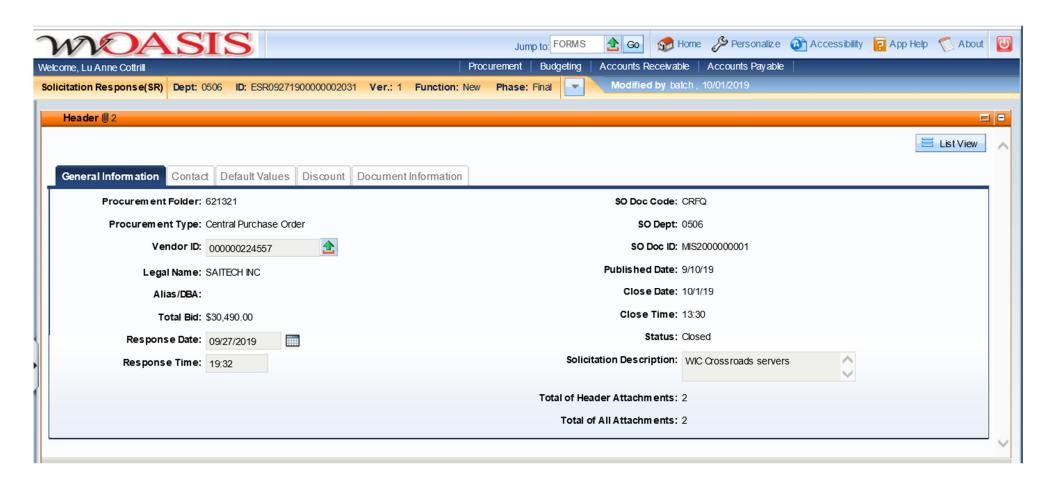


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





State of West Virginia Solicitation Response

Proc Folder: 621321

Solicitation Description: WIC Crossroads servers

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-10-01 13:30:00	SR 0506 ESR09271900000002031	1
	13.30.00		

VENDOR

000000224557

SAITECH INC

Solicitation Number: CRFQ 0506 MIS2000000001

Total Bid: \$30,490.00 **Response Date:** 2019-09-27 **Response Time:** 19:32:03

Comments:

FOR INFORMATION CONTACT THE BUYER

April E Battle (304) 558-0067 april.e.battle@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1.2 Power Edge R440 (210-ALZE) or equal	4.00000	EA	\$6,500.000000	\$26,000.00

Comm Code	Manufacturer	Specification	Model #	
43232915				

3.1.1.2 Power Edge R440 (210-ALZE) or equal **Extended Description:**

> Please see the Technical Specs Document attached for the details of the build. It matches to the requirement stated in Comments:

the Bid Document.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.1.3 PowerEdge R440 (210-ALZE), or equal	1.00000	EA	\$4,490.000000	\$4,490.00

Comm Code	Manufacturer	Specification	Model #	
43232915				
Extended Description	: 3.1.1.3 PowerEdge	R440 (210-ALZE), or equal		

Please see the Technical Specs Document attached for the details of the build. It matches to the requirement stated in the Bid Document. Comments:

Solicitation # CRFQ 0506 MIS2000000001 for WIC Crossroads Servers

Page | 1/4

TECHNICAL PROPOSAL DOCUMENT

Saitech Inc. Team has configured the most cost effective Dell solution that is best quality match to your requirement stated in Solicitation # CRFQ 0506 MIS2000000001 for WIC Crossroads Servers.

Please find below the detailed technical specs for your review:

Item 1: Dell PowerEdge R440 Server with Four (4) 32 GB RAM Memory

	~	
Description	SKU	Qty
PowerEdge R440 Server	210-ALZE	4
Motherboard	384-BBQW	4
Trusted Platform Module 2.0	461-AAEM	4
2.5" Chassis with up to 8 Hot Plug Hard Drives	321-BCUV	4
Internal PERC	405-AAOM	4
PowerEdge R440 Shipping	340-BSFX	4
PowerEdge R440 x8 Drive Shipping Material	343-BBID	4
Intel Xeon Silver 4112 2.6G, 4C/8T, 9.6GT/s , 8.25M Cache, Turbo, HT (85W) DDR4-2400	338-BLUR	4
Intel Xeon Silver 4112 2.6G, 4C/8T, 9.6GT/s , 8.25M Cache, Turbo, HT (85W) DDR4-2400	374-BBPO	4
Standard Heat Sink	412-AAJT	4
Standard Heat Sink for 2nd CPU	412-AAJU	4
2666MT/s RDIMMs	370-ADNU	4
Performance Optimized	370-AAIP	4
RAID 5	780-BCDP	4
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	4
No Operating System	619-ABVR	4
No Media Required	421-5736	4
iDrac9, Basic	385-BBLD	4

Solicitation # CRFQ 0506 MIS2000000001 for WIC Crossroads Servers

Page | 2/4

iDRAC Group Manager, Disabled	379-BCQY	4
iDRAC,Factory Generated Password	379-BCSF	4
Riser Config 1, 1 x 16 FH	330-BBHL	4
On-Board LOM	542-BBBP	4
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	4
Dual, Hot Plug, Redundant Power Supply (1+1), 550W	450-AGOY	4
LCD Bezel	325-BCHG	4
Dell EMC Luggage Tag	350-BBKT	4
No Quick Sync	350-BBKR	4
Performance BIOS Settings	384-BBBL	4
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	4
ReadyRails Sliding Rails Without Cable Management Arm	770-BCJI	4
No Systems Documentation, No OpenManage DVD Kit	631-AACK	4
US Order	332-1286	4
Basic Next Business Day 36 Months	709-BBFM	4
ProSupport 4Hr and Mission Critical Initial, 36 Month(s)	865-BBNB	4
ProSupport 4Hr and Mission Critical Extension, 24 Month(s)	865-BBNC	4
On-Site Installation Declined	900-9997	4
Keep Your Hard Drive, 60 Month(s)	711-BBBR	4
Declined Remote Consulting Service	973-2426	4
32GB RDIMM 2666MT/s Dual Rank	370-ADNF	16
600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	400-ASGS	16
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	8

Solicitation # CRFQ 0506 MIS2000000001 for WIC Crossroads Servers

Page | 3/4

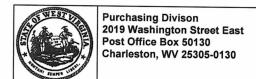
Item 2: Dell PowerEdge R440 Server with Two (2) 8 GB RAM Memory

Description	SKU	Qty	
PowerEdge R440 Server	210-ALZE	1	
Motherboard	384-BBQW	1	
Trusted Platform Module 2.0	461-AAEM	1	
2.5" Chassis with up to 8 Hot Plug Hard Drives	321-BCUV	1	
Internal PERC	405-AAOM	1	
PowerEdge R440 Shipping	340-BSFX	1	
PowerEdge R440 x8 Drive Shipping Material	343-BBID	1	
Intel Xeon Silver 4112 2.6G, 4C/8T, 9.6GT/s, 8.25M Cache, Turbo, HT (85W) DDR4-2400	338-BLUR	1	
Intel Xeon Silver 4112 2.6G, 4C/8T, 9.6GT/s, 8.25M Cache, Turbo, HT (85W) DDR4-2400	374-BBPO	1	
Standard Heat Sink	412-AAJT	1	
Standard Heat Sink for 2nd CPU	412-AAJU	1	
2666MT/s RDIMMs	370-ADNU	1	
Performance Optimized	370-AAIP	1	
RAID 5	780-BCDP	1	
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	1	
No Operating System	619-ABVR	1	
No Media Required	421-5736	1	
iDrac9, Basic	385-BBLD	1	
iDRAC Group Manager, Disabled	379-BCQY	1	
iDRAC,Factory Generated Password	379-BCSF	1	
Riser Config 1, 1 x 16 FH	330-BBHL	1	
On-Board LOM	542-BBBP	1	
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	1	
Dual, Hot Plug, Redundant Power Supply (1+1), 550W	450-AGOY	1	
LCD Bezel	325-BCHG	1	

Solicitation # CRFQ 0506 MIS2000000001 for WIC Crossroads Servers

Page | 4/4

Dell EMC Luggage Tag	350-BBKT	1	
No Quick Sync	350-BBKR	1	
Performance BIOS Settings	384-BBBL	1	
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	1	
ReadyRails Sliding Rails Without Cable Management Arm	770-BCJI	1	
No Systems Documentation, No OpenManage DVD Kit	631-AACK	1	
US Order	332-1286	1	
Basic Next Business Day 36 Months	709-BBFM	1	
ProSupport 4Hr and Mission Critical Initial, 36 Month(s)	865-BBNB	1	
ProSupport 4Hr and Mission Critical Extension, 24 Month(s)	865-BBNC	1	
On-Site Installation Declined	900-9997	1	
Keep Your Hard Drive, 60 Month(s)	711-BBBR	1	
Declined Remote Consulting Service	973-2426	1	
8GB RDIMM, 2666MT/s, Single Rank	370-ADNI	2	
600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	400-ASGS	4	
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	2	



State of West Virginia **Request for Quotation** 21 - Info Technology

Proc Folder: 621321

Doc Description: WIC Crossroads servers

Proc Type: Central Purchase Order

Date Issued Solicitation Closes Solicitation No Version 2019-09-10 2019-10-01 0506 MIS200000001 CRFQ 13:30:00

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:

SAITECH INC. 42640 CHRISTY STREET FREMONT, CA-94538 Ph: 510-440-0256#308

FOR INFORMATION CONTACT THE BUYER

April E Battle (304) 558-0067 april.e.battle@wv.gov

Teleu Mateixin

FEIN# 75-3004589

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Nutrition Services to establish a contract for the one-time purchase of servers and adapters.

INVOICE TO		SHIP TO			
PURCHASING DIRECTOR 304-356-4116		PURCHASING DIRECTOR	304-356-4116		
HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES			HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES		
350 CAPITOL ST, RM 519		350 CAPITOL ST, RM 519	350 CAPITOL ST, RM 519		
CHARLESTON WV25301-3717		CHARLESTON	CHARLESTON WV 25301-3717		
us		US	US		

Qty

1	3.1.1.2 Power Edge R440 (210-ALZE) or equal	4.00000	EA §	6,500.00	\$ 26,000.00
Comm Code	Manufacturer	Specification		Model #	
43232915	DELL	See the attachment for.	4.D	210-ALZE	Dell Power Edge
Extended Des	scription :	70,0			BU40 800,00

Unit Issue

Unit Price

Total Price

Extended Description :

Line

3.1.1.2 Power Edge R440 (210-ALZE) or equal

Comm Ln Desc

INVOICE TO		SHIP TO			
PURCHASING DIRECTOR 304-356-4116		PURCHASING DIRECTOR	304-356-4116		
HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES			HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES		
350 CAPITOL ST, RM 519		350 CAPITOL ST, RM 519	350 CAPITOL ST, RM 519		
CHARLESTON WV25301-3717		CHARLESTON	CHARLESTON WV 25301-3717		
US		US	US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.1.3 PowerEdge R440 (210-ALZE), or equal	1.00000	EA	\$ 4,490.00	\$ 4490.00
Comm Code	Manufacturer	Specification	/	Model #	
43232915	Davis	Sec the Alterhan	out for	9111-1175	= [Nolla Parison

Extended Description :

3.1.1.3 PowerEdge R440 (210-ALZE), or equal

1000000000000000	5400000000000	0000000000000	907900000	00090000	******	900000000000000000000000000000000000000	******	CONTRACT OF
SC				^:		1/1		-
100	P 5 3 - E	31.11	100			W P**		•

<u>Line</u>

<u>Event</u>

Questions Due @ 3 pm

Event Date

2019-09-16

	Document Phase	Document Description	Page 3
MIS200000001	Final	WIC Crossroads servers	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the
Contract Administrator and the initial point of contact for matters relating to this Contract.
SHALINI FALRA PUBLIC SECTOR CONTRACTS (Name, Title) SHALINI FALRA PUBLIC SECTOR CONTRACTS MANAGER (Printed Name and Title) 42640 CMRISTY STREET, FREMONT, CA-94538 (Address) Ph: 510-440-0256 FAX: 510-440-0957 (Phone Number) / (Fax Number) GTONT SALES (D) ESAITE CH - COM (email address)
CERTIFICATION AND SIGNATURE: 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.
SPITECH /NC
(Authorized Signature) (Representative Name, Title)
VILRAM MAHATAN PRESIDENT (Printed Name and Title of Authorized Representative)
$\frac{9/97/19}{\text{(Date)}}$
Ph: 510-440-0256 FAX: 510-440-0257 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0506 MIS2000000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge re		d have made the
necessary revisions to my proposal, plans ar	nd/or specification, etc.	. 1
Addendum Numbers Received: (Check the box next to each addendum rece	Deldendum Re	Leased
(Check the box next to each addendam rece	ivea)	
Addendum No. 1	Addendum No. 6	
Addendum No. 2	Addendum No. 7	
Addendum No. 3	Addendum No. 8	
Addendum No. 4	Addendum No. 9	
Addendum No. 5	Addendum No. 10	
I understand that failure to confirm the receifurther understand that any verbal represent discussion held between Vendor's represent the information issued in writing and added binding.	ntation made or assumed to be ma atives and any state personnel is	ide during any oral not binding. Only
1)		
SAITECH LA	VC·	
Company Vielen Markon	long	
Authorized Signature		ow.
9/27/19 Date		-

NOTE: This addendum acknowledgement should be submitted with the bid to expedite

document processing.

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources/Bureau for Public Health/Office of Nutrition Services to establish a contract for the one-time purchase of servers and adapters.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1 – Provisions Required for Federally Funded Procurements.

NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Contract Item"** means Servers and Adapters as more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "GB" stands for gigabyte
 - 2.5 "GHz" stands for gigahertz
 - 2.6 "Gbps" stands for gigabytes per second
 - 2.7 "LOM" stands for lights-out management
 - 2.8 "PERC" stands for PowerEdge raid controller
 - 2.9 "RAID" stands for redundant array of independent disks
 - 2.10 "RDIMM" stands for registered dual in-line memory module

2.11 "SAS" stands for serial attached scuzzy

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 5 (Five) - Dell PowerEdge R440 Rack Servers or Equal

- 3.1.1.1 An "Or Equal" submission must meet the following criteria:
 - 3.1.1.1.1 All equipment shall be new. Remanufactured, refurbished, or warranted as-new equipment is not acceptable
 - 3.1.1.1.2 Each server must include a Trusted Platform Module 2.0
 - **3.1.1.1.3** Each server must be equipped with a 2.5" Chassis with up to 8 Hot Plug Hard Drives
 - **3.1.1.1.4** Each server must include an LCD Bezel
 - 3.1.1.1.5 Each server must include a Riser Config 1, 1x16 Full Height
 - 3.1.1.6 Each server must be equipped with four (4) 600GB, 10K RPM, SAS, 12 Gbps, 2.5inches Hotplug Hard Drives or greater
 - 3.1.1.1.7 Servers Raid Configuration must be Raid 5
 - 3.1.1.1.8 Each server must include a PERC H730P RAID Controller, 2GB Non-Volatile Cache
 - 3.1.1.1.9 Each server must be equipped with Dual, Hot Plug, Redundant Power Supply of at least 500W

- 3.1.1.1.10 Each server must include two (2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America
- 3.1.1.1.11 Each server must be equipped with an On-Board LOM
- 3.1.1.1.12 Each server must be equipped with Sliding Rails for mounting
- 3.1.1.13 Warranty; each server must include ability to retain defective hard drives for 5 years.
- 3.1.1.14 Warranty; Vendor must provide escalating, multilevel support services. Service must be 24 hours a day, 7 days a week, 365 days a year via phone, e-mail, or chat. Non-Critical response time of four (4) hours and critical response time of one (1) hour. Criticality will be determined by Agency. Support will be for 5 years or greater.
- 3.1.1.2 In addition to the requirements listed in Section 3.1.1.1 four (4) out of the five (5) servers must also include:
 - 3.1.1.2.1 Two (2) Intel Xeon Silver 4112 or equal with 2.6GHz, 4 core processors or greater
 - 3.1.1.2.2 Four (4) 32GB RAM Memory, RDIMM, 2666Mt/s

 Dual Rank, totaling 128GB of Ram, or greater, for each server
- 3.1.1.3 In addition to the requirements listed in Section 3.1.1.1 one (1) out of the five (5) servers must also include:
 - 3.1.1.3.1 Two (2) Intel Xeon Silver 4112 or equal with 2.6Ghz, 4 Core processors or greater.
 - 3.1.1.3.2 Two (2) 8GB RDIMM, 2666MT/s, Single Rank, totaling 16GB of Ram, or greater, for each server.

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by providing a unit price for four (4) servers with the requirements listed above and multiplying the unit price by the quantity given to find the extended price. Also, by providing a unit price for one (1) server with the requirements listed above and multiplying the unit price by the quantity given to find the extended price. Then totaling the extended prices to provide a grand total price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1900 Kanawha Blvd East, Building 6, Room B-110, Capitol Complex, Charleston, WV 25305
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- **6.3** Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION CRFQ 0506 MIS2000000001 WIC Crossroads Servers and Warranty Support

EXHIBIT A PRICING PAGE

3.1.1 Vendor shall provide Servers - Quantity 5 each as described below:

Contract Item	Quantity	Description	Unit Price	Extended Price
3.1.1.2	4 each	PowerEdge R440 (210-ALZE), or equal	\$6500.00	\$ 26,000.00
3.1.1.3	1 each	PowerEdge R440 (210-ALZE), or equal	\$ 4,490.00	\$ 4,490.00
			GRAND TOTAL	\$ 30,490.0
				\$30,490-0

Contract shall be awarded to the Vendor that provides the Contract Items and Services meeting the required specifications for the lowest overall total cost.

Vendor shall deliver the Contract Items and Services within 30 working days after receiving a purchase order. Contract Items must be delivered to the address below with a minimum of 24 hours advanced delivery notification.

Delivery Address:

1900 Kanawha Blvd East, Building 6, Room B-110, Capitol Complex Charleston, WV 25305

Vendor Name: SAITECH INC.	
Physical Address: 42640 CHRISTY STREET, FREMONT, CA-945 Remit to Address: 42640 CHRISTY STREET, FREMONT, CA-94538	38
Remit to Address: 42640 CHRISTY STREET, FREMONT, CA-94538	
Telephone: 510-440-0256	
Fax: 510-440-0257	
Email: GIOVTSALES @ ESAITECH. COM	
Vendor Representative (print name): VIKRAM MAHATAN	
Signature: Vielen Mahayan Date: 9/27/19	

STATE OF WEST VIRGINIA **Purchasing Division**

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 § 23-2c-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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: County of ALAME 2019 Taken, subscribed, and sworn to before me this 27 day of September My Commission expires NOVember **NOTARY PUBLIC**

AFFIX SEAL HERE

Notary Bublle - California Comm. Expires Nov 20, 2020

G. DUNN Notary Public - California Alameda Counts Commission 4 My Comm Expire

Purchasing Affidavit (Revised 07/19/2018)