



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

State of West Virginia Master Agreement

Order Date: 01-06-2023

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0212 0212 IP23 1	Procurement Folder:	1135670
Document Name:	IP23 - Statewide Contract for Computers & Accessories	Reason for Modification:	
Document Description:	Statewide Contract for Computers & Accessories		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-01-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-01-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000231044 HP INC 800 CRANBERRY WOODS DR #200 CRANBERRY TOWNSHIP PA 16066 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov 23 FILE LOCATION _____ 2 CFR 200 Compliant
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 01/13/23
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 1/23/2023
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 1/24/2023
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor HP Inc., agrees to enter with the State of West Virginia, into an open-end statewide contract to provide Computers & Accessories per the Specifications, Terms and Conditions, Bid Requirements, Addendum #1 dated 11/30/2022, Addendum #2 dated 12/05/2022, Addendum #3 dated 12/08/2022, and the Vendors bid dated 12/12/2022, incorporated by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43210000			EA	636.000000
	Service From	Service To			

Commodity Line Description: Standard PC

Extended Description:

3.1.2 Standard PC

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43210000			EA	803.000000
	Service From	Service To			

Commodity Line Description: Power PC

Extended Description:

3.1.3 Power PC

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43210000			EA	3027.000000
	Service From	Service To			

Commodity Line Description: Fixed Workstation

Extended Description:

3.1.4 Fixed Workstation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43210000			EA	724.000000
	Service From	Service To			

Commodity Line Description: Standard Laptop

Extended Description:

3.1.5 Standard Laptop

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43210000			EA	1010.000000
	Service From	Service To			

Commodity Line Description: Power Laptop

Extended Description:

3.1.6 Power Laptop

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	43210000			EA	1101.000000
	Service From	Service To			

Commodity Line Description: Tablet PC

Extended Description:
3.1.7 Tablet PC

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	43210000			EA	1935.000000
	Service From	Service To			

Commodity Line Description: Mobile Workstation

Extended Description:
3.1.8 Mobile Workstation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	43210000			EA	108.000000
	Service From	Service To			

Commodity Line Description: 20" Monitor

Extended Description:
3.1.9.1.1 20" Monitor

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	43210000			EA	144.000000
	Service From	Service To			

Commodity Line Description: 24" Monitor

Extended Description:
3.1.9.1.2 24" Monitor

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	43210000			EA	162.000000
	Service From	Service To			

Commodity Line Description: 27" Monitor

Extended Description:
3.1.9.1.3 27" Monitor

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43210000			EA	265.500000
	Service From	Service To			

Commodity Line Description: Digital Signature Pad

Extended Description:
3.1.9.2 Digital Signature Pad

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	43210000			EA	158.000000
	Service From	Service To			

Commodity Line Description: Docking Station for Standard Laptop, Power Laptop, & Tablet

Extended Description:

3.1.9.3 Docking Station for Standard Laptop, Power Laptop, and Tablet

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	43210000			EA	253.000000
	Service From	Service To			

Commodity Line Description: Docking Station for Mobile Workstation

Extended Description:

3.1.9.6 Docking Station for Mobile Workstation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	43210000			EA	155.100000
	Service From	Service To			

Commodity Line Description: SSD SATA 1TB 2.5"

Extended Description:

3.1.9.7 SSD SATA 1TB 2.5"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	43210000			EA	138.000000
	Service From	Service To			

Commodity Line Description: SSD M.2 1TB NVME 2280

Extended Description:

3.1.9.8 SSD M.2 1TB NVME 2.5"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	43210000			EA	30.000000
	Service From	Service To			

Commodity Line Description: USB DVD/RW Drive

Extended Description:

3.1.9.9 Optional USB DVD/RW Drive

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	43210000			EA	22.490000
	Service From	Service To			

Commodity Line Description: USB Smart Card Reader

Extended Description:

3.1.9.10 USB Smart Card Reader

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	43210000			EA	209.000000
	Service From	Service To			

Commodity Line Description: Four-Year Accidental Damage Coverage - STANDARD LAPTOP

Extended Description:

3.1.9.11 Four-Year Accidental Damage Coverage for STANDARD LAPTOP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	43210000			EA	181.000000
	Service From	Service To			

Commodity Line Description: Four-Year Accidental Damage Coverage - POWER LAPTOP

Extended Description:

3.1.9.11 Four-Year Accidental Damage Coverage for POWER LAPTOP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	43210000			EA	236.000000
	Service From	Service To			

Commodity Line Description: Four-Year Accidental Damage Coverage - TABLET PC

Extended Description:

3.1.9.11 Four-Year Accidental Damage Coverage for TABLET PC

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of ONE (1) YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, 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.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that 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.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: 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 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Debra Lee, Director - Contract Sales Management

(Address) HP Inc., 10400 Energy Drive, Spring, TX 77389

(Phone Number) / (Fax Number) 847-537-0344 (office); 847-922-2977 (cell); 847-572-1336 (fax)

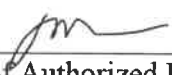
(Email address) debra.lee@hp.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

HP Inc.

(Company)


(Signature of Authorized Representative)

Judith M. Alexander, Senior Counsel - State/Local Government & Education; Janaury 6, 2023

(Printed Name and Title of Authorized Representative) (Date)

954-249-5162 (phone); 954-343-2210 (fax)

(Phone Number) (Fax Number)

judith.alexander@hp.com

(Email Address)



HP CUSTOMER TERMS

1. **Parties.** These terms represent the agreement ("**Agreement**") that governs the purchase of products and services from HP Inc. ("**HP**") by the State of West Virginia ("**Customer**," "**State**," or "**West Virginia**").
2. **Orders.** "**Order**" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("**Supporting Material**"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("**SOW**"), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
7. **Products.**
 - (a) **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
 - (b) **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
 - (c) **Installation.** If HP is providing installation with the product purchase, HP's site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
 - (d) **Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third-party supplier.
 - (e) **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.
8. **Software.**
 - (a) **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software



product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.

- (b) Updates. Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
- (c) License Restrictions. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
- (d) License Term and Termination. Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
- (e) License Transfer. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
- (f) License Compliance. HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
- (g) Software Performance. HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
- (h) US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

9. Services.

- (a) Support Services. HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported. Maintenance/support services are further described in Exhibit A – Supplemental Data Sheet.
- (b) Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- (c) Services with Deliverables. If Supporting Material for services defines specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30-day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.



- (d) **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
 - (e) **Expenses.** HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
 - (f) **Change Orders.** We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
10. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
- (a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
 - (b) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 - (c) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 - (d) malware (e.g. virus, worm, etc.) not introduced by HP; or
 - (e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
11. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
12. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If HP creates deliverables specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
13. **Intellectual Property Rights Infringement Indemnification.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.
14. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
15. **Personal Data.** Each party shall comply with their respective obligations under applicable data protection and privacy laws and regulations.
16. **Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order (per occurrence). Neither



Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

17. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations.
18. **General.**
- (a) Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.
 - (b) Amendments. Modifications to the Agreement will be made only through a written amendment signed by both parties.
 - (c) Governing Law. . Claims arising or raised in the United States will be governed by the laws of the state of West Virginia, excluding rules as to choice and conflict of law.
 - (d) Disputes. If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
 - (e) Force Majeure. Neither party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control, including without limitation, acts of God, strikes, health crises such as endemics, epidemics and pandemics, war, riots, flood, fire, sabotage, lockout, material or labor restrictions or laws by any governmental authority, or any other circumstances of like character ("force majeure event"). Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default caused by the force majeure event and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. However, this section 18.(d) shall not apply to Customer's payment obligations for products received and services performed, unless payment obligations cannot be made due to a widespread interruption of the Internet or electronic banking systems preventing the Customer from making payment to HP, but which any suspended payments shall promptly be made upon the restoration of the Internet/electronic banking systems.
 - (f) Global Trade Compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
 - (g) Survival. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
 - (h) Assignment. Neither party may, nor will it have the power to assign or novate the Agreement without the consent of the other party.
19. **Conflict.** In the event of a conflict between the terms of this HP Agreement and the terms of West Virginia's Agreement Addendum (WV-96) that apply to Solicitation CRFQ 0212 SWC2300000010, to which this HP Agreement is attached, the terms of West Virginia's Agreement Addendum, WV-96 (revised 1-1-2019) shall control.

[Signature Page Follows]



The parties confirm their agreement to these terms by executing below:

HP Inc.

State of West Virginia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A – SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP's support offerings, which are set forth in detail in offering-specific datasheets, with the exception of those support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

- (a) Hardware Support-General Eligibility. Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You (“you” or “your”) must also maintain eligible products at the latest HP-specified configuration and revision levels.
- (b) Return to Support. If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- (c) Use of Proprietary Service Tools. HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs (“**Proprietary Service Tools**”), as well as certain diagnostic tools that may be included as part of your system. Proprietary Service Tools are and remain the sole and exclusive property of HP, and are provided “as is.” Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:
 - (i) Allow HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
 - (ii) Install Proprietary Service Tools, including installation of any required updates and patches;
 - (iii) Use the electronic data transfer capability to inform HP of events identified by the software;
 - (iv) If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
 - (v) Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- (a) Local Availability of Support. Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- (b) Version Support. Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. “**Version**” means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- (c) Relocation and Impact on Support. Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- (d) Multi-vendor Support. HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.
- (e) Modifications. You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

- (a) Site and Product Access. You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for the support call at HP's published service rates. You are responsible for removing any products ineligible



- for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.
- (b) Licenses. You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.
 - (c) Software Support Documentation and Right to Copy. You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
 - (d) Loaner Units. HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
 - (e) Hardware Support. Compatible Cables and Connectors. You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
 - (f) Data Backup. To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
 - (g) Temporary Workarounds. You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
 - (h) Hazardous Environment. You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.
 - (i) Authorized Representative. You will have a representative present when HP provides support at your site.
 - (j) Product List. You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
 - (k) Solution Center Designated Callers. You will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers") or online help tools.
 - (l) Solution Center Caller Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

- (a) Cancellation. You may cancel support orders or delete products from support upon thirty (30) days written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP's support offering upon sixty (60) days written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.
- (b) Pricing. Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days' written notice.
- (c) Additional Services. Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- (d) Replacement Parts. Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: Jessica L Hovanec

Printed Name: Jessica Hovanec

Title: Senior Buyer

Date: 01/10/2023

Vendor Name:

By: jm

Printed Name: Judith M. Alexander

Title: Senior Counsel, State/Local Government
and Education

Date: January 6, 2023

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ [X] – Not Applicable Because Contract Not for Construction

☐ [] – Federal Prevailing Wage Determination on Next Page

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals. This contract will not include Chromebooks, Rugged Laptops, or Mac computers

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products.

The successful bidder must provide full support capability, as requested, including, but not limited to, configuration, support, and maintenance.

The successful bidder may seek to use an online ordering portal for the resulting contract. The State makes no guarantee it will utilize the portal the Vendor suggests, and the successful bidder is required, in all cases, to accept Delivery Orders from the State

The State's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

- 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 "Absolute Resilience"** means Absolute Resilience with BIOS Enabled data and asset protection tool integrated deep within a computer, helps detect and enforce compliance and accountability for at-risk data on devices, and assists in recovery efforts.
- 2.2 "Agency"** is any entity seeking goods/services under this Contract.
- 2.3 "ARO"** means After Receipt of Order.
- 2.4 "BIOS"** means Basic Input/Output System
- 2.5 "Business class machines"** means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.
- 2.6 "Contract"** is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 2.7 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.8 “DIMM”** means Dual In-line Memory Module
- 2.9 “DVD/RW”** means a disc drive that can read and record both DVDs and CDs
- 2.10 “DVI”** means Digital Visual Interface
- 2.11 “FIPS-201”** means Federal Information Processing Standard Publication 201
- 2.12 “FOB”** stands for Free on Board which indicates that the Vendor is responsible for delivery and shipping costs.
- 2.13 “GB”** means Gigabyte
- 2.14 “HD”** means High Definition
- 2.15 “HDD”** means Hard Disk Drive
- 2.16 “HDMI”** means High Definition Multimedia Interface
- 2.17 “LAN”** means Local Area Network
- 2.18 “Mandatory Requirements”** The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- 2.19 “Manufacturer”** is the company who produces the equipment.
- 2.20 “MB”** means Megabyte
- 2.21 “OEM”** means Original Equipment Manufacturer
- 2.22 “OS”** means Operating System
- 2.23 “PCI-E”** means Peripheral Component Interconnect Express
- 2.24 “PCs”** are desktops, laptops, netbooks, and tablets.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 2.25 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.26 “RAM”** means Random-Access Memory
- 2.27 “Refurbished reused or recycled”** means old or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.
- 2.28 “SATA”** means Serial AT Attachment
- 2.29 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.30 “SSD”** means Solid State Drive
- 2.31 “TB”** means Terabyte
- 2.32 “TPM”** means Trusted Platform Module
- 2.33 “UEFI”** means Unified Extensible Firmware Interface
- 2.34 “USB”** means Universal Serial Bus
- 2.35 “Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
- 2.36 “VGA”** means Video Graphics Array

GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 All platforms in this solicitation must be offered with the same operating system.

3.1.2 STANDARD PC:

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.2.1** Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.
- 3.1.2.2** Processor: Latest generation processor, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache
- 3.1.2.3** RAM: Minimum 16GB Single DIMM, expandable up to 32GB or greater
- 3.1.2.4** Storage Drive: Minimum 256GB SSD
- 3.1.2.5** Keyboard: USB or Wireless, full size with number pad
- 3.1.2.6** Mouse: USB or Wireless, 2-button with scroll
- 3.1.2.7** Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs
- 3.1.2.8** USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and minimum 1 USB-C
- 3.1.2.9** Expansion Slots: Minimum 2 slots available PCI-E supporting full-height expansion cards
- 3.1.2.10** Display/Graphics: Integrated HD Graphics with Dual Monitor Support via HDMI and/or DisplayPort. Adapters for VGA and DVI must be included
- 3.1.2.11** Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan
- 3.1.2.12** TPM Version 2.0
- 3.1.2.13** Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, or other issues related to internal components. Parts and labor for repairs included at no additional charge.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.2.14 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.
- 3.1.2.15 Energy Consumption: Unit must be ENERGY Star Certified
- 3.1.2.16 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self-register the devices into MS Autopilot for provisioning.

3.1.3 POWER PC:

- 3.1.3.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications
- 3.1.3.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal, minimum 6 cores, 12 threads, and minimum 8MB cache.
- 3.1.3.3 RAM: Minimum 32GB, with free slots, expandable up to 64GB or greater
- 3.1.3.4 Storage Drive: Minimum 512GB SSD
- 3.1.3.5 Keyboard: USB or Wireless, full size with number pad
- 3.1.3.6 Mouse: USB or Wireless, 2-button with scroll
- 3.1.3.7 Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs
- 3.1.3.8 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and 1 USB-C
- 3.1.3.9 Expansion Slots: Minimum 2 slots available PCI-E supporting full-height expansion cards

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.3.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support via HDMI and/or DisplayPort. Adapters for VGA and DVI must be included
- 3.1.3.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan
- 3.1.3.12 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer
- 3.1.3.13 TPM Version 2.0
- 3.1.3.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.3.15 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.
- 3.1.3.16 Energy Consumption: Unit must be ENERGY Star Certified
- 3.1.3.17 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.4 FIXED WORKSTATION:

- 3.1.4.1 Chassis: Full size tower
- 3.1.4.2 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.
- 3.1.4.3 Processor: Latest generation processor, minimum Intel Xeon or equal with minimum 8 cores and 13MB cache.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.4.4 RAM: Minimum 64GB, with free slots, expandable up to 256GB or greater
- 3.1.4.5 Storage Drives: Four (4) 2.5" SSD drives, minimum 500GB each, configured in a RAID 5 array
- 3.1.4.6 Keyboard: USB or Wireless, full size with number pad
- 3.1.4.7 Mouse: USB or Wireless, minimum 2-button with scroll
- 3.1.4.8 Power Supply: Minimum of 600w or greater
- 3.1.4.9 Optical Drive: Internal DVD/RW with a minimum read and write speed of 24x for CDs and 8x for DVDs
- 3.1.4.10 USB Ports: Minimum 4 USB ports; minimum 2 USB-A 3.0 (or faster) and 1 USB-C
- 3.1.4.11 Expansion Slots: 4 slots available PCI-E supporting full-height expansion cards.
- 3.1.4.12 Video: Installed 16GB (non-shared memory), discrete, professional-grade nVidia RTX A4000 or equal, support for Dual monitors, minimum 2 DisplayPort ports, support for DirectX 11, with minimum color depth 24 bit. Adapters to full-size DisplayPort must be included if the video card uses micro-DisplayPort.
- 3.1.4.13 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan
- 3.1.4.14 TPM Version 2.0
- 3.1.4.15 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.4.16 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.4.17 Energy Consumption: Unit must be ENERGY Star Certified

3.1.4.18 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.5 STANDARD LAPTOP:

3.1.5.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.5.2 Processor: Latest generation processor, minimum Intel Core i5 Processor or equal with a minimum of 4 cores and 6MB cache.

3.1.5.3 RAM: Minimum 16GB Single DIMM, expandable up to 32GB

3.1.5.4 Storage Drive: Minimum 256GB SSD

3.1.5.5 Camera: Integrated Webcam with 720p or greater resolution

3.1.5.6 USB Ports: Minimum 3 USB ports; with a minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)

3.1.5.7 Display/Graphics: Integrated HD Graphics, 15" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.

3.1.5.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan

3.1.5.9 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer

3.1.5.10 Power: A/C Adapter

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.5.11 TPM Version 2.0
- 3.1.5.12 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.5.13 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.
- 3.1.5.14 Energy Consumption: Unit must be ENERGY Star Certified
- 3.1.5.15 Must be compatible with the "Docking Station for Standard Laptop" listed later in this RFQ.
- 3.1.5.16 Optional Optical Drive: Internal DVD/RW
- 3.1.5.17 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.6 POWER LAPTOP:

- 3.1.6.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.
- 3.1.6.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with a minimum of 6 cores, 12 threads, and 8MB cache.
- 3.1.6.3 RAM: Minimum 32GB Single DIMM, expandable up to 64GB
- 3.1.6.4 Storage Drive: Minimum 512GB SSD
- 3.1.6.5 Keyboard: Backlit

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.6.6** Camera: Integrated Webcam
- 3.1.6.7** USB Ports: Minimum 3 USB ports; minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)
- 3.1.6.8** Display/Graphics: Integrated HD Graphics, 15" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.
- 3.1.6.9** Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan
- 3.1.6.10** Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer
- 3.1.6.11** WWAN: Mobile Broadband Card with micro-SIM slot, must be compatible with AT&T and Verizon
- 3.1.6.12** Power: A/C Adapter
- 3.1.6.13** TPM Version 2.0
- 3.1.6.14** Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.6.15** Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.
- 3.1.6.16** Energy Consumption: Unit must be ENERGY Star Certified
- 3.1.6.17** Must be compatible with the "Docking Station for Power Laptop" listed later in this RFQ.
- 3.1.6.18** Optional Optical Drive: Internal DVD/RW

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.6.19 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.7 TABLET PC:

3.1.7.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.

3.1.7.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with minimum 4 cores and 4MB cache.

3.1.7.3 RAM: Minimum 16GB

3.1.7.4 Storage Drive: Minimum 256GB SSD, upgrade option to 512B SSD

3.1.7.5 Keyboard: Backlit

3.1.7.6 Mouse: Glide or Trackpad

3.1.7.7 Camera: Integrated Webcam

3.1.7.8 USB Ports: Minimum 1 USB-A 3.0 (or faster) and 1 USB-C (charging)

3.1.7.9 Display/Graphics: Integrated HD Graphics, 13" or greater touchscreen display with HDMI 2.0 or DisplayPort 1.4 or greater port, minimum resolution of 1920x1080.

3.1.7.10 Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer

3.1.7.11 WWAN: Mobile Broadband Card with micro-SIM slot, must be compatible with AT&T and Verizon

3.1.7.12 Power: A/C Adapter

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.7.13 TPM Version 2.0
- 3.1.7.14 Must be a convertible-type laptop, where the keyboard is able to be folded or rotated underneath the screen
- 3.1.7.15 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.7.16 Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.
- 3.1.7.17 Energy Consumption: Unit must be ENERGY Star Certified
- 3.1.7.18 Must be compatible with the "Docking Station for Tablet" listed later in this RFQ.
- 3.1.7.19 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.8 MOBILE WORKSTATION

- 3.1.8.1 Operating System: Latest Windows 10 Enterprise 64-bit Operating System Build with support for Windows 11 Enterprise 64-bit Operating System or equivalent business class operating system with graphical user interface. Operating System must be compatible with 32-bit applications.
- 3.1.8.2 Processor: Latest generation processor, minimum Intel Core i7 Processor or equal with a minimum of 6 cores, 12 threads, and 8MB cache.
- 3.1.8.3 RAM: Minimum 32GB Single DIMM, expandable up to 64GB
- 3.1.8.4 Storage Drive: Minimum 512GB SSD

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.8.5** Mouse: USB or Wireless, 2-button with scroll
- 3.1.8.6** Keyboard: Backlit
- 3.1.8.7** Camera: Integrated Webcam
- 3.1.8.8** USB Ports: Minimum 3 USB ports; minimum of 1 USB-A 3.0 (or faster) and 1 USB-C (charging)
- 3.1.8.9** Display/Graphics: Professional-grade discrete graphics with minimum 4GB dedicated, non-shared memory, 16" display or greater with HDMI 2.0 or DisplayPort 1.4 port or greater, minimum resolution of 1920x1080.
- 3.1.8.10** Network Interface: Integrated Gigabit Ethernet (10/100/1000) or faster Card, Wake on Lan
- 3.1.8.11** Wireless Adapter: Supports Wi-Fi 6 or newer 2x2 and Bluetooth 5.1 or newer
- 3.1.8.12** Power: A/C Adapter
- 3.1.8.13** TPM Version 2.0
- 3.1.8.14** Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors, battery, or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.8.15** Four Year Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.
- 3.1.8.16** Absolute Resilience or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date. Absolute should be activated upon shipment.
- 3.1.8.17** Energy Consumption: Unit must be ENERGY Star Certified
- 3.1.8.18** Must be compatible with the "Docking Station for Mobile Workstation" listed later in this RFQ.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.8.19 Optional Optical Drive: Internal DVD/RW

3.1.8.20 Vendor must provide Hardware Hash for all machines purchased under this contract, to provide the ability to self register the devices into MS Autopilot for provisioning.

3.1.9 OPTIONAL COMPONENTS AND SERVICES

3.1.9.1 Monitors:

3.1.9.1.1 Flat Panel Monitor 20" or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900, DisplayPort required, DisplayPort cable included, Warranty for a minimum of 2 years

3.1.9.1.2 Flat Panel Monitor 24", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080, DisplayPort required, DisplayPort cable included, stand must have height, tilt, and screen rotation adjustments, Warranty for a minimum of 2 years

3.1.9.1.3 Flat Panel Monitor 27", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080, DisplayPort required, DisplayPort cable included, monitor stand must have height, tilt, and screen rotation adjustments, Warranty for a minimum of 2 years

3.1.9.2 Digital Signature Pads:

3.1.9.2.1 Must be compatible with Google Workspace, Microsoft Office productivity suites, and popular PDF software, including Adobe Acrobat and Kofax PowerPDF.

3.1.9.2.2 Must have at minimum a 1"x5" LCD Signature Screen

3.1.9.2.3 Must provide connectivity to Windows 10 and Windows 11 OS.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.9.3 Docking Station for Standard Laptop:

- 3.1.9.3.1** Must be compatible with the Standard Laptop listed in this RFQ.
- 3.1.9.3.2** Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included
- 3.1.9.3.3** Must have a Gigabit Ethernet (10/100/1000) or faster port.
- 3.1.9.3.4** The docking station must be able to communicate with and power the laptop from a single USB-C plug
- 3.1.9.3.5** Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.
- 3.1.9.3.6** Docking stations from 3rd party manufacturers are not acceptable.
- 3.1.9.3.7** Must come with a warranty including advanced part exchange for a minimum of 4 years

3.1.9.4 Docking Station for Power Laptop:

- 3.1.9.4.1** Must be compatible with the Power Laptop listed in this RFQ.
- 3.1.9.4.2** Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included
- 3.1.9.4.3** Must have a Gigabit Ethernet (10/100/1000) or faster port.
- 3.1.9.4.4** The docking station must be able to communicate with and power the laptop from a single USB-C plug.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.9.4.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.

3.1.9.4.6 Docking stations from 3rd party manufacturers are not acceptable.

3.1.9.4.7 Must come with a warranty including advanced part exchange for a minimum of 4 years

3.1.9.5 Docking Station for Tablet:

3.1.9.5.1 Must be compatible with the Tablet PC listed in this RFQ.

3.1.9.5.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.

3.1.9.5.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.

3.1.9.5.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.

3.1.9.5.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.

3.1.9.5.6 Docking stations from 3rd party manufacturers are not acceptable.

3.1.9.5.7 Must come with a warranty including advanced part exchange for a minimum of 4 years

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.9.6 Docking Station for Mobile Workstation:

3.1.9.6.1 Must be compatible with the Mobile Workstation listed in this RFQ.

3.1.9.6.2 Must support dual monitors, DisplayPort and/or HDMI required, adapters to support DVI and VGA required to be included.

3.1.9.6.3 Must have a Gigabit Ethernet (10/100/1000) or faster port.

3.1.9.6.4 The docking station must be able to communicate with and power the laptop from a single USB-C plug.

3.1.9.6.5 Must have minimum 3 USB-A 3.0 or faster ports and 1 USB-C port.

3.1.9.6.6 Docking stations from 3rd party manufacturers are not acceptable.

3.1.9.6.7 Must come with a warranty including advanced part exchange for a minimum of 4 years

3.1.9.7 SSD SATA 1TB 2.5"

3.1.9.7.1 This component is allowed to be a third-party brand.

3.1.9.8 SSD M.2 1TB NVME 2280

3.1.9.8.1 This component is allowed to be a third-party brand.

3.1.9.9 Optional USB DVD/RW Drive with a minimum read and write speed of 24x for CDs and 8x for DVDs

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.9.10 USB Smart Card Reader

- 3.1.9.10.1** Smart Card Reader Must be FIPS-201 compliant
- 3.1.9.10.2** Smart Card Reader must connect via USB to the PC
- 3.1.9.10.3** Smart Card Reader must be compatible with the computers listed in this RFQ.
- 3.1.9.10.4** This component is allowed to be a third-party brand.

- 3.1.9.11** Optional **Four Year Accidental Damage Coverage** for all mobile equipment to cover everything the standard four-year warranty does not cover.

3.1.10 MISCELLANEOUS MANDATORY REQUIREMENTS

- 3.1.10.1** All computers provided under this contract must be business-class machines, as specified in Section 2 of these specifications
- 3.1.10.2** All computing equipment offered in the Vendor's response must be OEM products. Vendors must provide detailed specification sheets for all proposed products upon request. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified.
- 3.1.10.3** All new equipment must be delivered to the State with new components only, not refurbished, used or recycled components. If providing replacement parts, the WVOT, while preferring new parts, will accept "like new" refurbished parts with the same warranty offered for new parts. Shipping cost for returns must be paid by vendor.
- 3.1.10.4** All hardware provided under this contract must be a minimum of Energy Star 5.0 compliant.
- 3.1.10.5** The Absolute Resilience, or equal, software listed in this RFQ must be active on the computers when they are shipped from the vendor.
- 3.1.10.6** Vendor must set BIOS/UEFI Firmware to WVOT Standards before shipment. These standards will be available to the vendor after seed machines have been tested and standards established. WVOT must provide these settings within 10 business days of receiving the seed machines.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.10.7** All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving the level of certification with specification sheets upon request. The Vendor must ensure equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred that certification documentation be provided with the bid.
- 3.1.10.8** Vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.
- 3.1.10.9** Each model provided under this contract must have consistent hardware configurations, meaning that all machines of the same make or model must have the same components.
- 3.1.10.10** Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail.
- 3.1.10.11** Vendor must provide, at no additional charge, the State with two (2) free of charge units of all initial and subsequent replacement contract items. The State will use this time to test the equipment and images. It is the State's right to accept or reject any proposed model replacement.
- 3.1.10.12** Vendor must guarantee that any replacement units meet, or exceed, the originally bid model's specifications. Vendor must guarantee any proposed replacement units are of equivalent pricing (equal to, or less than) to originally bid units.
- 3.1.10.13** Current models must be available for purchase by the State, until the proposed replacement units have been approved by the State and a Change Order has been fully executed.
- 3.1.10.14** If the computing equipment experiences "repeated failure" in the first year of ownership, the Vendor must replace the computing unit with a new unit of the same make and model or a model equal to or better than what is currently provided under the contract.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 3.1.10.14.1** The State defines “repeated failure” to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.
- 3.1.10.15** The State must have the ability to remove the storage drive before returning any equipment to the Vendor. Additionally, the state must be able to retain storage drives without returning them to the Vendor and without being charged by the Vendor due to not returning the drive.
- 3.1.10.16** Vendor must provide Next Business Day (NBD) delivery of replacement parts for all equipment.
- 3.1.10.17** Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box, at no cost to the Agency, within five (5) business days.
- 3.1.10.18** Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award. Vendor must immediately notify the Office of Technology and the WV Purchasing Division if/when these contacts change.
- 3.1.10.18.1** The Agency may request personnel changes on the contract if the Vendor personnel are not satisfactorily performing their duties.
- 3.1.10.19** The successful vendor must provide a customer support telephone number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.
- 3.1.10.20** Vendor must provide direct, via telephone, second level technical access to support all equipment offered.
- 3.1.10.21** Vendor must provide a parts and support website for access by State technical staff.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

3.1.10.22 Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required.

3.1.10.23 The Vendor must agree to establish Quarterly Reviews and/or mutually agreed upon calls to discuss contract issues, questions, concerns, and performance.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all 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 in wvOASIS.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

4.2 Pricing Pages: Vendor should complete the Pricing by filling in the price per requested unit. Vendor should complete the Pricing in its entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 wvOasis contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate annual volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should electronically enter the information into wvOASIS.

4.2.3 Vendor should provide with their bid, a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency may have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

4.2.4 Vendor should include with their bid, a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency may be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

5 ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. The State does not make any guarantees that it will utilize an online ordering system, and the Vendor is required to accept wvOASIS delivery orders (ADO/CDO).
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 6.2.1** Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

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 FOB 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. **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB 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 the 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.

8 MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide to the State of West Virginia, quarterly utilization reports containing, at a minimum, the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:
- a. Ordering Entity;
 - b. Purchase order number;
 - c. Description;
 - d. Quantity;
 - e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contract number **CMA 0212 XXXXXXXXX** must be included on all Quarterly Sales Reports. Send reports to: Mark.A.Atkins@wv.gov and Jessica.L.Hovanec@wv.gov

Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1135670

Doc Description: Addendum #1 Statewide Contract for Computer Equipment

Reason for Modification:

Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET.

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2022-11-30	2022-12-13 13:30	CRFQ 0212 SWC2300000010	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals per the Specifications and Terms and Conditions as attached hereto.

INVOICE TO**SHIP TO**

ALL STATE AGENCIES
VARIOUS LOCATIONS AS
INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	3500.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

43210000

Extended Description:

3.1.2 Standard PC

INVOICE TO**SHIP TO**

ALL STATE AGENCIES
VARIOUS LOCATIONS AS
INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	3100.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

43210000

Extended Description:

3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.8 Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	20" Monitor	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	24" Monitor	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	27" Monitor	1900.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Digital Signature Pad	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.2 Digital Signature Pad

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.3 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Docking Station for Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.4 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Docking Station for Tablet	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.5 Docking Station for Tablet

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Docking Station for Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.6 Docking Station for Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SSD SATA 1TB 2.5"	600.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.7 SSD SATA 1TB 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	SSD M.2 1TB NVME 2280	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.8 SSD M.2 1TB NVME 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	USB DVD/RW Drive	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.9 Optional USB DVD/RW Drive

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	USB Smart Card Reader	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.10 USB Smart Card Reader

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Four-Year Accidental Damage Coverage	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by November 21, 2022 at 10:00 AM ET	2022-11-21

SOLICITATION NUMBER: CRFQ SWC2300000010

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] Modify bid opening date and time
- ☐ [] Modify specifications of product or service being sought
- ☒ [X] Attachment of vendor questions and responses
- ☐ [] Attachment of pre-bid sign-in sheet
- ☐ [] Correction of error
- ☐ [] Other

Description of Modification to Solicitation:

- 1) To Attach Vendor Questions and Answers
- 2) To change the bid opening date from 12/06/2022 to 12/13/2022. Bid opening time remains the same at 1:30 PM ET.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SWC2300000010 Addendum #1

Vendor Questions and Answers

Q1) Is this solicitation for manufacturers (OEM's) only?

A1) Yes. OEMs are permitted to employ whatever means necessary to fulfill their contractual obligations; however, the OEM and the State of WV will have the only contractual relationship and the OEM will be fully and wholly responsible for all activities under the resulting contract.

Q2) In order to provide the State with the most comprehensive and competitive-priced CRFQ response, we request that the due date is extended for 2 weeks after final Answers to all vendor questions are provided, though no less than a 2-week extension with a new closing date of December 20, 2022 at 1:30 p.m.?

A2) The State will extend the bid opening by one week.

Q3) We understand that the State seeks bids from interested original equipment manufacturers (OEM). Will the State permit OEMs to utilize their partners/resellers approved by the State to issue quotes, fulfill purchase orders, issue invoices, and process payments under the resultant OEM contract, subject to the same contract terms/pricing as the OEM?

A3) OEMs are permitted to employ whatever means necessary to fulfill their contractual obligations; however, the OEM and the State of WV will have the only contractual relationship and the OEM will be fully and wholly responsible for all activities under the resulting contract.

Q4) Would the State consider a 2-week extension for RFQ responses and allow a closing date of Dec 20th at 1:30PM ET?

A4) See Answer #2.

Q5) Under Purpose and Scope Section 1 States: "The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products." Would the State consider Indirect Bids or Partner Submissions or only OEM direct submissions?

A5) See Answer #3.

Q6) Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. Would the State consider sharing monthly historical data from 2019-2022 (end of October) as to quantities purchased to allow for inventory projections and help eliminate shortages?

A6) Quantities listed in the solicitation are based on the current contract's usage.

Q7) Will Intel-equivalent processors be accepted (e.g. AMD)?

A7) No

Q8) For Standard desktops, would the State provide details on its request for the 2 PCIe full-height expansion cards? Is the need for two x16 expansion slots? Or, would one x16 and one x1 expansion be acceptable?

A8) A minimum of one (1) x16 slot is required.

Q9) For Fixed Workstation, would the State provide details on it's request for the 4 PCIe full-height expansion cards? Is there a need for a specific configuration, such as a certain number of x16s and x8s?

A9) A minimum of two (2) x16 slots are required.

Q10) For all Laptops, regarding the identified optical drive option – internal, since the industry is moving away from internal optical drives, would an external optional drive be acceptable?

A10) The Internal Optical Drive is optional, as stated in the CRFQ for the Standard and Power Laptops and Mobile Workstation.

Q11) For Monitors, would HDMI cables and functionality be acceptable in lieu of Displayport functionality and cable, especially if it's a cost savings to the State?

A11) Yes, if an adapter from DisplayPort to HDMI is included

Q12) In observance of the Holidays, would the State consider extending the due date of the Proposal Response?

A12) See Answer #2.

Q13) Would the State consider any leasing or payment solutions for its procurement of these goods and services under this RFP?

A13) No, the State will not consider leasing solutions and payment terms are contained in the solicitation documents.

Q14) Is the 12th Gen Intel processor a requirement for All Systems Requested? or will 11th Gen be accepted?

A14) The latest gen Intel processor is required; 11th Gen will not be accepted.

Q15) Regarding RAM, is DDR5 required for All Systems Requested? or is DDR4 acceptable?

A15) Either DDR4 or DDR5 are acceptable.

Q16) Would the State prefer the Vendor integrate a VGA port into the Desktops? or offer a conversion cable option?

A16) VGA ports may be integrated only if dual monitor support via integrated HDMI and/or DisplayPort is also available. If the VGA port is not integrated, an adapter must be included, per the RFQ requirements.

Q17) Would All End-Users require the use of Smartcards? Would the State prefer All Notebooks have built in Smartcard readers, rather than USB external readers?

A17) No and no.

Q18) Regarding the Standard PC Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.2.16)

A18) If OEM Registration enables the registration of the device in MS Autopilot, this is acceptable.

Q19) Regarding the Power PC Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.2.17)

A19) See Answer #19

Q20) Regarding the Fixed Workstation Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.4.18)

A20) See Answer #19

Q21) Regarding the Standard Laptop Requirement, Please clarify the USB Port Requirement?

- Is it three USB-A ports requested? (3.1.5.6)

A21) At least one of the 3 USB ports must be USB-A.

Q22) Regarding the Standard Laptop, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.5.10)

A22) Either is acceptable

Q23) Regarding the Standard Laptop Requirement, Please clarify if an External Optical Drive is acceptable (3.1.5.16)

A23) Yes

Q24) Regarding the Standard Laptop Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.5.17)

A24) See Answer #19

Q25) Regarding the Power Laptop Requirement, Please clarify the USB Port Requirement?

- Is it three USB-A ports requested? Or just three total USB ports (could be A or C)? (3.1.6.7)

A25) The 3 total USB ports can be any combination of USB-A and USB-C, as long as there is at least one of each type.

Q26) Regarding the Power Laptop, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.6.12)

A26) See Answer #22

Q27) Regarding the Power Laptop Requirement, Please clarify if an External Optical Drive is acceptable (3.1.6.18)

A27) See Answer #23

Q28) Regarding the Power Laptop Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.6.19)

A28) See Answer #19

Q29) Regarding the Tablet PC Requirement, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.7.12)

A29) See Answer #22

Q30) Regarding the Tablet PC Requirement, is OEM Registration (*SerialNumber* + *OEMManufacturerName* + *ModelName*) an acceptable alternative to Hardware Hash requirement? (3.1.7.19)

A30) See Answer #19

Q31) Will a USB-A adapter dongle satisfy the requirement for a minimum of one USB-A port? (3.1.8.8)

A31) No

Q32) Regarding the Mobile Workstation Requirement, Please clarify the "AC Adapter" Requirement?

- Can it be AC over USB-C or is a barrel connector required? (3.1.8.12)

A32) See Answer #22

Q33) Regarding the Mobile Workstation Requirement, Please clarify if an External Optical Drive is acceptable (3.1.8.19)

A33) See Answer #23

Q34) Regarding the Mobile Workstation Requirement, is OEM Registration (**SerialNumber + OEMManufacturerName + ModelName**) an acceptable alternative to Hardware Hash requirement? (3.1.8.20)

A34) See Answer #19

Q35) Will a third-party offering be accepted? Or is OEM required for submission? (3.1.9.2)

A35) Unless indicated on some of the optional components, OEM is required for all equipment.

Q36) Given this RFP was released 2 business days before a holiday week and provide only 11 business days to respond We formally request West Virginia extend the deadline to December 22nd. This allows all competitors to provide responsible responses.

A36) See Answer #2.

Q37) Under "Contract Award" the state says " 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 in wvOASIS"- To clarify will an award be given to the lowest bid in each category (I.E "Power PC", "Fixed Workstation", "Laptop" ETC) or awarded to the lowest aggregate bid?

A37) Contract will be awarded to the lowest total bidder.

Q38) Under computing products, Stated Intel i5 or equivalent, does this allow for AMD processors?

A38) See Answer #7

Q39) For laptops under Optional Optical Drive Internal DVD/RW, Will you allow an external DVD/RW drive as most laptops do not have optical drives built in any more.

A39) See Answer #23

Q40) Under WWAN: Mobile Broadband Card with micro-SIM slot, will you also accept a Nano-SIM slot?

A40) Yes

Q41) On multiple laptop categories under memory it states single DIMM, will you also accept soldered memory?

A41) Soldered memory is only acceptable for the Tablet PC. All other laptops must use DIMMs.

Q42) Section 3.1.4.5 Mentions Storage drives but there is no mention of the Boot Drive. Do you want the boot drive to be part of that RAID array or separate from the storage array?

A42) The OS should be installed on the RAID array, it should not be a separate drive.

Q43) There is no weight requirement, Is weight going to be used in judging the response?

A43) No

Q44) Section 3.1.6.7 calls out USB charging. In our laptop solutions. we meet the spec with a single 32GB DIMM and upgradable to 64 then the power required to run that has to have a Square Tip adapter to charge it. Is this acceptable?

A44) As long as the laptop is capable of using a square tip adapter after the memory upgrade, this is acceptable.

Q45) Section 3.1.4.4 – RAM: The request is for Min. 64 GB but expandible to 256 or greater. Is it required to upgrade to 256 without removing or replacing the original 64GB of memory?

A45) Yes

Q46) Will the State of WV accept bids from resellers that would propose an OEM specified solution? Or are you only accepting responses from OEM's direct?

A46) See Answer #3



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1135670			Reason for Modification: Addendum #2 to answer an additional vendor question and answer.
Doc Description: Addendum #2 Statewide Contract for Computer Equipment			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-12-05	2022-12-13 13:30	CRFQ 0212 SWC2300000010	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum #2 to answer an additional vendor question and answer.

Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals per the Specifications and Terms and Conditions as attached hereto.

INVOICE TO**SHIP TO**

ALL STATE AGENCIES
VARIOUS LOCATIONS AS
INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	3500.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

43210000

Extended Description:

3.1.2 Standard PC

INVOICE TO**SHIP TO**

ALL STATE AGENCIES
VARIOUS LOCATIONS AS
INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	3100.00000	EA		

Comm Code**Manufacturer****Specification****Model #**

43210000

Extended Description:

3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.7 Tablet PC

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV		No City	WV	
US			US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobile Workstation	500.00000	EA		
Comm Code	Manufacturer	Specification	Model #		
43210000					

Extended Description:
3.1.8 Mobile Workstation

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV		No City	WV	
US			US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	20" Monitor	1500.00000	EA		
Comm Code	Manufacturer	Specification	Model #		
43210000					

Extended Description:
3.1.9.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	24" Monitor	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	27" Monitor	1900.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Digital Signature Pad	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.2 Digital Signature Pad

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.3 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Docking Station for Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.4 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Docking Station for Tablet	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.5 Docking Station for Tablet

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Docking Station for Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.6 Docking Station for Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SSD SATA 1TB 2.5"	600.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.7 SSD SATA 1TB 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	SSD M.2 1TB NVME 2280	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.8 SSD M.2 1TB NVME 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	USB DVD/RW Drive	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.9 Optional USB DVD/RW Drive

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV		No City	WV	
US			US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	USB Smart Card Reader	100.00000	EA		
Comm Code	Manufacturer	Specification	Model #		
43210000					

Extended Description:
3.1.9.10 USB Smart Card Reader

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV		No City	WV	
US			US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Four-Year Accidental Damage Coverage	500.00000	EA		
Comm Code	Manufacturer	Specification	Model #		
43210000					

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by November 21, 2022 at 10:00 AM ET	2022-11-21

SOLICITATION NUMBER: CRFQ SWC2300000010
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

- 1) To Answer an additional Vendor Question and Answer

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SWC2300000010 Addendum #2

Vendor Questions and Answers

Q47) The RFP requires the OEM to manufacturer components and can not use third party unless the RFP specifically states we can. On Page 60 section 3.1.9.2 for Digital Signature Pads, it does not say if we can use 3rd party for this. We researched this and Lenovo, HP nor Dell manufacturer their own Digital Signature Pads. Is it ok to go 3rd party here?

A47) Yes, 3rd Party Digital Signature Pads will be accepted.



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1135670			Reason for Modification: Addendum #3 to attach additional vendor questions and answers.
Doc Description: Addendum #3 Statewide Contract for Computer Equipment			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-12-08	2022-12-13 13:30	CRFQ 0212 SWC2300000010	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum #3 to attach additional vendor questions and answers.

Addendum #2 to answer an additional vendor question and answer.

Addendum #1 to publish Vendor questions and answers and to move the bid opening date to 12/13/2022 at 1:30 PM ET.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of Windows-based computers and peripherals per the Specifications and Terms and Conditions as attached hereto.

INVOICE TO				SHIP TO			
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER				STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	3500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.2 Standard PC

INVOICE TO				SHIP TO			
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER				STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER			
No City		WV		No City		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	3100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	250.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.8 Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	20" Monitor	1500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	24" Monitor	10000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	27" Monitor	1900.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Digital Signature Pad	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.2 Digital Signature Pad

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Standard Laptop	2500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.3 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Docking Station for Power Laptop	9000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.4 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Docking Station for Tablet	2200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.5 Docking Station for Tablet

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Docking Station for Mobile Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.6 Docking Station for Mobile Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SSD SATA 1TB 2.5"	600.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.9.7 SSD SATA 1TB 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	SSD M.2 1TB NVME 2280	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.8 SSD M.2 1TB NVME 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	USB DVD/RW Drive	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.9 Optional USB DVD/RW Drive

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	USB Smart Card Reader	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.10 USB Smart Card Reader

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Four-Year Accidental Damage Coverage	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:
3.1.9.11 Four-Year Accidental Damage Coverage

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by November 21, 2022 at 10:00 AM ET	2022-11-21

SOLICITATION NUMBER: CRFQ SWC2300000010
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ SWC2300000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

- 1) To Answer additional Vendor Questions and Answers

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SWC2300000010 Addendum #3

Vendor Questions and Answers

Q48) Section 5.2 Payment, indicates that OEMs shall accept payment in accordance with the payment procedures of the State of West Virginia. Will the State agree to payments terms of net 30 days?

A48) The State strives for Net 30 days after acceptance of goods.

Q49) On the wvOASIS portal, under the Respond To Lines tab, when you click on the "Additional Specs" button a pop-up window for Alternate Product Specifications and Alternate Shipping Specifications sections. Are Vendors only required to complete the Alternate Products Specifications and Shipping sections when Alternative Products are being proposed?

A49) Correct

Q50) If (a) relates to additional specs for the non-alternate proposed product, where do we enter information regarding alternate products?

A50) In Vendor's response.

Q51) Is it necessary to complete Additional Specs if Vendors are including datasheets?

A51) No

Q52) Can Vendors propose more than one (1) alternate product?

A52) No. Vendor must bid the product it will supply.

Q53) For the Fixed Workstation, would the State accept Qty (4) M.2 NVME 512 SSDs vs. Qty (4) 2.5" SSDs?

A53) Yes

Q54) And if yes, would the State consider changing the requirement to Qty (3) available PCIe slots instead of the original Qty (4) available slots requested (to allow room for the additional NVME drives)?

A54) Yes

Q55) For the Mobile Workstation, would the State consider a 15.6" screen instead of 16" minimum screen?

A55) No

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO SWC2300000010

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 receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ 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 receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

HP Inc.

< Company



Authorized Signature

12-9-2022

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Attachment 1 – HP Pricing and Configuration Details

Proposed product configuration details are provided in the tables below. For all proposed configurations, HP offers Windows 11 Pro downgrade to Win 10 Pro 64 operating system, which the State can upgrade to Enterprise using its existing Microsoft license.

Table 2. 3.1.2 Standard PC: HP EliteDesk 600 G9 Microtower

HP offers the HP EliteDesk 600 G9 Microtower for the State's Standard PC (section 3.1.2).

Category	Description	Part No.
Base Unit	HP Elite Tower 600 G9 260W – Base Unit RCTO	54N88AV
Packaging	Single Unit (Tower) Packaging	6ME13AV
Energy Star Compliance	ENERGY STAR Certified Label	6ME13AV
Power Cord	C13 1.83m Sticker Conventional Straight Desktop Power Cord	4G3M8AV
Operating System	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4V078AV
Processor	Intel Core i5-12500 3.00G 18MB 6 cores 65W	4G398AV
System Memory	16GB (1x16GB) DDR5 4800 UDIMM Memory	4G3N0AV
Internal Storage	256GB PCIe-4x4 2280 NVMe TLC Solid State Drive	4G3Q0AV
Keyboard	HP USB 320K Keyboard	4G3D9AV
ID/Mechanical	VGA Port V2	4G3S6AV
ID/Mechanical	No Flex Port 2	4G3H7AV
Mouse	HP Black 125 Wired Mouse	4G3H2AV
Optical Device 1	DVD-Writer ODD	4G3J2AV
Add On Selections	DisplayPort TO DVI-D Adapter (single link) Cable	FH973AA
Warranty	HP 3 year Next Business Day Onsite Desktop Only Hardware Support Warranty Extension	60Q08AV
Country Kit	Elite 600 Tower Country Kit	4G390AV
Technical Avs	Intel Core i5 vPro Essentials Alder Lake Label	646V7AV
BIOS Service	BIOS Setting Service (Attachment 9)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention (Attachment 7)	UE333E
Absolute Standalone	HP 5-year Absolute Resilience(Attachment 10)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (Attachment 11)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
Configuration Unit Price: \$636		



Table 3. 3.1.3 Power PC: HP EliteDesk 600 G9 Microtower

HP offers the HP EliteDesk 600 G9 Microtower for the State's Power PC (section 3.1.3).

Category	Description	Part No.
Base Unit	HP Elite Tower 600 G9 400W -Base Unit RCTO	54N89AV
Packaging	Single Unit (Tower) Packaging	4G3G3AV
Energy Star Compliance	ENERGY STAR Certified	6ME13AV
Power Cord	C13 1.83m Sticker Conventional Straight Desktop Power Cord	4G3M8AV
Operating System	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4V078AV
Processor	Intel Core i7-12700 2.10G 25MB 12 cores 65W	4G3A0AV
System Memory	32GB (1x32GB) DDR5 4800 UDIMM Memory	4G3N2AV
Internal Storage	512GB PCIe-4x4 NVMe TLC Solid State Drive	4G3R4AV
Keyboard	HP USB 320K Keyboard	4G3D9AV
ID/Mechanical	VGA Port V2	4G3S6AV
ID/Mechanical	No Flex Port 2	4G3H7AV
Mouse	HP Black 125 Wired Mouse	4G3H2AV
Wireless Adapter	Intel AX211 Wi-Fi 6E + BT 5.3 WLAN	4G3T5AV
Optical Device 1	DVD-Writer ODD	4G3J2AV
Add On Selections	DisplayPort TO DVI-D Adapter (single link) Adapter	FH973AA
Warranty	HP 3 year Next Business Day Onsite Desktop Only Hardware Support Warranty Extension	60Q08AV
Country Kit	Elite 600 Tower Country Kit	4G390AV
Technical AV	Intel Core i7 vPro Essentials Alder Lake Label	646V8AV
Technical AV	SATA Power cable w/RF	5B0Z0AV
BIOS Service	BIOS Setting Service (<i>Attachment 9</i>)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Desktops (<i>Attachment 7</i>)	UE333E
Absolute Standalone	HP 5-year Absolute Resilience (<i>Attachment 10</i>)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (<i>Attachment 11</i>)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
Configuration Unit Price: \$803		



Table 4. 3.1.4 Fixed Workstation: HP Z4 G4 Tower Workstation

HP offers the HP Z4 G4 Tower Workstation for the State's Fixed Workstation (section 3.1.4).

Category	Description	Part No.
Base Unit	HP Z4 G4 WKS	1JP11AV
Packaging	Single unit (TWR) Packaging	1JR04AV
Chassis	HP Z4 G4 90 750W Chassis	1JQ29AV
Operating System	Windows 11 Pro 64 Downgrade Win 10 Pro 64 for Workstations 6 Cores Plus	540D9AV#ABA
Energy Star	Energy Star Compliance	1JP74AV
Internal OS Load Storage Options	Operating System Load to SATA/SAS	1JP94AV
Processor	Intel Xeon W-2245 3.9GHz 2933MHz 8C 155W CPU	8EC23AV
System Memory	64GB (2x32GB) DDR4 2933 DIMM ECC Registered WW Memory	8EC50AV
Graphics Card	NVIDIA RTX A4000 16 GB FH Blower Fan 4DP PCIe x16 Graphics	435S4AV
Internal Storage 1	HP Z Turbo Drive Quad Pro 512GB TLC SSD	4ZY80AV
Internal Storage 2	HP Z Turbo Drv Quad 512GB TLC SSD 2nd	4ZY75AV
Internal Storage 3	HP Z Turbo Drv Quad 512GB TLC SSD 3rd	4ZY76AV
Internal Storage 4	HP Z Turbo Drv Quad 512GB TLC SSD 4th	4ZY77AV
Keyboard	USB Business Slim Wired Keyboard US	1JQ87AV#ABA
Mouse	HP Wired 320M Mouse	5U114AV
Optical Device 1	9.5mm DVD-Writer 1st ODD	1JR01AV
Front I/O	Premium FIO 2xUSB3.1 TypeC 2xUSB3 TypeA	1JP95AV
Warranty	3/3/3 (material/labor/onsite) Warranty US	1JR07AV#ABA
Country Kit	HP Z4 G4 Country Kit US	1JQ44AV#ABA
Technical AV	HP Z4 HiPwr CPU Cooling Solution	3EN29AV
Card for Raid 5 Configuration	Intel VROC NVMe SSD Premium Ctlr Module	3FJ81AA
Hardware Integration Service	Hardware Integration (<i>Attachment 12</i>)	AY105AV
Raid 5 Configuration Service	HP GetMore Service	AY116AV
BIOS Service	BIOS Setting Service (<i>Attachment 9</i>)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support for Workstations w/Defective Media Retention (<i>Attachment 7</i>)	U1G56E
Absolute Standalone	HP 5-year Absolute Resilience (<i>Attachment 10</i>)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (<i>Attachment 11</i>)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
Configuration Unit Price: \$3,027		



Table 5. 3.1.5 Standard Laptop: HP ProBook 450 G9

HP offers the HP ProBook 450 G9 for the State's Standard Laptop (section 3.1.5).

Category	Description	Part No.
Base Unit	HP IDS UMA i5-1235U Realtek USB-C 450 G9 Base NB PC	674N0AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4S310AV
Integrated Camera	Dual AryMic HD USB2 WFOV Integrated Camera	4D3Y3AV
Display	15.6 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for HD Webcam Narrow Bezel bent	4D3Y6AV
System Memory	16GB (1x16GB) DDR4 3200	4D432AV
Internal Storage	256GB PCIe NVMe Value Solid State Drive	4E471AV
Communication WLAN and Bluetooth	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN	4D441AV
Wireless WAN	No WWAN	4D401AV
Fingerprint Reader	No Fingerprint Sensor	4D3Z8AV
Battery	Long Life 42Whr Fast Charge 3 cell Battery	4D3W4AV
AC Adapter	45 Watt Smart nPFC Right Angle AC Adapter	4D3V8AV
Power Cords	C5 1.0m Sticker Conventional Power Cord	4F021AV
Warranty	HP 3 year Offsite Notebook Only Hardware Support Warranty Extension	5Z971AV
Country/Hardware Kit	Country Localization US	4D9R6AV
Keyboard	Clickpad with numeric keypad spill-resistant	4F003AV
Technical AV	Electronic Energy Star labeling (EStar)	1Y632AV
Processor Labels	Core i5 sz3 G12 Label	4W1K5AV
BIOS Service	BIOS Setting Service (<i>Attachment 9</i>)	AY103AV
Account Operations Services	Account Operations Services AY166AV	AY166AV
HP Care Pack Services	HP 4 Year Onsite Battery Replacement HW Support	U9UX1E
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Notebooks (<i>Attachment 7</i>)	UB5F2E
Absolute Standalone	HP 5-year Absolute Resilience (<i>Attachment 10</i>)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (<i>Attachment 11</i>)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
Configuration Unit Price: \$724		



Table 6. 3.1.6 Power Laptop: HP EliteBook 650 G9

HP offers the HP EliteBook 650 G9 for the State's Power Laptop (section 3.1.6).

Category	Description	Part No.
Base Unit	HP IDS UMA i7-1255U for WWAN Realtek USBC 650 G9 Base NB PC	6N4K3AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4T6H9AV
Integrated Camera	Dual AryMic HD USB2 WFOV Integrated Camera	4G5Z1AV
Display	15.6 inch FHD (1920x1080) Anti-Glare LED UWVA 250 for WWAN for HD Webcam Narrow Bezel bent	4G605AV
System Memory	32GB (1x32GB) DDR4 3200	4G647AV
M.2 Storage	512GB PCIe NVMe Value Solid State Drive	4G661AV
Near Field Communication	No Near Field Communication (No NFC)	4G608AV
Communication WLAN and Bluetooth	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN	4G665AV
Wireless WAN	Intel XMM 7560 R+ LTE-Advanced Pro WWAN	4G667AV
Fingerprint Reader	No Fingerprint Sensor	4G607AV
Smart Card Reader	No SmartCard Reader	4G609AV
Battery	Long Life 42Whr Fast Charge 3 cell Battery	4G5Y7AV
AC Adapter	45 Watt Smart nPFC Right Angle AC Adapter	4G5Y1AV
Power Cords	C5 1.0m Sticker Conventional Power Cord	4G6J4AV
Warranty	HP 3 year Offsite Notebook Only Hardware Support Warranty Extension	615P9AV
Out-Of-Band Manageability	No vPro AMT supported	4V0B5AV
Country/Hardware Kit	Country Localization US	4G8E9AV
Keyboard	Clickpad Backlit num kypd spill-resistant KBD	4G690AV
Technical AV	Electronic Energy Star labeling (EStar)	1Y632AV
Processor Labels	Core i7 sz3 G12 Label	4W1M9AV
BIOS Service	BIOS Setting Service (<i>Attachment 9</i>)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4 Year Onsite Battery Replacement HW Support	U9UW8E
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Notebooks (<i>Attachment 7</i>)	UA6H7E
Absolute Standalone	HP 5-year Absolute Resilience (<i>Attachment 10</i>)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (<i>Attachment 11</i>)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
Configuration Unit Price: \$1,010		



Table 7. 3.1.7 Tablet PC: HP EliteBook x360 830 G9

HP offers the HP EliteBook x360 830 G9 for the State's Tablet PC (section 3.1.7).

Category	Description	Part No.
Base Unit	HP IDS UMA i7-1255U 16GB x360 830 G9 Base NB PC	479Y8AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10 Pro 64	4T5K1AV
Digital Pen	No Digital Active Pen	47D07AV
Display	13.3 inch BV WUXGA (1920x1200) LED UWVA 250 for WWAN w5MP Touchscreen bnt LCD Panel	47C96AV
Internal Storage	256 GB PCIe NVMe Value Solid State Drive	4D031AV
Near Field Communication	No Near Field Communication (No NFC)	47D09AV
Communication WLAN and Bluetooth	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN	47D30AV
Wireless WAN	Intel XMM 7560 R+ LTE-Advanced Pro WWAN	47D34AV
Battery	Long Life 38Whr Fast Charge 3 cell Battery	47C93AV
AC Adapter	45 Watt nPFC USB-C Straight AC Adapter	47C90AV
Power Cords	C5 1.0m Sticker Conventional Power Cord	482Y5AV
Warranty	1/1/0 Warranty	482F3AV
Warranty Extension Bundling	HP 3 year Offsite Notebook Only Hardware Support Warranty Extension	605J0AV
Out-Of-Band Manageability	No vPro AMT supported	X9H42AV
Country/Hardware Kit	Country Localization	482B4AV
Keyboard	Clickpad Backlit spill-resistant Premium Keyboard	482N3AV
Technical AV	Electronic Energy Star labeling (EStar)	1Y629AV
Processor Labels	Core i7 sz2 G12 Label	4W1L6AV
BIOS Service	BIOS Setting Service (<i>Attachment 9</i>)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4 Year Onsite Battery Replacement Hardware Support	U9UW8E
HP Care Pack Services	HP 4-year Next Business Day Onsite Hardware Support w/Defective Media Retention for Notebooks (<i>Attachment 7</i>)	UE336E
Absolute Standalone	HP 5-year Absolute Resilience (<i>Attachment 10</i>)	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (<i>Attachment 11</i>)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
Configuration Unit Price: \$1,101		



Table 8. 3.1.8 Mobile Workstation: HP Fury 16 G9

HP offers the HP Fury 16 G9 for the State's Mobile Workstation (section 3.1.8).

Category	Description	Part No.
Base Unit	HP IDS i7-12800HX for WWAN Fury 16 G9 Base NB PC	609L6AV
Packaging	Standard Packaging	609Q0AV
OS Localization	OS Localization	4SS11AV
OS & Documentation	Windows 11 Pro 64 Downgrade Win 10	609S6AV
Graphics	NVIDIA RTX A1000 4 GB Graphics	609M6AV
Integrated Camera	Dual AryMic 5MP USB2 IR NFOV Integrated Camera	609N1AV
Display	16.0 Inch AG WUXGA (1920x1200) WLED+LBL UWVA 400 for WWAN w5MP IR bnt LCD Panel	6L1E0AV
System Memory	32GB (1x32GB) DDR5 4800 SODIMM Memory	609T7AV
M.2 Storage	512GB PCIe-4x4 NVMe TLC Solid State Drive	609X8AV
Near Field Communication	No Near Field Communication (No NFC)	609P6AV
Communication WLAN and Bluetooth	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN	609Y7AV
Wireless WAN	No WWAN	609P8AV
Fingerprint Sensor	Fingerprint Sensor	609U3AV
Battery	XL-Long Life 95Whr Fast Charge 8 cell Battery	609L1AV
AC Adapter	HP 200W Slim 4.5mm PFC Smart (3-pin) AC Adapter	609K9AV
Power Cord	C13 1.0m Tag Premium Power Cord	60A65AV
HP Tamper Lock	HP Tamper Lock	4N732AV
Warranty	3/3/0 Warranty	60A66AV
Out-Of-Band Manageability	No vPro AMT supported	X9H49AV
Country/Hardware Kit	Country Localization	609Z1AV
Keyboard	HP Touchpad Backlit num kypd spill-resistant Premium Keyboard	60A73AV
Processor Labels	Core i7 sz3 G12 Label	4W1M5AV
USB Wired Mouse	HP 125 Wired Mouse	265A9AA
BIOS Services	BIOS Setting Service (<i>Attachment 9</i>)	AY103AV
Account Operations Services	Account Operations Services	AY166AV
HP Care Pack Services	HP 4-Year Onsite Battery Replacement HW Support	U9UW8E
HP Care Pack Services	HP 4-Year Next Business Day Onsite w/Accidental Damage Protection and Defective Media Retention Notebooks Hardware Support (<i>Attachment 7</i>)	U02C2E
Absolute Standalone	HP 5-Year Absolute Resilience	U8UK3E
Second Level Support (3.1.10.20)	HP 4-year Priority Access Plus (<i>Attachment 11</i>)	U9DM1E
Hardware Hash to self-register devices into MS Autopilot	Microsoft Autopilot Registration	N/A
Configuration Unit Price: \$1,935		



Table 9. 3.1.9 Monitors, Docking Stations, and Optional Components

HP offers the following products for the State's Monitors, Docking Stations, and Optional Components (section 3.1.9).

Category	Description	Part No.	Unit Price
Monitors			
20-inch Monitor	HP P22 G5 FHD 21.5-inch Monitor with HP DisplayPort Cable Kit	64X86AA VN567AA	\$108.00
24-inch Monitor	HP E24 G4 23.8-inch Monitor	9VF99AA#ABA	\$144.00
27-inch Monitor	HP E27 G4 27-inch Monitor	9VG71AA#ABA	\$162.00
Docking Stations			
Docking Station for Laptops and Tablet	HP USB-C G5 Essential Docking Station and HP 4-Year Next Business Day Response Advanced Exchange Docking Station Hardware Support	72C71AA#ABA UJ392E	\$158.00
Docking Station for Mobile Workstations	HP Thunderbolt Dock 280W G4 w/Combo Cable US and HP 4-Year Next Business Day Response Advanced Exchange Docking Station Hardware Support	4J0G4AA#ABA UJ392E	\$253.00
Drives			
DVD/RW Drive	HP External USB DVD-RW	F2B56AA	\$30.00
SSD M.2 1TB NVMe 2280	HP 1TB TLC PCIe3x4 NVMe M2 SSD	6SK99AA	\$138.00
Third Party Components			
Digital Signature Pads	Topaz SigLite LCD 1X5 HSX USB HP USB TER	T-LBK460-HSX-R	\$265.50
SSD Sata Drive	SanDisk SSD PLUS 1 TB Solid State Drive - 2.5" Internal - SATA (SATA/600) - 535 MB/s Maximum Read Transfer Rate - 3-Year Warranty	SDSSDA-1T00-G26	\$155.10
Smart Card Reader	Adesso SCR-100 Smart Card Reader - Contact - Cable - USB 2.0 - TAA Compliant	SCR-100	\$22.49
Optional Accidental Damage Protection			
Standard Laptop (450 G9)	HP 4-year Next Business Day Onsite with Defective Media Retention and Accidental Damage coverage	UB5F8E (replaces Part No. UB5F2E)	\$209.00
Power Laptop (650 G9)	HP 4-year Next Business Day Onsite with Defective Media Retention and Accidental Damage coverage	UA6J0E (replaces Part No. UA6H7E)	\$181.00
Tablet PC (x360 830 G9)	HP 4-year Next Business Day Onsite with Defective Media Retention and Accidental Damage coverage	UL785E (replaces Part No. UE336E)	\$236.00