



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

**Request for
 Quotation**

RFQ NUMBER
 BHS90048

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Dell Marketing L.P.
 One Dell Way, RR8,
 Round Rock, Texas 78682

HEALTH AND HUMAN RESOURCES
 BBH/HF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/04/2008	Net 30 days ARO			
BID OPENING DATE: 09/04/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
01	21	EA		410-12	\$2,892.95	\$60,751.95
				OPEN-END BLANKET CONTRACT		
0002	21	EA		410-12	\$860.95	\$18,079.95
				RUBBERMAID MEDICATION CART (NON-POWERED)		
				ITEM #9M39-08-L00 OR EQUAL 8 DRAWER MEDICATION CART; INCLUDING WARRANTY: 3 YEARS ON STRUCTURAL COMPONENTS; 2 YEARS ON ELECTRICAL COMPONENTS, 90 DAYS ON BATTERY OR EQUAL.		
0003	11	EA		410-12	\$5,144.95	\$56,594.45
				9M39-EX-5CLT 5 YEAR M39 NON-POWERED CART COMPREHEN- SIVE WARRANTY (2 YEAR DURABLE, 3 YEARS ELECTRIC EXTENSION). INCLUDES PARTS/ON-SITE - OR EQUAL.		
				RUBBERMAID MEDICATION CART - 55 AMP: ITEM # 9M39-09-A55C OR EQUAL		

RECEIVED

2008 AUG 29 A 9:38

SIGNATURE _____
 TITLE _____
 REGIONAL PROPOSAL MANAGER 74-261-6805

PURCHASING DIVISION
 STATE OF WV

12-08
 SEE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

* *SS*

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130

bv *Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement. Rev. 7/01/08



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08/04/2008				
BID OPENING DATE: 09/04/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	11	EA		410-12	\$1,290.95	\$14,200.45
	9M39-3X-5CAC 5 YEAR M39 AC CART COMPREHENSIVE					
	WARRANTY (2 YEAR DURABLE, 3 YEAR ELECTRONIC EXTENSION). INCLUDES PARTS/ON-SITE OR EQUAL.					
0005	6	EA		410-12	\$1,569.95	\$9,419.70
	RUBBERMAID COMPUTER CART (NON-POWERED) FOR LAPTOP					
	COMPUTERS: ITEM #9M38-01-L00 COMPUTER CART OR EQUAL. INCLUDING WARRANTY: 2 YEAR NEXT BUSINESS DAY ON-SITE SERVICE WARRANTY ON POWER SYSTEM OR EQUAL.					
0006	6	EA		410-12	\$860.95	\$5,165.70
	9M39-EX-5CLT 5 YEAR M39 NON-POWERED CART COMPREHEN-					
	SIVE WARRANTY (2 YEAR DURABLE, 3 YEAR ELECTRONIC EXTENSION). INCLUDES PARTS/ON-SITE OR EQUAL.					
0007	25	EA		410-12	\$5,144.95	\$128,512.75
	RUBBERMAID MEDICATION CART - 55 AMP:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	512-728-5152	8-28-08
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
Regional Proposal Manager		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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BID OPENING DATE: 09/04/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0008	25	EA		410-12	\$2,892.95	\$72,323.75
	ITEM #9M39-08-A55C OR EQUAL. 8 DRAWER MEDICATION CART; INCLUDING WARRANTY: 3 YEARS ON STRUCTURAL COMPONENTS, 90 DAYS ON BATTERY OR EQUAL.					
	9M39-EX-5CAC 5 YEAR M39 AC CART COMPREHENSIVE					
	WARRANTY (2 YEAR DURABLE, 3 YEAR ELECTRONIC EXTENSION). INCLUDES PARTS/ON-SITE OR EQUAL.					
0009	25	EA		410-12	\$860.95	\$21,523.75
	RUBBERMAID MEDICATION CART (NON-POWERED)					
0010	25	EA		410-12	\$1,290.95	\$32,273.75
	ITEM #9M39-08-L00 OR EQUAL. 8 DRAWER MEDICATION CARE; INCLUDING WARRANTY: 3 YEARS ON STRUCTURAL COMPONENTS; 2 YEARS ON ELECTRICAL COMPONENTS, 90 DAYS ON BATTERY OR EQUAL.					
	9M39-EX-5CLT 5 YEAR M39 NON-POWERED CART COMPREHEN-					
	SIVE WARRANTY (2 YEAR DURABLE, 3 YEAR ELECTRONIC EXTENSION). INCLUDES PARTS/ON-SITE OR EQUAL.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 512-728-5152	DATE 8-28-08
TITLE Regional Proposal Manager 74-261-6805		ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

SHIP TO

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BID OPENING DATE: 09/04/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	LOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0011	12	EA		410-12	\$1,569.95	\$18,839.40
				RUBBERMAID COMPUTER CART (NON-POWERED)	FOR LAPTOP	
				COMPUTERS; ITEM #9M38-01-L00 COMPUTER CART; INCLUDING WARRANTY: 2 YEAR NEXT BUSINESS DAY ON-SITE SERVICE WARRANTY ON POWER SYSTEM OR EQUAL.		
					\$860.95	\$10,331.40
0012	12	EA		410-12		
				9M39-EX-5CLT 5 YEAR M39 NON-POWERED CART COMPREHEN-		
				SIVE WARRANTY (2 YEAR DURABLE, 3 YEAR ELECTRONIC EXTENSION). INCLUDES PARTS/ON-SITE OR EQUAL.		
				AWARD OF THIS CONTRACT WILL BE BASED UPON THE TOTAL LOWEST COST OF ALL IMMEDIATE NEED EQUIPMENT AND ESTIMATED ANNUAL QUANTITIES, MEETING SPECIFICATIONS AS LISTED IN THE ATTACHED RFQ.		
				THIS WILL BE AN OPEN END CONTRACT FOR USE BY ALL OF DHHR. QUANTITIES LISTED ARE ESTIMATES ONLY. ACTUAL NEEDS OF AGENCY WILL BE PROVIDED, WHETHER GREATER OR LESS THAN ESTIMATE.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 512-728-5152	DATE 8-28-08
Regional Proposal Manager	FAX 74-261-6805	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement.

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SIGNATURE <i>[Signature]</i>	TELEPHONE 512-728-5152	DATE 8-28-08
TITLE Regional Proposal Manager 74-261-6805	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/19/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

f *Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement.

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 74-261-6805	DATE 8-28-08
TITLE Regional Proposal Manager			ADDRESS CHANGES TO BE NOTED ABOVE		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV EXHIBIT 4 LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT						
<i>*Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement.</i>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 512-728-5152	DATE 8-28-08
Regional Proposal Manager		ADDRESS CHANGES TO BE NOTED ABOVE

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<p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

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SIGNATURE: *[Signature]* TELEPHONE: 512-728-5152 DATE: 8-28-08

TITLE: Regional Proposal Manager 74-261-6805 ADDRESS CHANGES TO BE NOTED ABOVE

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SUBMIT TO

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<p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE</p>						

ps Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement.

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	512-728-5152	8-28-08

TITLE	ADDRESS CHANGES TO BE NOTED ABOVE
Regional Proposal Manager 74-261-6805	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 BHS90048

PAGE
 1.0

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

Dell Marketing L.P.
 One Dell Way, RR8,
 Round Rock, Texas 78682

HEALTH AND HUMAN RESOURCES
 BBH/HF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/04/2008				
BID OPENING DATE: 09/04/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p style="text-align: right;">Dell Marketing L.P.</p> <p>BIDDER: -----</p> <p>DATE: 8-28-08</p> <p>SIGNED: <i>[Signature]</i></p> <p>TITLE: Regional Proposal Manager</p>						

*Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 512-728-5152	DATE 8-28-08
TITLE Regional Proposal Manager FAX 74-261-6805		ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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Request for Quotation

RFQ NUMBER
 BHS90048

PAGE
 11

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RFQ COPY
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Dell Marketing L.P.
 One Dell Way, RR8,
 Round Rock, Texas 78682

HEALTH AND HUMAN RESOURCES
 BBH/HF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/04/2008				

BID OPENING DATE: 09/04/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----BHS90048-----</p> <p>BID OPENING DATE: -----9/4/8-----</p> <p>BID OPENING TIME: -----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (fax) 512-283-8896</p>						
						<p><i>B*</i> Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement</p>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 512-728-5152 DATE: 8-28-08

TITLE: Regional Proposal Manager 74-261-6805 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 BHS90048

PAGE
 12

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Dell Marketing L.P.
 One Dell Way, RR8,
 Round Rock, Texas 78682

SHIP TO

HEALTH AND HUMAN RESOURCES
 BBH/HF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/04/2008				

BID OPENING DATE: 09/04/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Please contact Brandt Whisenant at 512-934-7981 or Brian Walker at 800-822-8965 ext 724-9517 ----- ***** THIS IS THE END OF RFQ BHS90048 ***** TOTAL: <u>\$482,011.70*</u>						
<i>BS</i> *Please refer to the attached Dell Quotations.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 512-728-5152	DATE 8-28-08
TITLE Regional Proposal Manager		74-261-6805

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
 OFFICE OF HEALTH FACILITIES
 350 CAPITOL STREET, ROOM 350
 CHARLESTON, WEST VIRGINIA 25301-3702

Request for
 Quotation
 (RFQ)
 RFQ# BHS90048

ADMINISTRATIVE AND CONTRACTUAL TERMS

Purpose:

The purpose or intent of this Request for Quotation is to establish an open-end/blanket quantity contract for Computer Carts on Wheels and Medication Carts for the Department of Health and Human Resources (DHHR), Bureau for Behavioral Health and Health Facilities (BHBF), Hopemont, Lakin, John Manchin Sr. Health Care Center, Pinecrest, and Welch hospitals

Locations and Quantities:

<u>Ordering/Delivery Locations:</u>	<u>Quantity (immediate need)</u>
<u>Facility Name</u>	<u>Medication Cart (Non-Powered)</u>
	<u>9M39-08-L00 or equivalent</u>
Pinecrest Hospital Attn: Tim Summers 105 S. Eisenhower Drive Beckley, WV 25801 304-256-6600 x2201	6
Lakin Hospital Attn: Jeff Mead 1 Bateman Circle Lakin, WV 25287 304- 675-0860x109	7

Ordering/Delivery Locations:**Quantity (immediate need)**

<u>Facility Name</u>	<u>Medication Cart (Non-Powered) 9M39-08-L00 or equivalent</u>
Hopemont Hospital Attn: Lori Cage RR 3, Box 330 Terra Alta, WV 26764 304-789-2411	7

John Manchin, Sr. Health Care Center Attn: Marie Hosey 401 Guffey St. Fairmont, WV 26554 304-363-2500	1
---	---

<u>Facility Name</u>	<u>Medication Cart (55 Amp Powered) 9M39-08-A55C or equivalent</u>
Welch Community Hospital Attn: Thad Robinson 454 McDowell Street Welch, WV 24801 304-436-8461	11

<u>Facility Name</u>	<u>Computer Carts (Non-Powered) 9M38-01-L00 or equivalent</u>
Welch Community Hospital Attn: Thad Robinson 454 McDowell Street Welch, WV 24801 304-436-8461	6

Note: THE QUANTITIES LISTED ABOVE ARE TO BE ORDERED AT THE TIME OF AWARD AND SHIPPED TO THE APPROPRIATE FACILITY.

More units may be ordered based on each facility's need and usage as each facility deems necessary at later dates. Each facility will then place an order specific to their need and will reference this open-end contract on a release order (WV-39) or by credit card orders.

Equipment must meet the following Minimum Specifications :

Rubbermaid Medication Cart – 55 Amp: 9M39-08-A55C or equivalent.

8-Drawer Medication Cart.

- Auto-locking drawers with programmable timer.
- Electronic PIN Code Access.
- Supports multiple user access codes.
- Drawer ajar warning when cart is locked.
- Manage codes/audit tracking over wireless networks.
- 15" electronic height adjustment (MINIMUM)
- Integrated keyboard light and slide-out keyboard tray.
- Barcode scanner holder for hands-free use.
- Large top work surface, slide-out second work surface.
- Monitor rotates to support bedside scanning.
- On-board medication cup dispensers, trash bin, & hand sanitizer bin.
- Side-mounted storage bins (standard).
- Keyboard height range: 29" to 44"
- Casters: Medical-grade, dual 5" casters (one locking).
- Warranty: 3 years on structural components; 2 year on electronic components, 90 days on battery.
- Electronic Asset Tagging and Cart ID displayed on front LCD panel.
- 55 AMP sealed lead acid battery with absorbed glass matte technology.
- 10 amp/hour charger.
- Automatic Transfer Switch enables full charging while in use.
- Digital LCD battery life indicator at work-surface height.
- UL 60601-1 Certified System.

Rubbermaid Medication Cart (Non-Powered): 9M39-08-L00 or equivalent.

8-Drawer Medication Cart.

- Locking drawers.
- Non-powered unit (laptop).
- Keyboard light.
- Electronic lift mechanism.
- Open technology platform.
- Auto-locking drawers with programmable timer.
- Electronic PIN Code Access.
- Supports multiple user access codes.
- Drawer ajar warning when cart is locked.
- Manage codes/audit tracking over wireless networks.
- 15" electronic height adjustment (MINIMUM)
- Integrated keyboard light and slide-out keyboard tray.
- Barcode scanner holder for hands-free use.
- Large top work surface, slide-out second work surface.
- Monitor rotates to support bedside scanning.
- On-board medication cup dispensers, trash bin, & hand sanitizer bin.
- Side-mounted storage bins (standard).
- Keyboard height range: 29" to 44" (MINIMUM).
- Casters: Medical-grade, dual 5" casters (one locking).

- Warranty: 3 years on structural components; 2 year on electronic components, 90 days on battery.
- Electronic Asset Tagging and Cart ID displayed on front LCD panel.

Rubbermaid Computer Cart (Non-Powered) - For Laptop Computers: 9M38-01-L00 or equivalent.

Computer Cart.

- Works with a laptop
- Contoured handles
- Fully adjustable keyboard.
- Adjustable tension lift.
- Spill retaining lip.
- Large work surface.
- Customizable document cover.
- Large work surface with protective document cover.
- Ergonomic handles for comfortable mobility.
- Ergonomic keyboard tray with height and angle adjustment.
- Contoured 17" x 17" base (MINIMUM)
- Battery management software with on-screen notification and audible low-power alarms.
- Internal cable management for clean appearance
- AC power for complete technology flexibility now and in the future
- Integrated keyboard light for nighttime use.
- Rear handle for multi-positional mobility.
- Raised edge on work surface retains spills.
- 16" height adjustment. (MINIMUM)
- Multiple storage options for unit specific needs.
- Certified for patient point of contact (UL 60601-1).
- Industry leading 2 year warranty on power system components.
- Next business day on-site service.

Delivery:

Delivery of equipment shall be made within thirty (30) days of issuance of purchase order

Invoices:

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made only upon approval of acceptable deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.



*Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement

Bid Schedule/Cost Sheet
RFQ# BHS90048

All equipment/accessories shall be new. Unit Price bid shall be for the entire term of the contract unless otherwise provided for in this contract. Bid price shall include delivery charges to each ordering location and all warranty/extended warranty provisions as requested below.

IMMEDIATE NEED

Quantity	Item Description	Unit Price	Total
21 ea.	Rubbermaid Medication Cart (Non-Powered): 9M39-08-L00 "or equal" 8-Drawer Medication Cart; including Warranty: 3 years on structural components; 2 years on electrical components, 90 days on battery "or equal"	\$2,892.95	\$60,751.95
21 ea.	9M39-EX-5CLT "or equal" 5-year M39 Non-Powered cart comprehensive warranty (2 yr durable, 3 yr electronic extension). Includes parts/on-site "or equal"	\$860.95	\$18,079.95
11 ea.	Rubbermaid Medication Cart – 55 Amp: 9M39-08-A55C "or equal" 8-Drawer Medication Cart; Including Warranty: 3 years on structural components, 90 days on battery "or equal"	\$5,144.95	\$56,594.45
11 ea.	9M39-EX-5CAC "or equal" 5-year M39 AC cart comprehensive warranty (2 yr durable, 3 yr electronic extension). Includes parts/on-site "or equal"	\$1,290.95	\$14,200.45
6 ea.	Rubbermaid Computer Cart (Non-Powered) For Laptop Computers: 9M38-01-L00 "or equal" Computer Cart; Including Warranty: 2 year Next business day on-site service warranty on power system "or equal"	\$1,569.95	\$9,419.70
6 ea.	9M39-EX-5CLT "or equal" 5-year M39 Non-Powered cart comprehensive warranty (2 yr durable, 3 yr electronic extension). Includes parts/on-site "or equal"	\$860.95	\$5,165.70

Please see attached Dell Quotation #446449090 *BL*

DELL**QUOTATION**

QUOTE #: 446449090

Customer #: 51983026

Contract #: N370AAP

Quote Date: 8/27/08

Date: 8/27/08 1:14:33 PM

Customer Name: WV DEPT OF ADMIN IS&C

TOTAL QUOTE AMOUNT:	\$176,820.94		
Product Subtotal:	\$164,212.20		
Tax:	\$10,008.74		
Shipping & Handling:	\$2,600.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
M39 MED CART 8 DRAWER LAPTOP (A1305142)	21	\$2,892.95	\$60,751.95
EX WAR M39 LT 5YR COMP (A1987775)	21	\$860.95	\$18,079.95
Mobile Medication Station with 55 Ampere Battery 8 Drawers (A1305140)	11	\$5,144.95	\$56,594.45
EX WAR M39 AC 5YR COMP (A1994352)	11	\$1,290.95	\$14,200.45
COMPUTER CART FOR LAPTOP 16INCH HEIGHT ADJUSTMENT, SINGLE DRAWER WITH PIN CODE (A1238105)	6	\$1,569.95	\$9,419.70
EX WAR M39 LT 5YR COMP (A1987775)	6	\$860.95	\$5,165.70
Number of S & A Items: 6		S&A Total Amount: \$164,212.20	

SALES REP:	Brian Walker	PHONE:	512-724-9517
Email Address:	brian_walker@dell.com	Phone Ext:	49517

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6911. You may also place your order online at <http://www.dell.com/qto>.

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 1-888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com.****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: Refer to URL www.dell.com/environmentalfee.

ESTIMATED ANNUAL NEED

Quantity	Item Description	Unit Price	Total
25 ea.	Rubbermaid Medication Cart - 55 Amp: 9M39-08-A55C "or equal" 8-Drawer Medication Cart; Including Warranty: 3 years on structural components, 90 days on battery "or equal"	\$2,892.95	\$72,323.75
25 ea.	9M39-EX-5CAC "or equal" 5-year M39 AC cart comprehensive warranty (2 yr durable, 3 yr electronic extension). Includes parts/on-site "or equal"	\$860.95	\$21,523.75
25 ea.	Rubbermaid Medication Cart (Non- Powered): 9M39-08-L00 "or equal" 8-Drawer Medication Cart; including Warranty: 3 years on structural components; 2 years on electrical components, 90 days on battery "or equal"	\$5,144.95	\$128,623.75
25 ea.	9M39-EX-5CLT "or equal" 5-year M39 Non-Powered cart comprehensive warranty (2 yr durable, 3 yr electronic extension). Includes parts/on-site "or equal"	\$1,290.95	\$32,273.75
12 ea.	Rubbermaid Computer Cart (Non-Powered) For Laptop Computers: 9M38-01-L00 "or equal" Computer Cart; Including Warranty: 2 year Next business day on-site service warranty on power system "or equal"	\$1,569.95	\$18,839.40
12 ea.	9M39-EX-5SCLT "or equal" 5-year M39 Non-Powered cart comprehensive warranty (2 yr durable, 3 yr electronic extension). Includes parts/on-site "or equal"	\$860.95	\$10,331.40

Total Immediate Need	\$ 176,820.94
Total Estimate Annual Need	\$ 305,190.76
GRAND TOTAL	\$ 482,011.70

DLB *Please see attached Dell Quotation
446452478.

BHS90048

DELL**QUOTATION**

QUOTE #: 446452478

Customer #: 51983026

Contract #: N370AAP

Quote Date: 8/27/08

Date: 8/27/08 1:23:48 PM

Customer Name: WV DEPT OF ADMIN IS&C

TOTAL QUOTE AMOUNT:	\$305,190.76		
Product Subtotal:	\$283,915.80		
Tax:	\$17,274.96		
Shipping & Handling:	\$4,000.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
M39 MED CART 8 DRAWER LAPTOP (A1305142)	25	\$2,892.95	\$72,323.75
EX WAR M39 LT 5YR COMP (A1987775)	25	\$860.95	\$21,523.75
Mobile Medication Station with 55 Ampere Battery 8 Drawers (A1305140)	25	\$5,144.95	\$128,623.75
EX WAR M39 AC 5YR COMP (A1994352)	25	\$1,290.95	\$32,273.75
COMPUTER CART FOR LAPTOP 16INCH HEIGHT ADJUSTMENT, SINGLE DRAWER WITH PIN CODE (A1238105)	12	\$1,569.95	\$18,839.40
EX WAR M39 LT 5YR COMP (A1987775)	12	\$860.95	\$10,331.40
Number of S & A Items: 6		S&A Total Amount: \$283,915.80	

SALES REP:	Brian Walker	PHONE:	512-724-9517
Email Address:	brian_walker@dell.com	Phone Ext:	49517

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Prices and tax rates are valid in the U.S. only and are subject to change.

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All product and pricing information is based on latest information available. Subject to change without notice or obligation.

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Shipments to California: For certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: Refer to URL www.dell.com/environmentalfee.

Award of this contract will be based upon the total lowest cost of all immediate need equipment and estimated annual quantities, meeting specifications.

PROCUREMENT SPECIFICATIONS

Cancellation:

The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

Vendor Registration:

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a Quotation, but the successful vendor must register and pay the fee prior to the award of an actual purchase order/contract.

Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

Subcontracts Prohibited:

The Successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Department.

Renewal:

This contract may be renewed upon mutual agreement of both parties. The renewal is limited to two (2), one (1) year renewals.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Dell Marketing L.P.

Authorized Signature:  Date: 8-28-08

Purchasing Affidavit (Revised 07/01/08)

BT
*Dell's response is being offered under the terms of the Dell/West Virginia NASPO agreement