



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

Solicitation

NUMBER	ERP140016	PAGE	1
ADDRESS CORRESPONDENCE TO ATTENTION OF			
GUY NISBET			
304-558-2596			

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Diversatec
 10022 Cheshire Road
 Sunbury, OH 43074

SHIP TO

STATE AUDITOR'S OFFICE
 RECORDS MGT FACILITY
 4916 KANAWHA BLVD., E.
 MALDEN, WV

25306-6330 304-926-1717

DATE PRINTED	02/05/2014
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BID OPENING DATE: 02/27/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-05	736.00	264,960.00
160 "ALL IN ONE" STYLE DESK TOP COMPUTERS						
02/27/14 12:00:57PM West Virginia Purchasing Division						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA ENTERPRISE RESOURCE PLANNING BOARD, IS SOLICITING BIDS FOR A "ONE-TIME" PURCHASE OF 160 "ALL IN ONE" STYLE DESK TOP COMPUTERS, PER THE SPECIFICATIONS AND TERMS & CONDITIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ ERP140016 ***** TOTAL:						264,960.00

SIGNATURE	<i>Carmen M. Frost</i>	TELEPHONE	740.965.3400	DATE	2-26-14
TITLE	President	FAX	20.205.9989	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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 Department of Administration
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VENDOR

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 10022 Cheshire Road
 Sunbury, OH 43035

SHIP TO

STATE AUDITOR'S OFFICE
 RECORDS MGT FACILITY
 4916 KANAWHA BLVD., E.
 MALDEN, WV
 25306-6330 304-926-1717

DATE PRINTED
02/19/2014

BID OPENING DATE 02/27/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADDENDUM ISSUED TO PUBLISH AND DISTRIBUTE THE INFORMATION AS ATTACHED TO THE VENDOR COMMUNITY.						
0001	1	LS	205-05	360 "ALL IN ONE" STYLE DESK TOP COMPUTERS		
***** THIS IS THE END OF RFQ ERP140016 ***** TOTAL:						<u>\$ 264,960.00</u>

SIGNATURE <i>Carmen M. Faust</i>	TELEPHONE 740-965-3400	DATE 2-26-14
TITLE <i>President</i>	FERN 20-2059989	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: ERP140016
Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("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:

Addendum issued to publish and distribute vendor questions and agency responses.

No other Changes.

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.

**ERP140016
Vendor Submitted Questions.**

1. Do you consider the H81 chipset to be equivalent to the H67 listed?

A.1. Yes

2. I have a question on RFP ERP140016. It notes that an Intel or AMD processor is required; however, it does not specify a minimum. I also see the Intel H67 chipset, does that mean that the processor just needs to work with that chipset? Also is there a preferred brand for this RFP?

A.2. Must meet a minimum of 2 GHz chipset

3. Concerning 3.1.1.13 -- We need to know which external display support you need specifically: Will DisplayPort be sufficient? VGA or DVI connector is an option by using an adapter, will that adapter be included in the RFQ or is that a separate purchase outside of this RFQ?

A.3. The proposed system must have at least one video output port which can be HDMI, VGA, or DVI.

4. We'd like to confirm that touch screen is preferred.

A.4. Yes

5. On 18 of the bid under general requirements, the state asks for an Intel or AMD processor but does not specify what speed or type of processor you are looking for. Can you please clarify?

A.5. We allow a vendor to bid a AMD processor however the minimum is set as Intel H67 chipset shown in section 3.1.1.2

6. On 18 of the bid under general requirements, the state asks for a 20 or 21" Widescreen. Would the state consider a 21.5" or 23" screen since that is what is more common in the industry?

A.6. Yes, it was mentioned as a minimum in the RFQ

7. Can you please clarify on 3.1.1.8, what you mean by built in Antennas since you already have 802.11 b/g/n on 3.1.1.7 Wireless card?

A.7. This was mentioned to prevent a USB based wireless solution. The wireless device and antennas must be contained within the proposed system.

8. Would you consider an HDMI video support instead of VGA or DVI?

A.8. Yes

9. You do not state what Operating System you want on these units? Can you please clarify if you want Window 7 pro or Windows 8 Pro operating system?

A.9. The proposed systems will need to have either windows 7 or 8 installed on the machines. This will be updated.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.
 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

 - A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

February 18, 2014 at 10:00 AM. EST.

Submit Questions to:

Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID	Guy Nisbet
BUYER:	_____
SOLICITATION NO.:	ERP140016
BID OPENING DATE:	2/27/2014
BID OPENING TIME:	1:30PM
FAX NUMBER:	304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: February 27th, 2014 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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: This Contract becomes effective on _____
and extends for a period of _____ year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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 _____ twenty eight (28) working _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: _____ or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

**REQUEST FOR QUOTATION
ERP140016 – “All in One” Style Desktop Computer**

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Enterprise Resource Planning Board to establish a contract for the one time purchase of 360 “All in One” style desktop computers.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” means personal computer

2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 “RFQ” means the official request for quotation published by the Purchasing Division and identified as ERP140016.

3. GENERAL REQUIREMENTS:

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

3.1.1 “All in One” style desktop computer

3.1.1.1 Intel or AMD compatible processor or equal

3.1.1.2 Intel H67 chipset or equal

3.1.1.3 Intel HD graphics (integrated) or equal

3.1.1.4 20 - 21-inch diagonal widescreen WLED minimum or equal

3.1.1.5 Standard configurations: Memory 4GB minimum

3.1.1.6 Integrated 10/100/1000 NIC minimum

3.1.1.7 Support for 802.11 b, g, and n minimum

3.1.1.8 Built-in antennas minimum or equal

REQUEST FOR QUOTATION
ERP140016 – “All in One” Style Desktop Computer

- 3.1.1.9 USB Standard Keyboard or equal
- 3.1.1.10 USB optical scroll mouse: Two buttons with scroll wheel acting as third button or equal
- 3.1.1.11 Hard drive: 250GB minimum
- 3.1.1.12 Optical drive: CD-ROM or DVD-ROM or equal
- 3.1.1.13 One VGA/DVI Video Support or equal
- 3.1.1.14 USB 2.0 (minimum of 3 ports) or equal
- 3.1.1.15 One power connector
- 3.1.1.16 One RJ-45/Ethernet
- 3.1.1.17 Integrated speakers minimum
- 3.1.1.18 Stereo headphone jack minimum
- 3.1.1.19 Microphone in minimum
- 3.1.1.20 Next Business Day Hardware Parts Replacement Warranty, Initial Year or equal
- 3.1.1.21 24/7 Phone Support, Initial Year or equal

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by supplying the price per unit and then the extended price (unit price multiplied number of units). Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

**REQUEST FOR QUOTATION
ERPI40016 – “All in One” Style Desktop Computer**

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within twenty-eight (28) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 4916 Kanawha Blvd E, Malden, WV 25306-6330.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

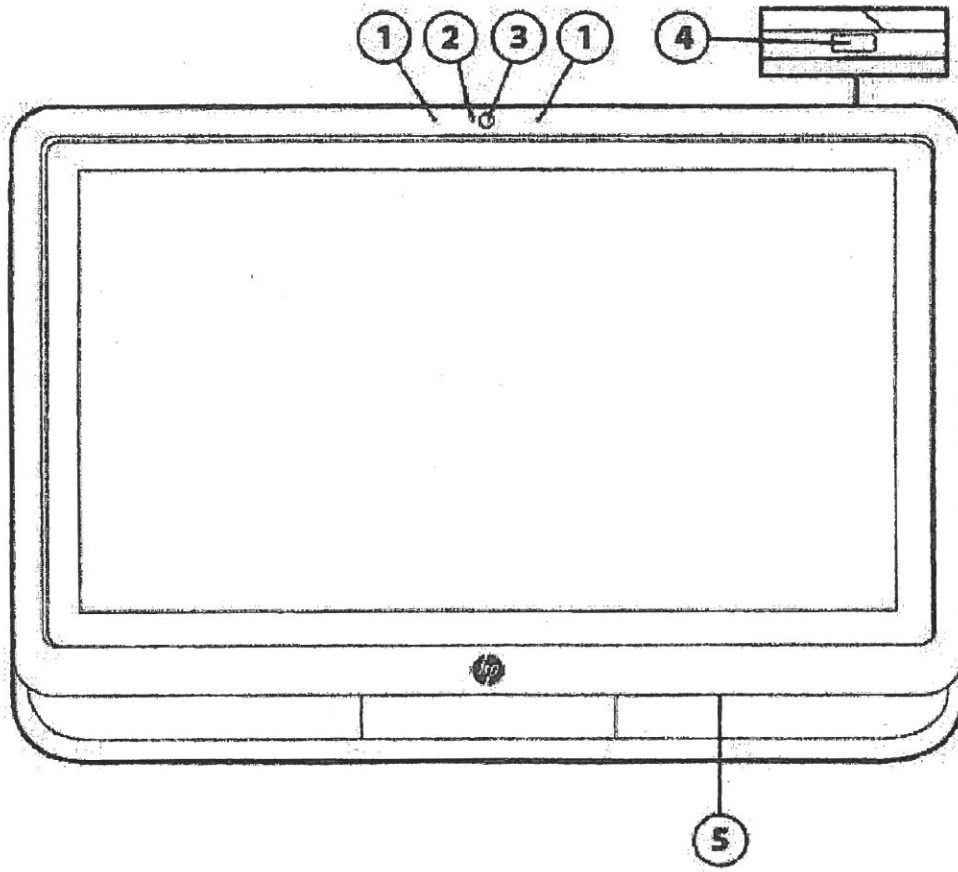
6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the

REQUEST FOR QUOTATION
ERP140016 – “All in One” Style Desktop Computer

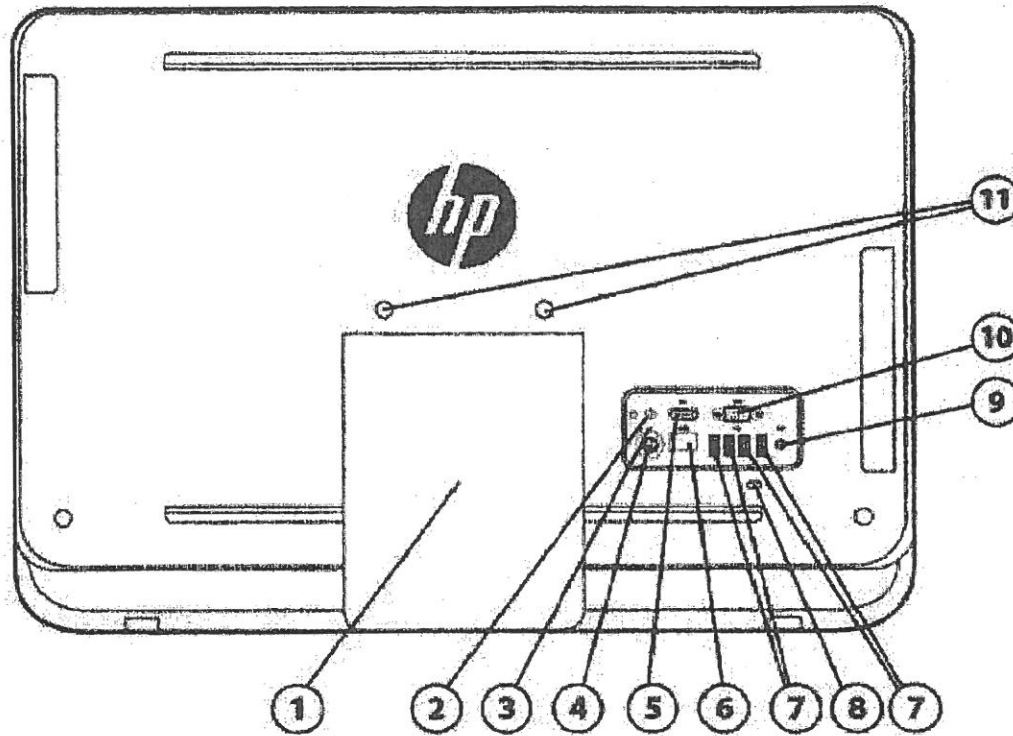
original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

HP ProOne 400 G1 All-in-One Business PC



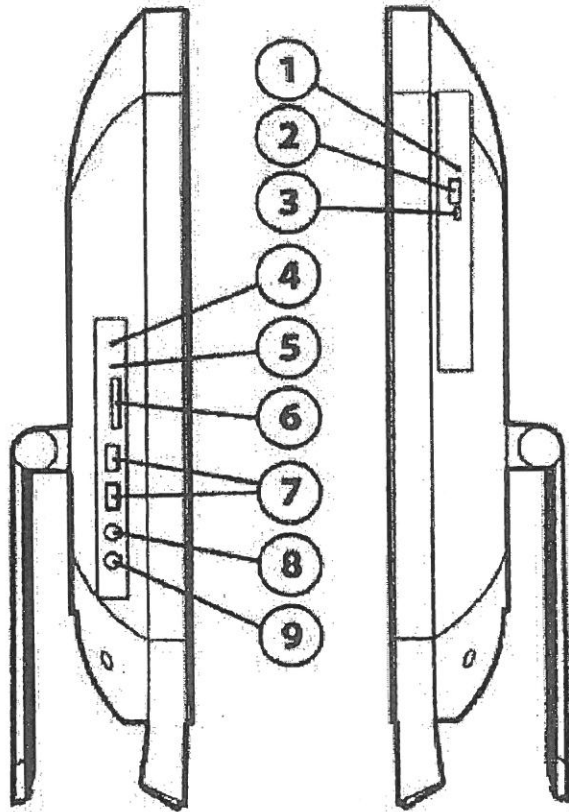
FRONT

- Microphones (optional)
- Webcam activity LED
- Webcam (optional)
- Power button
- Speakers



BACK

- Stand
- Security screw
- Power connector LED indicator
- Power connector
- DisplayPort
- RJ-45 Gigabit Ethernet port
- (4) USB 2.0 ports
- Security lock slot
- Stereo audio line out
- Serial RS-232 port
- VESA mount



SIDE

Optical Disc Drive (optional)

Optical eject button

Optical activity LED

Hard Disc Drive activity LED

Media Card Reader activity LED

SD Media Card Reader (optional)

(2) USB 3.0 Ports, including 1 fast charging port

Microphone jack

Headphone jack

Windows 7 or Windows 8.1

15.6 inch Touch diagonal widescreen WLED backlit LCD

Integrated all-in-one form factor

Intel® H81 Express chipset

Intel® 4th Generation Core™ processors

Integrated Intel HD Graphics

Integrated Realtek RTL8151GH-CG GbE Ethernet Controller

Optional wireless connectivity:

○ Intel Dual Band Wireless-N 7260 (mini PCI Express)

Intel 802.11 a/b/g/n

○ WLAN and Bluetooth Combo Card

HP 802.11 a/b/g/n Bluetooth® 4.0

○ Display support (with Intel 7260 WLAN and Intel® HD Graphics)

Optional Integrated 1 MP webcam & dual microphone array

Business quality speakers

Realtek® S Sound +™

Optional up to 16 GB of DDR3 SDRAM, dual channel memory support, two SODIMM slots

Optional 256GB Self-Encrypting Solid State Drive, 500GB Self-encrypting Drive, 1TB Solid State Hybrid Drive

Optional Slim Tray-load SuperMulti DVD Writer, DVD-ROM, or BDXL Blu-ray Writer Optical Disc Drive

Optional SD Media Card Reader

Optional FireWire™ port

Optional DisplayPort out with multi-stream

Optional Integrated VESA 100 x 100 mounting holes

Optional Type-C Ready

Optional UV Halogen

ENERGY STAR® qualified. EPEAT® registered where applicable/supported. See www.epeat.net for registration status by country.

CEP, CECP & SEPA Certified

ATING SYSTEM**Installed**

Windows 8.1 Pro (64-bit)*

Windows 8.1 (64-bit)*

Windows 7 Professional (32-bit)**

Windows 7 Professional (64-bit)**

Windows 7 Professional (32-bit) (available through downgrade rights from Windows 8.1 Pro)***

Windows 7 Professional (64-bit) (available through downgrade rights from Windows 8.1 Pro)***

Windows 7 Home Premium (32-bit)**

Windows 7 Home Premium (64-bit)**

Windows 7 Home Basic (32-bit)**

FreeDOS

Novell SUSE Linux Enterprise Desktop 11

*Not all features are available in all editions of Windows 8.1. Systems may require upgraded and/or separate purchased hardware, drivers and/or software to take full advantage of Windows 8.1 functionality. See <http://www.microsoft.com>.

**Not all features are available in all editions of Windows 7. This system may require upgraded and/or separate purchased hardware to take full advantage of Windows 7 functionality. See <http://www.microsoft.com/windows/7/> for details.

***This system is preinstalled with Windows® 7 Pro software and also comes with a license and media for Pro software. You may only use one version of the Windows software at a time. Switching between version you to uninstall one version and install the other version. You must back up all data (files, photos, etc.) before uninstalling and installing operating systems to avoid loss of your data.

ESSOR**Intel® 4th Generation Core™ i7 Processors****Intel® Core™ i7-4770T**

Up to 3.7 GHz Max. Turbo Frequency (2.5 GHz base frequency), 8 MB cache, 4 cores, 8 threads

Intel HD Graphics 4600

4 SATA ports DDR3 memory up to 1600 MT/s data rate

Intel Stable Image Platform Program (SIPP)

Intel® 4th Generation Core™ i5 Processors**Intel® Core™ i5-4670T**

Up to 3.3 GHz Max. Turbo Frequency (2.3 GHz base frequency), 6 MB cache, 4 cores, 4 threads

Intel HD Graphics 4600

4 SATA ports DDR3 memory up to 1600 MT/s data rate

Intel Stable Image Platform Program (SIPP)

Intel® Core™ i5-4570T

Up to 3.6 GHz Max. Turbo Frequency (2.9 GHz base frequency), 4 MB cache, 2 cores, 4 threads

Intel HD Graphics 4600

4 SATA ports DDR3 memory up to 1600 MT/s data rate

Intel Stable Image Platform Program (SIPP)

Intel® 4th Generation Core™ i3 Processors**Intel® Core™ i3-4330T**

3.1 GHz base frequency, 4 MB cache, 2 cores, 4 threads

4 SATA ports DDR3 memory 1600 MT/s data rate

Intel HD Graphics 4600

Intel® Core™ i3-4130T

3.1 GHz base frequency, 3 MB cache, 2 cores, 4 threads

4 SATA ports DDR3 memory 1600 MT/s data rate

Intel HD Graphics 4400

Intel® 4th Generation Pentium® Processors**Intel® Pentium® G3420T**

GHz base frequency, 3 MB cache, 2 cores, 2 threads
HD Graphics
ports DDR3 memory 1333 MT/s data rate

Intel® 4th Generation Celeron® Processors

Intel® Celeron® G1820T
GHz base frequency, 2 MB cache, 2 cores, 2 threads
HD Graphics
ports DDR3 memory 1333 MT/s data rate

Intel®

Intel® H81 Express

System

System Management BIOS, previously known as DMI BIOS, is used to store system management information.

HP BIOSphere

Key features of the HP BIOS include:

- Deployment and manageability - HP BIOS provides several technologies that help integrate the HP ProOne 400 Business PC into the environment, such as PXE, and F10 Setup support for 12 languages.
- Support UEFI specification 2.3.1
- Thermal and power management - The HP BIOS provides and enables thermal and power management technologies so components are managed for high reliability and to assist in operating the HP Business Desktop computer in any enterprise environment.
- Thermal Controlled Fans - Automatic or manual controlled fan speeds for cooling and acoustic performance
- Serviceability - HP BIOS provides diagnostic and detailed service information.
- Upgrades and recovery - HP BIOS provides numerous ways to upgrade HP Business Desktop computers, including BIOS updates from USB (DOSFlash), BIOS updates from within Windows (HPQFlash), HP Client Manager, and fail-safe recovery (Emergency Boot Block Recovery). In addition, the HP Business Desktop BIOS Utilities tool enables replicated BIOS setup throughout the Enterprise; it is available from within F10 setup and from the support website.
- HP BIOS uses PKI signing of the BIOS for trusted BIOS upgrades and recovery.

Additional HP BIOS Features:

- Power-On password - Helps prevent an unauthorized user from powering on the system.
- Administrator password - Also known as the setup password, this helps prevent unauthorized changes to the system configuration. If the administrator password is not known, the BIOS version cannot be changed and changes cannot be made to BIOS settings using F10 Setup under the OS.
- Advanced Configuration and Power Interface (ACPI) - Represents a significant innovation in power and configuration management, allowing operating systems and applications to manage power based on activity and usage. HP Pro models use ACPI to provide power conservation features.
- S5 Max Power Savings setting supports EU Lot6 requirement and allows the computer to power down below 1W in S5 (when turned on). Max Power Savings feature is enabled power to slots is turned off along with WOL functionality.
- Master Boot Record Security - Helps to prevent changes and/or infections to the Master Boot Record caused by viruses or malicious software.
- HP BIOS Protection - prevents unauthorized updates or changes to the BIOS due to malware, viruses, or malicious BIOS updates. Based on BSPP800-147 policy guidelines.

HICS

Integrated (depends on processor)

HD Graphics: 4600 or 4400. Please see specific processors for graphics configuration.

Graphics controller	Intel® Processor Graphics
DisplayPort	Support for 1 external display
Memory	Up to 1.8GB DDR3
Supported Graphics APIs	DX11.1, OpenGL 4.0, OpenCL 1.2, full 1080p Blu-Ray Disc (H264) playback in hardware

Support with Intel Dual Band Wireless-N 7260 (mini PCI Express) and Intel® HD graphics

Desktop system requirements for Intel® Wireless Display

System Component	Requirement
Processor	4th generation Intel® Core processor
Graphics	Intel® HD Graphics
Wireless	Intel Dual Band Wireless-N 7260
Software	Intel® My WiFi Technology and Intel® Wireless Display must be pre-installed and enabled
	Windows 7 32-bit/64-bit Home Premium, Ultimate, Professional; Windows 7 32-bit Home
	Windows 8.1 supports Wireless Display natively.

Display

camera Optical Touch; five Touch points
 15.6" diagonal Wide Viewing Angle widescreen WLED backlit LCD

Display Panel	Type	Wide Viewing Angle WLED Backlit LCD
	Viewable image area (H x V) (mm)	(min) 476.064 x 267.786
	Screen opening (H x V) (mm)	517.8 x 309.3
	Resolution(H x V)	1920 x 1080
	Aspect ratio	16:9
	Contrast ratio (typical)	1000:1
	Brightness (typical)	250nits (cd/m ²)
	Viewing angle (typical)	R/L 178°, U/D 178°
	Pixel pitch (H x V) (mm)	0.248 x 0.248
	Backlight lamp life (to half brightness)	30,000 hours minimum
	Color support	Over 16 million colors (through FRM)
	Anti-glare	No
	Default color temperature	Warm (6500K)
	NOTE: All performance specifications represent the typical specifications provided by HP's component manufacturers; actual performance may vary either higher or lower.	
Adjustable Tilt Stand/Tilt Angle	10° to +25° to the vertical plane	

Camera & Microphone

Frontal integrated 1 MP webcam & dual microphone array; maximum resolution of 1280x720

Storage

SATA Hard Drive

7 GB, 7200 rpm, SATA 6.0 Gb/s, SMART IV
 14 GB, 7200 rpm, SATA 6.0 Gb/s, SMART IV

SATA Hard Drive

7 GB, 7200 rpm, SATA 6.0 Gb/s, SMART IV

Self-Encrypting Solid State Drive

7 GB Intel Pro 1500, SATA, Self-Encrypting Opal 1 Solid State Drive
 14 GB, SATA, Self-Encrypting Opal 2 Solid State Drive
 7 GB Intel Pro 1500, SATA, Self-Encrypting Opal 1 Solid State Drive
 14 GB, SATA, Self-Encrypting Opal 2 Solid State Drive

Self-Encrypting Drive

7 GB, SATA, Self-Encrypting Drive

B SATA, Solid State Hybrid Drive

Optical Disc Drive

1 SATA DVD-ROM
 1 SATA SuperMulti DVD Writer
 1 SATA BDXL Blu-ray Writer
 included Optical Disc Drive

Removable

Slim Removable SATA HDD Frame/Carrier

Media Card Reader

5-in-1
 supports Secure Digital (SD, SDHC, SDXC, Memory Stick (MS), Memory Stick Pro (MS Pro))

Memory

16
 16GB ECC, DDR3 SDRAM, 1600 MHz, SODIMM

Maximum

32GB

Memory Slots

16-pin supporting dual-channel memory
 Limited dual-channel performance requires SODIMMs of the same size and speed in both memory slots.

NOTE: Full availability of 4 GB or more of memory requires a 64-bit operating system. With Windows 32-bit operating systems, the amount of memory is dependent upon your configuration, so that above 3 GB all memory may not be available due to system resource requirements.

WORKING/COMMUNICATIONS

Ethernet (RJ-45)

Integrated Realtek RTL8151GH-CG GbE LOM 10/100/1000

• With Wake-on-LAN

NOTE: The term "10/100/1000" or "Gigabit" Ethernet indicates compliance with IEEE standard 802.3ab for Gigabit Ethernet, and does not guarantee a data transfer rate or operating speed of 1 Gb/s. For high-speed transmission, connection to a Gigabit Ethernet server and network infrastructure is required.

Wireless

1 802.11 a/b/g/n wireless 7260 PCIe minicard (optional)

• Up to 300 mbps data rate

1 802.11 a/b/g/n wireless PCIe minicard with Bluetooth Combo (optional)

• Up to 300 mbps data rate

• Bluetooth 4.0 compliant

• Works with a wide range of Bluetooth devices

Audio/MULTIMEDIA

• Sound +™

• Realtek ALC3228 codec - 16 & 24-bit PCM

• Integrated business class 2.0 speakers (2W x 2)

• 3.5mm headphone jack

• 3.5mm microphone in

• 3.5mm line out

KEYBOARD AND MOUSE SERVICES

Keyboard

- USB Standard** 104 keys plus special functions for Mute, Volume Up, Volume Down, Sleep & Multimedia control
Separate numeric keypad
Cable length 71 in (180 cm)
- Wireless Keyboard & Mouse** 104 keys plus special functions for Mute, Volume Up, Volume Down, Sleep
Separate numeric keypad; two buttons with scroll wheel acting as third button
Operates at ~ 2.4 GHz and supports a working distance of up to 23 ft (7m)
Keyboard contains 25% post-consumer recycled plastic material
- USB CCID SmartCard Keyboard** 104, 105, 106, 107, 109 layout (depending upon country)
All ISO 7816 smart cards
- USB PS/2 Washable Keyboard** SpillSeal® keyboard technology protection
USB & PS/2 support in one solution
Separate numeric keypad
Cable length 7ft (2.2m)

Mouse

- USB Optical Mouse** Two buttons with scroll wheel
71 in (180 cm)
- USB 1000dpi Laser Mouse** 1000 dpi support
Two buttons with scroll wheel
Cable length 70.8 in (180 cm)
- USB PS/2 Washable Scroll Mouse** SpillSeal® mouse technology protection
Two buttons with scroll wheel
8.8 ft total 70 cm+ 2m extension

SECURITY

- Security lock slot
- Keyed Cable Lock
- 3 port disable
- Drive cover security screw

R

Normal 120W, up to 89% efficient, active PFC
-240V AC

Power Efficiency	89%	88%
Volts	230	100/115

SOFTWARE COMPONENTS AND APPLICATIONS WITH WINDOWS

Operating System	<p>Windows 7</p> <ul style="list-style-type: none"> CompuTrace HP Device Access Manager with Just In Time Authentication HP Drive Encryption HP File Sanitizer (SSDs and Hybrid Drives not supported) HP Disk Sanitizer External Edition¹ HP Client Security HP Trust Circles Standard Microsoft Security Essentials 	<p>Windows 8.1</p> <ul style="list-style-type: none"> CompuTrace HP Device Access Manager with Just In Time Authentication HP Drive Encryption HP File Sanitizer (SSDs and Hybrid Drives not supported) HP Disk Sanitizer External Edition¹ HP Client Security HP Trust Circles Standard Microsoft Defender
Optical Media	<ul style="list-style-type: none"> Cyberlink Power DVD, BD Cyberlink Power2Go (Secure Burn) Cyberlink YouCam BE 	<ul style="list-style-type: none"> Cyberlink Power DVD, BD Cyberlink Power2Go (Secure Burn)
Communication		<ul style="list-style-type: none"> HP Wireless Hotspot
Value Add	<ul style="list-style-type: none"> HP ePrint Driver² HP Manageability (activation required) HP Panel lift 	<ul style="list-style-type: none"> HP ePrint Driver² HP Manageability (activation required) HP Panel lift

Box
PDF Complete, Corporate Edition
Skype
Buy Office

PDF Complete, Corporate Edition
Skype
Buy Office

Microsoft Products

Available via download.

Requires an Internet connection to HP web-enabled printer and HP ePrint account registration (for a list of eligible printers, supported document types and other HP ePrint details, see www.hp.com/go/eprintcenter). Requires optional broadband module. Broadband use requires separate purchased service contract. Check with service provider for coverage and availability in your area. Separately purchased data plans or usage may vary. Print times and connection speeds may vary.

ENVIRONMENTAL & INDUSTRY

ENERGY STAR® qualified models available

EPEAT® registered where applicable/supported. See www.epeat.net for registration status by country.

Industry standard certifications:

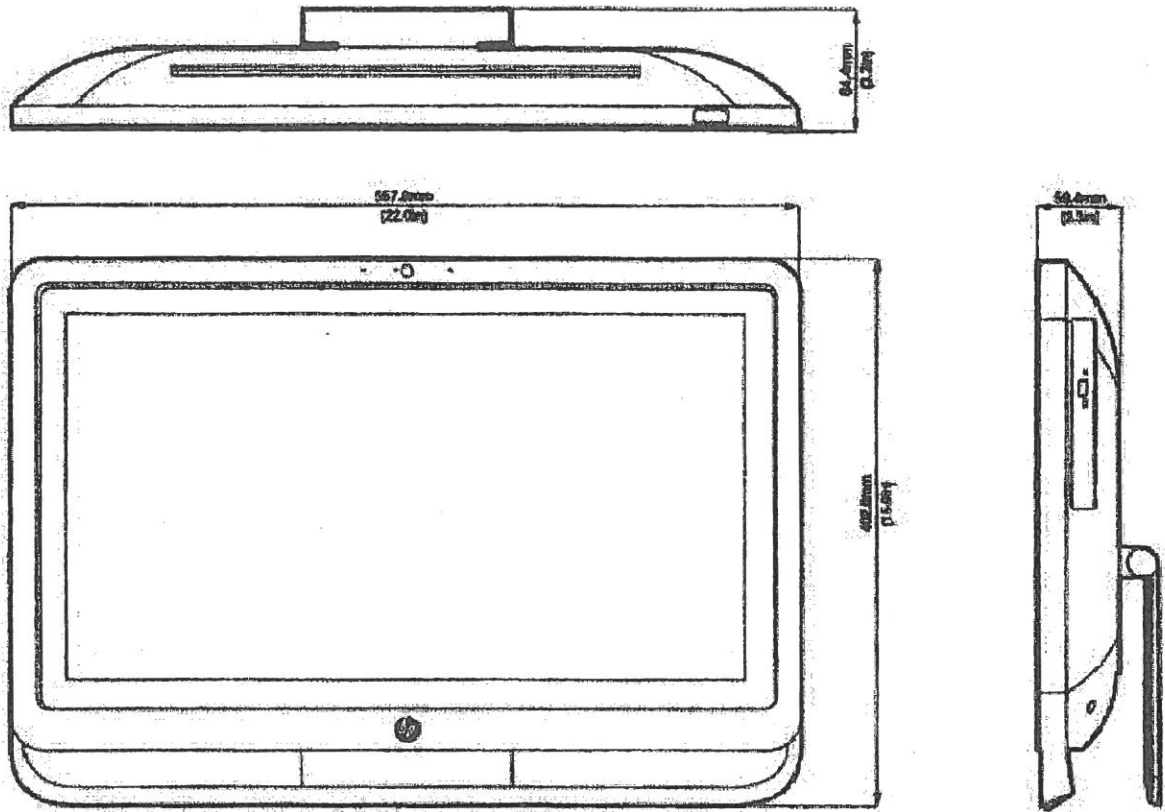
- RoHS compliance
- ENERGY STAR®
- EPEAT® Gold
- UL Lot6 Tier2
- CE
- CP
- PA

For accessibility information on HP products, please visit: <http://www.hp.com/accessibility>.

WEIGHTS & DIMENSIONS

Weight	Dimensions (W x D x H)
<u>With stand</u> 17.6 - 17.9 lbs 7.99 - 8.14 kg	<u>With stand</u> 22 x 3.3 x 15.9 in 557.9 x 84.4 x 402.6 mm
<u>Without stand</u> 16.4 - 16.7 lbs 7.42 - 7.57 kg	<u>Without stand</u> 22 x 2.3 x 14.3 in 557.9 x 59.4 x 362.9 mm
<u>Shipping box</u> 26.69 lbs 12.11 kg	<u>Shipping box</u> 25.51 x 6.89 x 21.34 in 648 x 175 x 542 mm
<u>Shipping pallet (20 units)</u> 578.71 lbs 262.5 kg	<u>Shipping pallet (20 units)</u> 47.2 x 39.4 x 48.27 in 1200 x 1000 x 1226 mm

Additional dimensions



TEMPERATURE, HUMIDITY, ALTITUDE

Temperature	Operating	41 to 95°F 5 - 35°C
	Non-operating	-22 to 149°F -30° to 65°C
Relative humidity	Operating	15 - 80% at 26° C
Altitude (pressurized)	Operating	0 to 6500 ft (0 to 2000 m)
	Non-operating	0 to 15,000 ft (0 to 4,572 m)

Ports

Ports - Standard

USB 3.0 (2 side including 1 fast charging)

Fast Charging Port:

- Up to 2.5A charging current (5 times the maximum current supported by a USB 2.0 port; 2.8 times the maximum current supported by port)
- D+/D- CDP/DCP Modes per USB Battery Charging Specification 1.2
- D+/D- Shorted Mode per Chinese Telecommunication Industry Standard YD/T 1591-2009
- Supports non-BC1.2 Charging Modes by Automatic Selection
- D+/D- Divider Modes 2.0V/2.7V and 2.7/2.0V
- D+/D- 1.2V Mode
- Supports Sleep-Mode Charging
- Automatic SDP/CDP Switching for Devices That do not Connect to CDP Ports

USB 2.0 (rear)

- Microphone In (side)
- Headphone jack (side)
- Serial RS-232 (rear)
- Stereo audio line out (rear)
- Power connector (rear)
- U-45 (rear)
- DisplayPort

output to the DVI-D input

DisplayPort To HDMI Adapter

Provides a connection from the PC's DisplayPort interface to the display's HDMI interface; adapts digital DP output to the HDMI input

DisplayPort To VGA Adapter

Provides a connection from the PC's DisplayPort interface to the display's analog VGA interface; adapts digital DP output to the analog VGA input

3

mini PCIe half-length (used by optional wireless LAN module)

3.5" internal; Supports One - 3.5" hard drive or up to One - 2.5" hard drives (HDD/SSD/SED/SSHD)

5.25" external; Slim Line Optical Drive

WARRANTY AND SUPPORT

Standard Warranty: Standard three-year (3-3-3²) limited warranty delivers three years of on-site, next business day ³ service for parts and labor and includes free telephone support ⁴ 24 x 7. One-year onsite and labor are not available in all countries. Service offers terms up to 5 years by choice of Care Pack. To choose the right level of service for your HP product, visit HP Care Pack Central: www.hp.com/go/cpc

TE 1: Terms and conditions may vary by country. Certain restrictions and exclusions apply. Other warranty variations may be offered in your country.

TE 2: One-year (1/1/1) in Mexico only.

TE 3: On-site service may be provided pursuant to a service contract between HP and an authorized HP third-party provider, and is not available in all countries. Global service response times are based on commercially reasonable best effort and may vary by country.

TE 4: Technical telephone support applies only to HP-configured Compaq and third-party HP qualified hardware and software. Toll-free customer support may not be available in some countries.

ID Graphics

Controller	Integrated
Port	Multimode capable; supports HDCP, Display Port Audio (2 streams), HBR2 link rates and Multi-Stream Technology for a maximum of 2 displays (including the integrated panel)
Memory	N/A
Max Resolution	N/A

Intel graphics do not have dedicated memory but utilizes some of the computer's system memory. The amount of memory used for graphics depending on the amount of system memory installed, BIOS settings, operating system, and system load. 32 MB is pre-allocated for graphics use at system boot time. Additional memory can be allocated at boot time by the BIOS for PAVP (Protected Audio Video Playback) support for playback of protected video content.

Additional memory is allocated for graphics as needed using Intel's Dynamic Video Memory Technology (DVMT), to provide an optimal balance between graphics and system memory use.

Max Graphics Memory	Microsoft Windows 7	Windows 8.1
	Up to 1.7GB	Up to 1.8GB

NOTE: the actual amount of maximum graphics memory can be less than the amounts listed above depending upon your computer's configuration.

Max Color Depth 32 bits/pixel

Supported Video API 4th Generation Core processors:

- The Processor Graphics contains a refresh of the seventh generation graphics core enabling substantial gains in performance and lower power consumption. Up to 16 EU support.
- Next Generation Intel Clear Video Technology HD Support is a collection of video playback and enhancement features that improve the end user's viewing experience
 - Encode/transcode HD content
 - Playback of high definition content including Blu-ray Disc
 - Superior image quality with sharper, more colorful images
- DirectX Video Acceleration (DXVA) support for accelerating video processing
 - Full AVC/VC1/MPEG2 HW Decode
- Advanced Scheduler 2.0, 1.0
- Windows 7, Windows 8.1, Linux OS Support
- DirectX 11.1
- OpenGL 4.0
- Open CL 1.2

Supported Display Resolutions and Refresh Rates

Other resolutions may be available but are not recommended as they may not have been tested and qualified by HP

Resolution	Refresh Rates
800x600	60 Hz
1024x768	60 Hz
1152x864	60 Hz
1280x600	60 Hz
1280x720	60 Hz
1280x800	60 Hz
1280x960	60 Hz
1280x1024	60 Hz
1360x768	60 Hz
1366x768	60 Hz
1400x1050	60 Hz
1440x900	60 Hz
1600x900	60 Hz
1600x1200*	60 Hz
1680x1050	60 Hz
1920x1080	60 Hz
1920x1200*	60 Hz

ERP140016
Pricing Sheet
Exhibit "A"

Item	DESCRIPTION	ALTERNATE BID BRAND	BID MODEL NO	UNIT OF MEASURE	UNIT PRICE	QTY	EXTENDED COST
Processors	Intel or AMD compatible processor or equal	HP	HP ProOne 400	EA	736.00	360	264,960.00 0.00
Warranty	Next Business Day Hardware Parts Replacement Warranty, Initial Year or equal	HP	included	EA	included	360	0.00
	24/7 Phone Support, Initial Year or equal	HP	included	EA	included	360	0.00
GRAND TOTAL							264,960.00 0.00

Diversatec

Vendor/Company Name (Print)

Connor M. Frost
Vendor Representative Signature

2-26-14

Date

740-965-3400

Phone

d.frost@diversatec.NET
Email

4-6 weeks/ARO

Delivery Estimate ARO

Rev. 07/12

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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,
 Bidder is a partnership, association or corporation resident vendor and 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 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,
 Bidder is a 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; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Diversatec

Signed: Carmen M. Faust

Date: 2-26-14

Title: President

RFQ No. ERP140016

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Diversatec

Authorized Signature: Carmen M. Trust Date: 02-28-14

State of Ohio

County of Delaware to-wit:

Taken, subscribed, and sworn to before me this 26th day of February, 2014

My Commission expires October 1, 2018

NOTARY PUBLIC Anne Kramer

Purchasing Affidavit (Revised 07/01/2012)



ANNE KRAMER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-1-18

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Diversatec

(Company)

Carmen M. Frost

(Authorized Signature)

CARMEN M. FROST, PRES.

(Representative Name, Title)

740.965.3400

(Phone Number)

740.965.3403

(Fax Number)

2.26.14

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ERP140016

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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.

Diversatec

Company

Cameron M. Frost

Authorized Signature

2-26-14

Date

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