



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

Howard Technology Solutions,  
 a division of Howard Industries, Inc.  
 P.O. Box 1590  
 Laurel, MS 39441

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.	ITEM NUMBER	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	908. <sup>00</sup>	326,880. <sup>00</sup>
***** THIS IS THE END OF RFQ ERP140016 ***** TOTAL:						326,880. <sup>00</sup>

02/26/14 10:21:02AM  
 West Virginia Purchasing Division

SIGNATURE <i>Darlene Fahn</i>	TELEPHONE 888-912-3151	DATE 2-25-14
TITLE Bid Specialist	FEIN 64-0466143	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

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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.

# ATTACHMENT A

**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.

**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:**

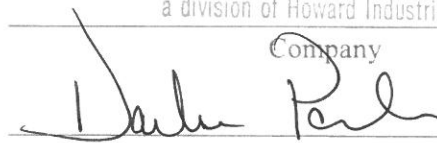
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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.

Howard Technology Solutions,  
a division of Howard Industries, Inc.

Company



Authorized Signature

2-25-14

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

**Solicitation**

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GUY NISBET
304-558-2596

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VENDOR

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

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	908 <sup>00</sup>	326,880 <sup>00</sup>
	360	"ALL IN ONE"	STYLE	DESK TOP COMPUTERS		
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 360 "ALL IN ONE" STYLE DESK TOP COMPUTERS, PER THE SPECIFICATIONS AND TERMS & CONDITIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ ERP140016 ***** TOTAL:						326,880 <sup>00</sup>

SIGNATURE <i>Daleen Park</i>	TELEPHONE 888-912-3151	DATE 2-25-14
TITLE Bid Specialist	FEIN 64-0466143	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 \_\_\_\_\_ Howard Technology Solutions,  
 BUYER: \_\_\_\_\_ a division of Howard Industries, Inc.  
 SOLICITATION NO.: ERP140016  
 BID OPENING DATE: 2-27-2014  
 BID OPENING TIME: 1:30 PM  
 FAX NUMBER: 601-399-5077

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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](mailto: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

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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

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- 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

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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

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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.

Phone: 1.888.912.3151  
 Fax: 1.601.399.5077  
 Online: www.howardcomputers.com



Howard Computers  
 P.O. Box 1588  
 Laurel, MS 39441

## Online Quotation

**Quote No:** DH4 592624.00      **Quote Date:** February 21, 2014  
**Customer Name:** Guy Nisbet      **Phone Number:** 3045583970  
**Company Name:** State of West Virginia      **Fax Number:** 3045583970

### Item 1

Category	Description	Qty.	Unit Price	Ext. Price
<b>System Type:</b>	<b>Howard H81N1</b>	360	<b>\$908.00</b>	<b>\$326,880.00</b>
<b>Processor:</b>	Intel Pentium G3220 Haswell 3.0GHz LGA 1150 54W Dual-Core Desktop Processor			
<b>Operating System:</b>	Windows 7 SP1 Professional 64-bit (Windows 8.1 Professional downgrade); No Media, Windows 8.1 DPK			
<b>Memory:</b>	2GB PC10600 DDR3 1333 SDRAM (1 X 2GB)			
<b>Hard Drive:</b>	500GB SATA-600, 7200RPM, 16MB Buffer			
<b>USB Memory Keys:</b>	No USB Memory Key selected			
<b>Optical Drive 1:</b>	Slimline DVD-RW, SATA, Tray Load			
<b>Disc Burning and Playback Software:</b>	No DVD Playback Software (NOTE: No Windows 8 DVD Playback)			
<b>Graphics Card:</b>	Integrated Intel Graphics			
<b>Network Card:</b>	Integrated 10/100/1000 Gigabit LAN			
<b>Additional Network Interface:</b>	No Additional Network Interface Card Selected			
<b>Motherboard:</b>	ASUS H81T Thin Mini-ITX Motherboard			
<b>Case:</b>	21.5" LED 1080p, Thin Mini-ITX All-in-One, Webcam, Multi-card Reader, Speakers, with 10-Point Touch Screen			
<b>Bundled Software:</b>	No Bundled Software Selected			
<b>AntiVirus:</b>	No Anti-Virus Software Selected			
<b>Keyboard:</b>	Keyboard, Black, USB			
<b>Mouse:</b>	3 Button, USB, 3D Optical Mouse, Plug & Play			
<b>Surge Protectors:</b>	No Power Accessories Selected			
<b>Monitor:</b>	No Monitor Selected			
<b>Monitor 2:</b>	No Second Monitor Selected			
<b>Warranty:</b>	3-Year Limited Hardware Warranty with 1-Year Next-Business-Day, Onsite Response			
<b>Security Accessories:</b>	No Security Accessories Selected			
<b>Accessory option 2:</b>	No Additional Accessories Selected			
<b>Web Cam:</b>	No WebCam Selected			
<b>Accessory option 3:</b>	No Additional Accessories Selected			

**Sub-Total:** \$326,880.00  
**Systems Shipping:** Included  
**Taxes:** Tax Exempt  
**Total for Item 1:** \$326,880.00

# 4th generation processors, Multi-touch, full-HD screen

Style meets substance in the newest all-in-one desktop computer from Howard, the H81N1. A stylishly slim chassis is perfectly matched by high performance features that make it one of the smoothest-running, most manageable desktops on the market. Powered by 4th generation Intel® Core™ processors, the H81N1 has the speed you need for multi-tasking or casual gaming. It features USB 3.0 Boost, up to 16GB DDR3, enhanced security, and real-time network bandwidth control for maximum productivity. Add to that a multi-touch, full-HD screen, and the latest Intel® integrated graphics for superior flexibility and media performance. Howard's new H81N1 does more than just look good—a lot more.

‣ Processor	Intel Pentium G3220 Haswell 3.0GHz LGA 1150 54W Dual-Core Desktop Processor
‣ Memory	2GB PC10600 DDR3 1333 SDRAM (1 X 2GB)
‣ Hard Drive	500GB SATA-600, 7200RPM, 16MB Buffer
‣ Optical Drive 1	Slimline DVD-RW, SATA, Tray Load
‣ Graphics Card	Integrated Intel Graphics
‣ Network Card	Integrated 10/100/1000 Gigabit LAN
‣ Motherboard	ASUS H81T Thin Mini-ITX Motherboard
‣ Case	21.5" LED 1080p, Thin Mini-ITX All-in-One, Webcam, Multi-card Reader, Speakers, with 10-Point Touch Screen
‣ Keyboard	Keyboard, Black, USB
‣ Mouse	3 Button, USB, 3D Optical Mouse, Plug & Play
‣ <b>Warranty</b>	<b>3-Year Limited Hardware Warranty with 1-Year Next-Business-Day, Onsite Response</b>

24/7 Phone Support is included for Howard Products.

36 Howard Drive • Ellisville, MS 39437  
P.O. Box 1590 • Laurel, MS 39441

**HOWARD**<sup>™</sup>  
TECHNOLOGY SOLUTIONS

888.912.3151 *general* • 601.399.5077 *fax*  
888.323.3151 *technical support*  
[www.Howard.com](http://www.Howard.com)

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## References

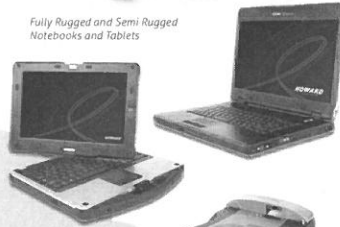
Motor Vehicle Commission  
(NJMVC)  
Tesa Danaso  
225 East State Street  
3 West  
Trenton, NJ 08690  
(609)984-9815  
[tesa.danaso@dot.state.nj.us](mailto:tesa.danaso@dot.state.nj.us)

Purchased (358) Howard All-in-One model Q87NI on January 10, 2014.

**MOBILE DATA FOR  
IN THE FIELD**



Fully Rugged and Semi Rugged  
Notebooks and Tablets



Mounting Options



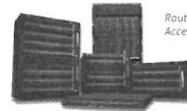
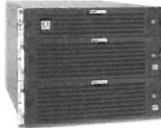
Mobile Printers



**KEY PRODUCTS FOR  
STORAGE AND NETWORKING**



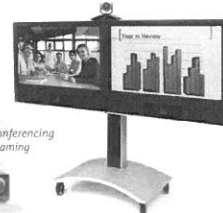
Storage  
Solutions



Routers and  
Access Points



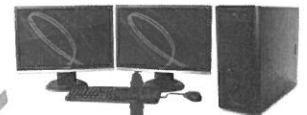
Video Conferencing  
and Streaming



**KEY PRODUCTS FOR  
IN THE OFFICE**



Workstations  
and Desktops



Printers and  
Telephones



THE SOURCE FOR ALL YOUR  
**FEDERAL,  
STATE & LOCAL  
GOVERNMENT  
NEEDS**

Howard provides convenient  
one-stop-shop access to over  
250,000 technology related  
products for federal, state and  
local government.



**H**oward Technology Solutions, founded in 1998, is a division of **Howard Industries**, a billion-dollar, privately held company headquartered in Ellisville, MS. As a leading manufacturer and provider for computer hardware and related equipment, we are committed to creating, providing, and supporting superior products and services that meet or exceed the needs of our customers.

While technology may be complex, we believe obtaining it doesn't have to be. This simple fact, along with our strategic partnerships, enables us to offer a rich portfolio of over 250,000 products ranging from desktops and rugged notebooks that can handle the most extreme mobile environments to network security tools, digital cameras, printers, presentation carts, and more.

*Howard Technology Solutions has been satisfying business, education, government, and medical customers for over 10 years. When it comes to technology, Howard has you covered!*

**A | COMPUTING SOLUTIONS**

**Desktops:** Howard, Lenovo, HP & iComputing Multi-user Technologies  
**Notebooks, Netbooks, & Tablets:** Howard, Lenovo, HP, Fujitsu, Toshiba, Acer, & Dyanow Management Software  
**Management Solutions:** Continuum, Altiris, Symantec & Faronics  
**Antivirus:** Symantec, McAfee, Scanos, & Kaspersky  
**Mobile Presentation Carts:** Howard, DataManion, Spectrum, Earthwalk & Bedford

**B | AUDIO VISUAL & INSTRUCTIONAL SOLUTIONS**

**Interactive Training Solutions:** Mimio & Interactive Projectors  
**Wireless Interactive Pads:** Mimio  
**Projectors:** Epson, BenQ, Viewsonic, iNFocus, Sanyo, Toshiba, Panasonic & Christie  
**Projector Screens:** Da-Lite  
**Document Cameras:** AVerMedia, Elmo, Lumens, Mimio, Qomo & Samsung  
**Personal Response Systems:** Mimio & Turning Technologies  
**Audio Solutions:** Howard, Frontier, Earthwalk, Panasonic & Canton  
**Control Systems:** SP Controls, Extron & Crestion  
**Mounts:** Chiot  
**Cables:** Cables To Go & Tripp Lite  
**Furniture:** Spectrum Industries  
**Installation & Design Services:** Howard

**C 1 | NETWORKING INFRASTRUCTURE SOLUTIONS**

**VOIP:** Cisco & ShoreTel  
**Continuity Solutions:** Cisco  
**Network Infrastructure:** Cisco, HP, Enterasys & Extreme Networks  
**Wireless:** Xirris, Enterasys, Cisco & Aerovive  
**Cooling, Power Protection & LAN Storage Products:** Tripp Lite & APC  
**Backup Solutions:** CommVault, Backup, Exagent, Speerix Logic, VMware, Continuum & HP  
**Servers:** Howard, Lenovo, Fujitsu, HP & IBM  
**Storage Solutions:** Nexech, Buffalo & Compellent  
**Email Archiving Solutions:** Barracuda & Airmail  
**Security Solutions:** Symantec, McAfee, Fortinet, Astaris, Sojmos & Barracuda  
**Disaster Recovery Products:** EMC2, VMware & Howard  
**Bandwidth Management Solutions:** Allot

**C 2 | NETWORK VIDEO SOLUTIONS**

**Physical Security**  
**Video Surveillance:** Milestone, Cisco & Axis  
**Video Streaming:** VBlock  
**Video Conferencing:** Polycom & Lifesize  
**Digital Signage:** Vista & Viewsonic  
**C 3 | VIRTUALIZATION**  
**Desktop:** VMware & iComputing  
**Server:** VMware

**D | SOFTWARE**

**Microsoft, Adobe, Quark**  
**Audio Music Creation:** Ableton, Cakewalk, Grass Valley, M-Audio, MakeMusic, Native Instruments, Rioxo, Sibelius, Sony Creative & Nero  
**Video Creation:** Avid, Adobe, Sony Creative, Autodesk Media & Entertainment, Nero, Pinnacle & Roxio  
**Bags:** Brenthaven, Golla, Greensmart, InCase, Marware, Mobile Edge, STM, Turano & Higher Ground  
**Accessories:** Anoto, Belkin, Comton, DLO, ISKO, Livescribe, Micro Innovation, Phillips, PNY, SanDisk, Treo, Vistablen, Wacom

**E | INSTALLATION & INTEGRATION SERVICES**

**Managed Services:** Network Consulting & Design  
**Installation Services:** Audio Visual & Computing, Video Conferencing, plus Wireless Access, Network, and Data Center & Cabling  
**On-site Technicians**  
**Programming Services:** Control Systems & Video Conferencing  
**Support Services:** OnCall, HTTP, Technology Management & Custom Imaging  
**Training/Professional Development:** Instructional Technologies, 21st Century Courtroom and Boardroom Training  
**Physical Security & Video Surveillance Services:** Cisco

**F | ACCESSORIES AVAILABLE ON OUR WEBSITE**

**Solutions:** Interactive Boardroom, Networking, Security & Disaster Recovery  
**Systems:** Desktops, Notebooks, Tablets, Servers & Presentation Carts  
**Hardware:** Monitors, Projectors, Cameras/Camcorders, Printers, Ink, Tower Keyboards, Mice/Pointing Devices, Scanners, Power Devices & other accessories  
**Software:** Operating Systems, Networking, security, Utilities & Office Productivity  
**Networking:** IP Telephony, Modems, Routers, Bridges, Video Conferencing Products, Cables, Hubs, Switches, WAPs, Security Devices, Cards, Adapters & other accessories  
**Storage:** Flash-Memory Drives, Adapters, Cables, Enclosures, RAID Arrays, CD/DVD Removable Media & other accessories  
**Contracts:** Contract availability varies by state. Contact a sales representative for more information regarding your specific needs.



**HOWARD  
PREMIER  
WEBSITE**  
Fast. Simple. Convenient.

**Benefits of shopping online with Howard:**

- 1 Special URL for GOV: [www.howard.com/gov](http://www.howard.com/gov)
- 2 Over 250,000 products and services to choose from
- 3 Most products have free shipping
- 4 Daily "hot deal"
- 5 Intelligent search-as-you-type box
- 6 Browse by category, brand, or price range
- 7 Compare multiple products using the "compare" button
- 8 Use the "compare similar" button to find products similar to the one you are viewing
- 9 View multiple images when available
- 10 View larger high-resolution images where available
- 11 Some products offer a "product tour" with videos, tutorials and more
- 12 View ratings and reviews from 3rd party, non-person sources
- 13 Set a price alert and get an email if the product's price drops
- 14 Share, print, and email products directly from the website
- 15 Extended warranties are available, including accident protection coverage
- 16 View in-depth technical specs
- 17 View owner's manual, quick start guides, and other PDFs directly from the website
- 18 Find "related" products that offer better specs for a reasonable price (or even lower)
- 19 Live chat is available, with an average wait time of under a minute
- 20 Get daily deals via RSS feed
- 21 Special sales notes available for some products (only viewable on intranet)



## RETURN POLICY

Howard Technology Solutions (HTS) return policy is provided as shown. Any request must be made within the time frame outlined for the respective reason for return. Product return requests to HTS after the designated period will not be processed.

### Restocking Fees:

A 15% restocking fee may be charged on any hardware, accessories, peripherals, parts and on electronically delivered software that has not been downloaded. If the merchandise is defective or the return is a direct result of a HTS error, the restocking fee will not apply.

### Software and Consumables

OPENED SOFTWARE, CONFIGURE-TO-ORDER, PERSONALIZED, CUSTOMIZED PRODUCTS AND CONSUMABLES (TONER CARTRIDGES, INK CARTRIDGES AND DIGITAL MEDIA) MAY NOT BE RETURNED FOR REFUND, EXCHANGE OR CREDIT. Software licenses purchased under any type of volume purchase agreement or any non-Howard customized hardware and/or software product(s) may not be returned at any time.

### Hardware, Parts, Accessories and Peripherals:

Unopened software (sealed in original package), accessories, peripherals, parts only and/or hardware may be returned within twenty-one (21) days from the date on the invoice for a credit or refund of the purchase price paid less shipping and handling and applicable restocking fees. Opened product may not be accepted for return or be subject to additional fees to return the product to a saleable state. HTS has sole discretion on opened items that are not defective or the result of an HTS error as to the return ability of that item. Any request for a return of an opened item that is not defective or the result of an HTS error must be made within 15 days of receipt. Any request for a return of an unopened or opened item that is the result of an HTS error must be made within 21 days of product receipt.

### Non-Howard Technology Solutions Branded/Third-Party Products:

HTS makes no warranties for Software, or Non-Howard Technology Solutions branded products. HTS provides such product "as is". If you discover what you believe is a product defect for any third-party product, you may contact HTS within 21 days of receipt of the product for assistance. After 21 days from product receipt, warranty and service is provided by the product manufacturer and not by Howard Technology Solutions. Please note that products sold through the HTS website that do not bear the Howard Technology Solutions brand name are serviced and supported exclusively by their manufacturers in accordance with the terms and conditions packaged with the products. Howard's Limited Warranty does not apply to products that are not Howard-branded, even if packaged or sold with Howard products.

### Dead On Arrival (DOA) Products

A Howard-branded hardware product is considered DOA if, within 21 days of receipt it shows symptoms of a hardware failure, preventing basic operability, when you first use it after opening the box. If you believe that your product is DOA, please call HTS Technical Support at 1-888-323-3151 within 21 calendar days of the invoice date. HTS Technical Support will determine whether the product is DOA and will process the request by either:

- **Replacement:** HTS, at its expense, will ship another of the same product.
- **Service:** A pick-up will be arranged with the end user for return of the warranty repair unit. The warranty repair unit will be repaired at an authorized HTS depot facility.

If HTS Technical Support determines that a returned product is not DOA and you have misrepresented a returned product's condition, a handling fee may be imposed.

This DOA policy does not apply to third-party products that do not bear the Howard brand name after 21 days of receipt. You must call the product manufacturer directly with any third-party product issues after that time for assistance.

### APO/FPO Addresses

If you're an APO/FPO customer and you're outside the domestic delivery area, the standard Return and Refund Policy applies — with the exception that you're responsible for shipping the product back to a state-side return address, plus handling, customs, and inventory liability. We recommend that you insure your return against loss.

### Freight Claims

The recipient of product agrees to report claims for damage, shortage, or errors in material as follows:

- a) Claims for damage and/or shortage caused by shipping must be made by the consignee to the shipper within five (5) calendar days of delivery
  - i. All items in question must be kept in their original cartons and at the original delivery point for inspection by the carrier
  - ii. If notified, HTS will assist the purchaser as possible with the claim
- b) Claims involving shortages or errors will not be considered unless noted on the delivery receipt and reported to HTS within five (5) calendar days of delivery

### Restrictions

PRODUCTS PURCHASED FROM A RESELLER SHOULD BE RETURNED TO THE RESELLER FOR REFUND OR CREDIT.

### Return Procedures:

To return products, you must contact Howard service and support at 888-323-3151 or visit

<http://www.howardcomputers.com/support/contactus.cfm> to obtain a Return Merchandise Authorization (RMA) number within the return policy period applicable to the product you want to return.

You must ship the products to Howard within five (5) days of the date that Howard issues the Return Merchandise Authorization Number. **You must:**

- 1) Ship the product(s), and insure the shipment or accept the risk of loss or damage during shipment.
- 2) The RMA number must be prominently displayed on the shipping label or visible on the outside of the shipping package.
- 3) Return the products in their original packaging, in as-new condition along with any media, documentation, and all other items that were included in the original shipment.

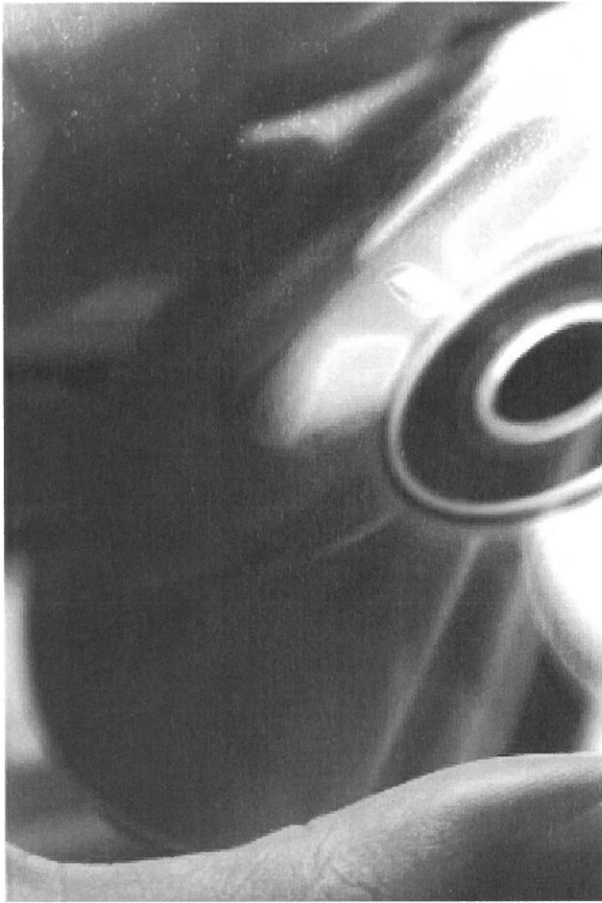
Merchandise Returns Address:

Howard Technology Solutions  
RMA # \_\_\_\_\_  
32 Howard Drive  
Ellisville, MS 39437

**The refund process takes approximately thirty- (30) days. Upon receipt of the complete returned purchase, Howard will issue a credit or a refund of the purchase price paid, less shipping and handling and applicable restocking fees. Refunds will be refunded to the original form of payment and only to the buyer of the product listed on the invoice. HTS is not responsible for any personal data or personal items returned with a product in error.**



## Limited Warranty: Getting support for your Howard branded products.



Every time you purchase a Howard Technology Solutions branded product in the U.S. you receive a Limited Warranty that provides you with a comprehensive service and support program for the term of the warranty. To determine the warranty type and duration that is included with your purchase, see your packing slip or order confirmation.

Alternately, you may email your questions or description of the problem to Technical Support Center at: [tech@howardcomputers.com](mailto:tech@howardcomputers.com)

Note: Warranty service may be fulfilled by shipping user replaceable parts, such as the keyboard, mouse, cables, monitors, speakers, or similar devices directly to you.

## Frequently Asked Questions...

### What are the terms of the Limited Warranty?

The product you have purchased is warranted by Howard Technology Solutions to be free of defects in materials and workmanship under normal use for the duration of the terms as stated in the Limited Warranty. The warranty begins the day we ship your Howard Technology Solutions branded product. As an added convenience, Howard Technology Solutions keeps track of this date for you. Your product's Limited Warranty is non-transferable and will not be honored if the ownership of the product changes. For the duration of the Limited Warranty, Howard Technology Solutions will repair or replace defective parts with new or serviceable parts, which meet or exceed the performance of new parts.

### What is not covered by this Limited Warranty?

1. Products located and/or operated outside the 50 states
2. Products purchased from anyone other than Howard Technology Solutions or an authorized reseller/agent
3. Expendable parts (Note: Batteries provided for your notebook are covered for (1) year from the date we ship your system)
4. Accessories or peripherals not sold as part of a Howard branded system. The only accessories and peripherals covered that are sold as part of a Howard branded system are the monitor, mouse, and keyboard.
5. Software products
6. Routine cleaning, cosmetic, and mechanical wear
7. On-site support for monitor, keyboard, mouse, and speakers
8. Damage from the following:
  - Misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war
  - Use outside of the product's design usage or parameters
  - Use of non-Howard Technology Solutions manufactured or sold parts.
  - Installation of parts not approved by Howard Technology Solutions
  - Repair or replacement by a non-Howard Technology Solutions authorized service partner

### How do I get warranty service and support for my Howard Technology Solutions?

Depending on the terms of your agreement, you will receive a combination of one or more of the following: telephone support, parts-only replacement, carry-in service, or on-site service.

### How do I get technical support?

With Howard Technology Solutions, you receive **FREE** telephone technical support 24/7, 365 days a year for as long as you own your Howard Technology Solutions product. Our friendly, US-based team of experts will answer your questions about the product, hardware setup, or installation and with telephone hold times typically less than 1 minute. To expedite our service to you, please gather the following information before calling our Technical Support Center at (888) 323-3151:

- Product serial number(s) - on the side or bottom of machine
- Add-on boards of hardware installed on the product
- Third-party software installed on the product
- Operating system type and revision level
- Content of any error messages
- Explanation of the problem and/or detailed, specific questions

**HOWARD**<sup>™</sup>  
TECHNOLOGY SOLUTIONS

Innovation **at work** for you.

Buy online at [www.Howard.com](http://www.Howard.com) or call us at 888.912.3151.

## Limited Warranty: Getting support for your Howard branded products.

### Howard Industries, Inc. Technology Division Limited Warranty

#### 1. Limited Warranty and/or Next Business Day (NBD) On-site Response:

Howard Industries, Inc. (hereinafter "Howard") warrants that the Howard branded product(s) purchased by you will be free from defects in materials and/or workmanship under normal use for the purchased warranty period starting from the date of product shipment with the following **EXCEPTIONS**:

- a. Defective CDs, DVDs, diskettes or other software media that are delivered with your product will be replaced by Howard or its suppliers for twenty-one (21) days from the date you receive your product.
- b. Howard **DOES NOT WARRANT ANY SOFTWARE PRODUCTS, INCLUDING THE OPERATING SYSTEMS PREINSTALLED BY HOWARD TECHNOLOGY SOLUTIONS.**
- c. Defective accessories or peripherals bundled with a Howard branded product (limited to the monitor, keyboard, and mouse) are subject to the terms of the warranty duration and type purchased from Howard Technology Solutions. All other defective accessories or peripherals, other than software, that are delivered with your product will be replaced by Howard or its suppliers for twenty-one (21) days from the date you received your product. Manufacturers' warranty applies after initial twenty-one (21) days.
- d. If purchased, next business day on-site warranty service is provided for the time period listed on the packing slip or invoice and begins the date of product shipment for the Howard Technology Solutions' products. The hours of next business day on-site warranty service will be provided Monday – Friday from 8:00 AM to 5:00 PM local time excluding Howard Technology Solutions' holidays as published on the Howard Technology Solutions' website at [www.Howard.com](http://www.Howard.com). Second business day response at times may be required in case of delays beyond Howard Technology Solutions' control (such as acts of God or calls reported to Technical Support after 3pm, Central Standard Time). A Howard authorized third party vendor may provide on-site service. Note: Some repairs may require the unit be returned to Howard for depot service at an authorized service center.
- e. On-site warranty service is not available for Field Replaceable Units (FRU) such as monitors, keyboards, modular hard drives, mice or similar external components of the product.

To obtain service under this limited warranty, you must contact Howard Technical Support within the warranty period. Technical Support personnel will work to resolve issues professionally and quickly, however, you must provide reasonable assistance in order to facilitate and/or receive support services. If Howard Technical Support is unable to correct the problem they may authorize a replacement part or parts, on-site service or a product replacement. ON-SITE SERVICE AND PRODUCT REPLACEMENTS ARE CONSIDERED OPTIONS OF LAST RESORT. All replaced parts must be returned to Howard. You will be invoiced for defective replacement parts not returned to Howard within two (2) weeks of receipt of the replacement parts.

Howard does not warrant damages or defects to the Howard product under the following conditions: misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war, unauthorized service or repair of the Howard products, damage from electrical power problems, usage of parts or components not supplied by Howard, failure to follow product instructions and guidelines, unauthorized changes to the Howard, shipping damage (other than during original shipment from Howard), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external causes.

Howard will, under the warranty period, repair or replace defective parts with new or serviceable used parts. This determination will be at the sole discretion of Howard. Howard owns all removed and repaired parts from the Howard product. The repair or replacement of a Howard product does not extend the warranty of said computer product. Spare parts are warranted to be free from defects in material or workmanship for twenty-one (21) days or for the remainder of the Limited Warranty Period (whichever is longer) of the Howard product in which they are installed.

This limited warranty is extended only to the original purchaser and is non-transferable. In addition, this warranty is only valid within the United States of America. For this warranty to be valid, the product must have been purchased directly from Howard or from an authorized representative of Howard.

**THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. HOWARD DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. EXCEPT FOR THE OBLIGATIONS SET FORTH IN THIS WARRANTY STATEMENT HOWARD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR LOSSES IN PROFITS, LOSSES IN REVENUE, LOSSES IN SAVINGS, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COST OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), COSTS OF TIME, THIRD PARTIES' CLAIMS OR INJURY TO PROPERTY.**

The limit of the liability of Howard to repair its computer product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Howard product or a refund of the original purchase price of the computer product. The decision regarding replacement versus refund shall be at the sole discretion of Howard. The above options are the only remedies for any perceived breach of warranty by Howard.

In states that do not allow limitations on implied warranties or on the length of implied warranties, the above limitations may not apply to you. In states that do not allow for the exclusion or limitation of incidental and consequential damages, the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights. To determine other rights you may have, review your applicable state laws.

#### 2. Warranty Extensions and Upgrades

Howard Technology Solutions currently offers various options to extend or upgrade the Limited Warranty of the Howard branded product. This extension is only available for purchase during the first year warranty coverage period from Howard Technology Solutions. Call 1-888-912-3151 for pricing and availability.

#### 3. Post-Warranty Parts Availability:

Howard is available to assist with parts acquisition after the warranty period. Call 888.912.3151 for post-warranty assistance.



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TECHNOLOGY SOLUTIONS

Innovation at work for you.

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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			EA		360	Included 0.00	
Warranty	Next Business Day Hardware Parts Replacement Warranty, Initial Year or equal			EA		360	Included 0.00	
	24/7 Phone Support, Initial Year or equal			EA		360	Included 0.00	
GRAND TOTAL							326,880. <sup>00</sup>	0.00

Howard Technology Solutions,  
a division of Howard Industries, Inc.

Vendor/Company Name (Print)

*David Paul*  
Vendor Representative Signature

*2-25-14*  
Date

*888-917-3151*  
Phone

*bids@howardcomputers.com*  
Email

*4 weeks*  
Delivery Estimate ARO

# 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: Howard Technology Solutions,  
a division of Howard Industries, Inc.  
Date: 2-25-14

Signed: [Signature]  
Title: Bid Specialist

NA

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: Howard Technology Solutions, a division of Howard Industries, Inc.

Authorized Signature: Dal Pal Date: 2-25-14

State of MS

County of Jones, to-wit:

Taken, subscribed, and sworn to before me this 25<sup>th</sup> day of February, 2014

My Commission expires May 4, 2014

AFFIX SEAL HERE

NOTARY PUBLIC Kimberly Ann Sitz



Purchasing Affidavit (revised 07/01/2012)

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.

Howard Technology Solutions,  
a division of Howard Industries, Inc.

\_\_\_\_\_  
(Company)

Darlene Parker  
(Authorized Signature)

Darlene Parker, Bid Specialist  
(Representative Name, Title)

888-912-3151  
(Phone Number)

601-399-5077  
(Fax Number)

2-25-14  
(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.

Howard Technology Solutions,  
a division of Howard Industries, Inc.  
\_\_\_\_\_  
Company  
*Dan Paul*  
\_\_\_\_\_  
Authorized Signature  
2-25-14  
\_\_\_\_\_  
Date

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