



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

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 82825

Doc Description: Addendum No.01 for "Open-End" Contract for Servers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-09	2015-03-17 13:30:00	CRFQ 0210 ISC1500000013	2

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

Vendor Name, Address and Telephone Number:



Diversatec Resources Inc
 10022 Cheshire Rd
 Sunbury, OH 43074
 740-965-3400
 www.diversatec.net

Ralph DiFranco
 Ralph.DiFranco@diversatec.net
 Direct (614) 818-9741
 Cell (614) 787-6948

An All Lines Technology Partner

03/16/15 09:42:29
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X *Ralph DiFranco*

FEIN # 20-205 9989

DATE 3-11-15

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

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1 HP DL380 Gen9 8SFF CTO Server or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 719064-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2 HEWLETT PACKARD : U.S. - English localization or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 719064-B21#ABA "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.3 HP DL380 Gen9 E5-2667v3 FIO Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719056-L21 "or Equal"

BUY TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.4 HP DL380 Gen9 E5-2667v3 Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719056-B21 "or Equal"

BUY TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.5 HP Factory Integrated HP 719056-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719056-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.6 HP 16GB 2Rx4 PC4-2133P-R Kit or Equal	32.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 726719-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.7 HP Factory Integrated HP 726719-B21#0D1 or Equal	32.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 726719-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.8 HP DL380 Gen9 Universal Media Bay Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 724865-B21 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.9 HP Factory Integrated HP 724865-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 724865-B21 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.10 HP 146GB 6G SAS 15K 2.5in SC ENT HDD or Equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 652605-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.1.11 HP Factory Integrated HP 652605-B21#0D1 or Equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 652605-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.12 HP 9.5mm SATA DVD-ROM Jb Gen9 Ki or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 726536-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.13 HP Factory Integrated HP 726536-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 726536-B21#0D1 "or Equal"

FROM		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.14 HP DL380 Gen9 Secondary 3 Slot Riser Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719073-B21 "or Equal"

FROM		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.15 HP Factory Integrated HP 719073-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719073-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.1.16 HP 1.83m 10A C13-UL US Power Cord or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP AF556A "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.1.17 HP Factory Integrated HP AF556A#0D1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP AF556A#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.18 HP Smart Array P440ar/2G FIO Controller or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 749974-B21 "or Equal"

BUYER		SUPPLIER	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.19 HP Ethernet 1Gb 4-port 331T Adapter or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 647594-B21 "or Equal"

BUYER		SUPPLIER	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.20 HP Factory Integrated HP 647594-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 647594-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.21 HP 1GbE 4-port 366FLR Adapter FIO Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 684217-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.22 HP 2U SFF Easy Install Rail Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 733660-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.1.23 HP Factory Integrated HP 733660-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 733660-B21#0D1 "or Equal"

BUY ID	BUY ID
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.1.24 HP 81E 8Gb SP PCI-e FC HBA or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP AJ762B "or Equal"

BUY ID	BUY ID
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.1.25 HP Factory Integrated HP AJ762B#0D1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP AJ762B#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.1.26 HP 800W FS Plat Ht Plg Pwr Supply Kit or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 720479-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.1.27 HP Factory Integrated HP 720479-B21#0D1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 720479-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.1.28 HP NBD DL380 Gen9 FC Service, ProLiant or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description :

Part Number: HP U7AH5E "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.29 HP iLO Adv E-LTU inc 1yr TS&U SW or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

Part Number: HP TA850AAE "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.1.30 EMC Corporation: VMware vSphere 5 Enterprise or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

Part Number: VMware VS5-ENT-C "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	4.1.31 Support/Subscription for VMware vSphere 5 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :
Part Number: Vmware VS5-ENT-3P-SSS-C "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	4.1.32 ECM: PowerPath/VE License Solution or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: POWERPATH-VE "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	4.1.33 ECM: PowerPath VE STD X86 T1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: 457-100-182 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	4.1.34 ECM: PowerPath VE Host Licenses or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: 456-103-883 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	4.1.35 ECM: PREMIUM SOFTWARE SUPPORT or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

Part Number: M-PRESW-011 "or Equal"

	Document Phase	Document Description	Page
ISC1500000013	Final	Addendum No.01 for "Open- End" Contract for Servers	16 of 16

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

DIVERSATEC RESOURCES, INC.
Company
Ralph Di Franco
Authorized Signature
3-11-15
Date

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



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

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 82825

Doc Description: "Open-End" contract for Servers

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-27	2015-03-17 13:30:00	CRFQ 0210 ISC1500000013	1

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

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Justin McAllister
 (304) 380-9460
 justin.t.mcallister@wv.gov

Signature X *Ralph DiFranco*

FEIN # 20-205 9989

DATE 3-11-15

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

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1 HP DL380 Gen9 8SFF CTO Server or Equal	6.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 719064-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2 HEWLETT PACKARD : U.S. - English localization or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 719064-B21#ABA "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.3 HP DL380 Gen9 E5-2667v3 FIO Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719056-L21 "or Equal"

Manufacturer	Specification	Model #
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON	WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.4 HP DL380 Gen9 E5-2667v3 Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719056-B21 "or Equal"

Manufacturer	Specification	Model #
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON	WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.5 HP Factory Integrated HP 719056-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719056-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.6 HP 16GB 2Rx4 PC4-2133P-R Kit or Equal	32.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 726719-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.7 HP Factory Integrated HP 726719-B21#0D1 or Equal	32.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 726719-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.8 HP DL380 Gen9 Universal Media Bay Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 724865-B21 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.9 HP Factory Integrated HP 724865-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 724865-B21 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.10 HP 146GB 6G SAS 15K 2.5in SC ENT HDD or Equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 652605-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.1.11 HP Factory Integrated HP 652605-B21#0D1 or Equal	8.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 652605-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.12 HP 9.5mm SATA DVD-ROM Jb Gen9 Ki or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 726536-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.13 HP Factory Integrated HP 726536-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 726536-B21#0D1 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	
--	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.14 HP DL380 Gen9 Secondary 3 Slot Riser Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719073-B21 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	
--	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.15 HP Factory Integrated HP 719073-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 719073-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.1.16 HP 1.83m 10A C13-UL US Power Cord or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP AF556A "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.1.17 HP Factory Integrated HP AF556A#0D1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP AF556A#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.18 HP Smart Array P440ar/2G FIO Controller or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 749974-B21 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.19 HP Ethernet 1Gb 4-port 331T Adapter or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 647594-B21 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.20 HP Factory Integrated HP 647594-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 647594-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.21 HP 1GbE 4-port 366FLR Adapter FIO Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 684217-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.22 HP 2U SFF Easy Install Rail Kit or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 733660-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.1.23 HP Factory Integrated HP 733660-B21#0D1 or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP 733660-B21#0D1 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.1.24 HP 81E 8Gb SP PCI-e FC HBA or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP AJ762B "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.1.25 HP Factory Integrated HP AJ762B#0D1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: HP AJ762B#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.1.26 HP 800W FS Plat Ht Plg Pwr Supply Kit or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 720479-B21 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.1.27 HP Factory Integrated HP 720479-B21#0D1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: HP 720479-B21#0D1 "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.1.28 HP NBD DL380 Gen9 FC Service, ProLiant or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description :

Part Number: HP U7AH5E "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.29 HP iLO Adv E-LTU inc 1yr TS&U SW or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

Part Number: HP TA850AAE "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	4.1.30 EMC Corporation: VMware vSphere 5 Enterprise or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

Part Number: VMware VS5-ENT-C "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	4.1.31 Support/Subscription for VMware vSphere 5 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :
Part Number: Vmware VS5-ENT-3P-SSS-C "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	4.1.32 ECM: PowerPath/VE License Solution or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :
Part Number: POWERPATH-VE "or Equal"

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	4.1.33 ECM: PowerPath VE STD X86 T1 or Equal	4.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: 457-100-182 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	4.1.34 ECM: PowerPath VE Host Licenses or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211502			

Extended Description :

Part Number: 456-103-883 "or Equal"

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US
--	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	4.1.35 ECM: PREMIUM SOFTWARE SUPPORT or Equal	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

Part Number: M-PRESW-011 "or Equal"

	Document Phase	Document Description	Page
ISC1500000013	Final	"Open-End" contract for Servers	16 of 16

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ ISC1500000013

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Addendum issued to publish and distribute the Vendor submitted questions, and the Agency responses.
2. Resubmit the revised Exhibit "A" (03/09/2015) to correct Estimated Quantities.
3. 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

CRFQ ISC150000013
WVOT Servers
Vendor Submitted Questions and Agency Responses
03/09/2015

Q.1. In reviewing the specs, we notice that there are 6 servers being requested but only 2 processors. Are you asking for two processors per server?

A.1. We are asking for 2 servers with 2 processors each. Specification 4.1.1 should read a quantity of 2 instead of 6.

Q.2. Then being requested is 32 memory modules. There are only 24 slots per server, therefore what is being requested here as well?

A.2. We are requesting 16 of the 16 GB memory modules for each server, for a total of 32 memory modules (total of 512 GB in the 2 servers)

HP will not allow these as is as they are NOT valid configuration. Please clarify what it is that the agency wants. HP would not be able to deliver this as it is requested.

Q.3. My engineers have asked for validation for the quantities for the components for the servers. They that they may be in error. The HP Servers are listed with their components below them. The engineers (two different individuals) would just ask if the respective components quantities are correct

A.3. Hopefully the quantity corrections above will resolve this question.

Item	Part Number	Description	Alternate Item	Alternate Item Part Number	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
4.1.1	HP 719064-B21 "or Equal"	HEWLETT PACKARD : HP DL380 Gen9 8SFF CTO Server "or Equal"			Each	2	1,306.90	2,613.80
4.1.2	HP 719064-B21#ABA "or Equal"	HEWLETT PACKARD : U.S. - English localization "or Equal"			Each	2	0.00	0.00
4.1.3	HP 719066-L21 "or Equal"	HEWLETT PACKARD : HP DL380 Gen9 E5-2667v3 FIO Kit "or Equal"			Each	2	2,050.30	4,100.60
4.1.4	HP 719066-B21 "or Equal"	HEWLETT PACKARD : HP DL380 Gen9 E5-2667v3 Kit "or Equal"			Each	2	2,050.30	4,100.60
4.1.5	HP 719066-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory Integrated "or Equal"			Each	2	0.00	0.00
4.1.6	HP 726719-B21 "or Equal"	HEWLETT PACKARD : HP 16GB 2Rx4 PC4-2133P-R Kit "or Equal"			Each	32	279.30	8,937.60
4.1.7	HP 726719-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory Integrated "or Equal"			Each	32	0.00	0.00
4.1.8	HP 724865-B21 "or Equal"	HEWLETT PACKARD : HP DL380 Gen9 Universal Media Bay Kit "or Equal"			Each	2	90.30	180.60
4.1.9	HP 724865-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory Integrated "or Equal"			Each	2	0.00	0.00
4.1.10	HP 652605-B21 "or Equal"	HEWLETT PACKARD : HP 146GB 6G SAS 15K 2.5in SC ENT HDD "or Equal"			Each	8	248.50	1,988.00
4.1.11	HP 652605-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory integrated "or Equal"			Each	8	0.00	0.00
4.1.12	HP 726536-B21 "or Equal"	HEWLETT PACKARD : HP 9.5mm SATA DVD-ROM Jb Gen9 Kit "or Equal"			Each	2	69.30	138.60
4.1.13	HP 726536-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory integrated "or Equal"			Each	2	0.00	0.00
4.1.14	HP 719073-B21 "or Equal"	HEWLETT PACKARD : HP DL380 Gen9 Secondary 3 Slot Riser Kit "or Equal"			Each	2	69.30	138.60
4.1.15	HP 719073-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory Integrated "or Equal"			Each	2	0.00	0.00
4.1.16	HP AF566A "or Equal"	HEWLETT PACKARD : HP 1.83m 10A C13-UL US Power Cord "or Equal"			Each	4	7.00	28.00
4.1.17	HP AF566A#0D1 "or Equal"	HEWLETT PACKARD : Factory Integrated "or Equal"			Each	4	0.00	0.00
4.1.18	HP 749874-B21 "or Equal"	HEWLETT PACKARD : HP Smart Array P440arr2G FIO Controller "or Equal"			Each	2	419.30	838.60

4.1.19	HP 647584-B21 "or Equal"	HEWLETT PACKARD : HP Ethernet 1Gb 4-port 331T Adapter "or Equal"			Each	2	251.30	502.60
4.1.20	HP 647584-B21#0D1	HEWLETT PACKARD : Factory Integrated "or Equal"			Each	2	0.00	0.00
4.1.21	HP 684217-B21 "or Equal"	HEWLETT PACKARD : HP 1GbE 4-port 386FLR Adapter FIO Kit "or Equal"	Same description but for Gen 9 Servers	665240-B21	Each	2	230.30	460.60
4.1.22	HP 733680-B21 "or Equal"	HEWLETT PACKARD : HP 2U SFF Easy Install Rail Kit "or Equal"			Each	2	70.00	140.00
4.1.23	HP 733680-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory integrated "or Equal"			Each	2	0.00	0.00
4.1.24	HP AJ782B "or Equal"	HEWLETT PACKARD : HP 81E 8Gb SP PCI-e FC HBA "or Equal"			Each	4	819.00	3,276.00
4.1.25	HP AJ782B#0D1 "or Equal"	HEWLETT PACKARD : Factory Integrated "or Equal"			Each	4	0.00	0.00
4.1.26	HP 720479-B21 "or Equal"	HEWLETT PACKARD : HP 800W FS Plat Ht Plg Pwr Supply Kit "or Equal"			Each	4	244.30	977.20
4.1.27	HP 720479-B21#0D1 "or Equal"	HEWLETT PACKARD : Factory integrated "or Equal"			Each	4	0.00	0.00
4.1.28	HP U7AH6E "or Equal"	HEWLETT PACKARD : HP Nbd DL380 Gen9 FC Service, ProLiant DL380 Gen9, 9x5 HW support, next Business day onsite response. 24x7 Basic SW phone support with collaborative call management. "or Equal"	5 yr. Foundation Care NBD	H7J32A5	Each	2	1,208.88	2,417.76
4.1.29	HP TA850AAE "or Equal"	HEWLETT PACKARD : HP iLO Adv E-LTU inc 1yr TS&U SW, "or Equal"	Same description but for Gen 9 Servers	512485-B21	Each	2	279.30	558.60
4.1.30	Vmware V5S-ENT-C "or Equal"	EMC Corporation: VMware vSphere 5 Enterprise for 1 processor SNS is Required "or Equal"	VMWare vSphere Enterprise 1 Processor 3 yr. 24x7 unlimited support and subscription services E-LTU. This covers both 4.1.30 & 4.1.31	BD713AAE	Each	4	3,368.16	13,472.64
4.1.31	Vmware V5S-ENT-3P-SSS-C "or Equal"	EMC Corporation: Production Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 3 years Technical Support, 24 Hour Sev 1 Support -- 7 days a week. "or Equal"	4.1.30 and 4.1.31	Same as 4.1.30	Each	4	0.00	0.00
4.1.32	POWERPATH-VE "or Equal"	EMC Corporation: PowerPath/VE License Solution "or Equal"			Each	2	0.00	0.00
4.1.33	457-100-182 "or Equal"	EMC Corporation: POWERPATH VE STD X86 T1 (2-7 CPUs) "or Equal"			Each	4	1,012.07	4,048.28
4.1.34	458-103-883 "or Equal"	EMC Corporation: PowerPath VE Host Licenses "or Equal"			Each	2	0.00	0.00
4.1.35	M-PRESW-011 "or Equal"	EMC Corporation: PREMIUM SOFTWARE SUPPORT - PLATFORM/ELM "or Equal"			Each	2	930.47	1,860.94
TOTAL								50779.62



QUOTE #	AAAQ6007
DATE	Mar 3, 2015

Diversatec Resources - 10022 Cheshire Rd. - Sunbury, OH. 43074

To
 WEST VIRGINIA OFFICE OF TECHNOLOGY
 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR
 CHARLESTON, WV 25305

Phone

Salesperson	P.O. Number	Payment Terms	Due Date
jstanley			

Qty	Part Number	Description	Unit Price	Total Price
2.00	719064-B21	HP ProLiant DL380 Gen9 8SFF Configure-to-order Server	\$1,306.90	\$2,613.80
2.00	719056-L21	HP DL380 Gen9 Intel Xeon E5-2667v3 (3.2GHz/8-core/20MB/135W) FIO Processor Kit	\$2,050.30	\$4,100.60
2.00	719056-B21	HP DL380 Gen9 Intel Xeon E5-2667v3 (3.2GHz/8-core/20MB/135W) Processor Kit	\$2,050.30	\$4,100.60
32.00	726719-B21	HP 16GB (1x16GB) Dual Rank x4 DDR4-2133 CAS-15-15-15 Registered Memory Kit	\$279.30	\$8,937.60
2.00	726536-B21	HP 9.5mm SATA DVD-ROM JackBlack Gen9 Optical Drive	\$69.30	\$138.60
2.00	724865-B21	HP DL380 Gen9 Universal Media Bay Kit	\$90.30	\$180.60
2.00	512485-B21	HP iLO Advanced including 1yr 24x7 Technical Support and Updates Single Server License	\$279.30	\$558.60
8.00	652605-B21	HP 146GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive	\$248.50	\$1,988.00
2.00	719073-B21	HP DL380 Gen9 Secondary 3 Slot GPU Ready Riser Kit	\$69.30	\$138.60
2.00	749974-B21	HP Smart Array P440ar/2GB FBWC 12Gb 2-ports Int FIO SAS Controller	\$419.30	\$838.60
4.00	AJ762B	HP 81E 8Gb 1-port PCIe Fibre Channel Host Bus Adapter	\$819.00	\$3,276.00
2.00	647594-B21	HP Ethernet 1Gb 4-port 331T Adapter	\$251.30	\$502.60
2.00	665240-B21	HP Ethernet 1Gb 4-port 366FLR FIO Adapter	\$230.30	\$460.60
4.00	720479-B21	HP 800W Flex Slot Platinum Hot Plug Power Supply Kit	\$244.30	\$977.20
4.00	AF556A	HP C13 - AS3112-3 AU 250V 10Amp 2.5m Power Cord	\$7.00	\$28.00
2.00	733660-B21	HP 2U Small Form Factor Easy Install Rail Kit	\$70.00	\$140.00
2.00	H7J32A5 TT3	HP 5Yr Foundation Care NBD - ProLiant DL380 Gen9 Support	\$1,208.88	\$2,417.76
4.00	BD713AAE	VMware vSphere Enterprise 1 Processor with 3yr 24x7 Unlimited Support	\$3,368.16	\$13,472.64
1.00	POWERPATH-VE	PowerPath/VE License Solution	\$0.00	\$0.00
0	457-100-182	POWERPATH VE STD X86 T1 (2-7 CPUs)	\$1,012.07	\$4,048.28
2.00	456-103-883	PowerPath VE Host Licenses	\$0.00	\$0.00
2.00	M-PRESW-011	PREMIUM SOFTWARE SUPPORT - PLATFORM/ELM	\$930.47	\$1,860.94

Qty	Part Number	Description	Unit Price	Total Price
	CRFQ 0210	ISC1500000013		
			SUBTOTAL	\$50,779.62
			SALES TAX	\$0.00
			TOTAL	\$50,779.62

Diversatoc Resources - 10022 Cheshire Rd. - Sunbury, OH. 43074

PH: (740)965-3400 FX: (740)965-3403

MBE Certification # - MBE-0946 / Expires 12/18/2016 EDGE Certification # - EDGE-0946 / Expires 12/18/2016

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish an "Open-End" contract for the purchase of Hewlett Packard (HP) DL380 Gen9 servers "or Equal".
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. "Agency" means the West Virginia Office of Technology (WVOT).
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the items requested in this solicitation.
 - 2.3. "Contract Item" means HP DL380 Gen9 Server or Equal as more fully described by these specifications.
 - 2.4. "Factory Integrated" means to be assembled at the manufacturer's facility.
 - 2.5. "Pricing Page" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit "A", and used to evaluate the Solicitation responses.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "Vendor" means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. Vendor must be an authorized reseller of its proposed hardware. Agency reserves the right to request proof of authorization.
4. **GENERAL REQUIREMENTS:**
 - 4.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 4.1.1. Item; Hewlett Packard: HP DL380 Gen9 8SFF CTO Server or Equal
Part Number: HP 719064-B21 or Equal

**REQUEST FOR QUOTATION
VMWare Servers Purchase**

35

- 4.1.2. Item; Hewlett Packard: U.S. – English localization or Equal
Part Number: HP 719064-B21#ABA or Equal**
- 4.1.3. Item; Hewlett Packard: HP DL380 Gen9 E5-2667v3 FIO Kit or Equal.
Part Number: HP 719056-L21 or Equal**
- 4.1.4. Item; Hewlett Packard: HP DL380 Gen9 E5-2667v3 Kit or Equal
Part Number: HP 719056-B21 or Equal**
- 4.1.5. Item; Hewlett Packard: Factory integrated or Equal
Part Number: HP 719056-B21#0D1 or Equal**
- 4.1.6. Item; Hewlett Packard: HP 16GB 2Rx4 PC4-2133P-R Kit or Equal.
Part Number: HP 726719-B21 or Equal**
- 4.1.7. Item; Hewlett Packard: Factory integrated or Equal
Part Number: 726719-B21#0D1 or Equal**
- 4.1.8. Item; Hewlett Packard: HP DL380 Gen9 Universal Media Bay Kit or Equal.
Part Number: HP 724865-B21 or Equal**
- 4.1.9. Item; Hewlett Packard: HP Factory integrated Or Equal.
Part Number: HP 724865-B21#0D1 or Equal**
- 4.1.10. Item; Hewlett Packard: HP 146GB 6G SAS 15K 2.5in SC ENT HDD or Equal
Part Number: HP 652605-B21 or Equal**
- 4.1.11. Item; Hewlett Packard: HP Factory integrated, or Equal
Part Number: HP 652605-B21#0D1 or Equal**
- 4.1.12. Item; Hewlett Packard: HP 9.5mm SATA DVD-ROM Jb Gen9 Kit or Equal
Part Number: HP 726536-B21 or Equal**
- 4.1.13. Item; Hewlett Packard: HP Factory integrated or Equal
Part Number: HP 726536-B21#0D1 or Equal**
- 4.1.14. Item; Hewlett Packard: HP DL380 Gen9 Secondary 3 Slot Riser Kit or Equal
Part Number: HP 719073-B21 or Equal**
- 4.1.15. Item; Hewlett Packard: HP Factory integrated Or Equal
Part Number: HP 719073-B21#0D1 or Equal**
- 4.1.16. Item; Hewlett Packard: HP 1.83m 10A C13-UL US Pwr Cord or Equal**

REQUEST FOR QUOTATION
VMWare Servers Purchase

Part Number: HP AF556A or Equal

- 4.1.17 Item; Hewlett Packard: HP Factory integrated Or Equal
Part Number: HP AF556A #0D1 or Equal
- 4.1.18 Item; Hewlett Packard: HP Smart Array P440ar/2G FIO Controller or Equal.
Part Number: HP 749974-B21 or Equal
- 4.1.19 Item; Hewlett Packard: HP Ethernet 1Gb 4-port 331T Adapter or Equal.
Part Number: HP 647594-B21 or Equal
- 4.1.20 Item; Hewlett Packard: HP Factory integrated Or Equal
Part Number: HP 647594-B21#0D1 or Equal.
- 4.1.21 Item; Hewlett Packard: HP 1GbE 4-port 366FLR Adapter FIO Kit or Equal.
Part Number: HP 684217-B21 or Equal
- 4.1.22 Item; Hewlett Packard: HP 2U SFF Easy Install Rail Kit or Equal
Part Number: HP 733660-B21 or Equal
- 4.1.23 Item; Hewlett Packard: HP Factory integrated Or Equal.
Part Number: HP 733660-B21#0D1 or Equal
- 4.1.24 Item; Hewlett Packard: HP 81E 8Gb SP PCI-e FC HBA or Equal.
Part Number: HP AJ762B or Equal
- 4.1.25 Item; Hewlett Packard: HP Factory integrated Or Equal.
Part Number: HP AJ762B#0D1 or Equal
- 4.1.26 Item; Hewlett Packard: HP 800W FS Plat Ht. Plg. Pwr. Supply Kit or Equal.
Part Number: HP 720479-B21 or Equal
- 4.1.27 Item; Hewlett Packard: HP Factory integrated Or Equal.
Part Number: HP 720479-B21#0D1 or Equal
- 4.1.28 Item; Hewlett Packard: HP Nbd DL380 Gen9 FC Service or Equal, Proliant DL380 Gen9, 9:00 AM. EST. x5:00 PM. EST excluding State and Federal Holidays. Hardware support or Equal, next business day onsite response. 24 hour x7 day week Basic Software phone support with collaborative call management.
Part Number: HP U7AH5E or Equal
- 4.1.29 Item; Hewlett Packard: HP ILO Adv E-LTU inc 1yr TS&U SW or Equal
Part Number: HP TA850AAE or Equal

-
- 4.1.30 Item; EMC Corporation: VMware Vsphere 5 Enterprise or Equal for 1 processor SNS (Subscription and Support) is required.
Part Number: VMware VS5-ENT-C or Equal
- 4.1.31 Item; EMC Corporation: Production Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for Technical Support, 24 Hour Service, 7 Days a Week, or Equal.
Part Number: VMware VS5-ENT-3P-SSS-C or Equal
- 4.1.32 Item; EMC Corporation: PowerPath/VE License Solution or Equal
Part Number: POWERPATH-VE or Equal
- 4.1.33 Item; EMC Corporation: POWERPATH VE STD X86 T1 or Equal (2-7 CPUs)
Part Number: 457-100-182 or Equal
- 4.1.34 Item; EMC Corporation: PowerPath VE Host Licenses or Equal
Part Number: 456-103-883 or Equal
- 4.1.35 Item; EMC Corporation: PREMIUM SOFTWARE SUPPORT PLATFORM/ELM or Equal
Part Number: M-PRESW-011 or Equal

5 CONTRACT AWARD:

- 5.1 **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.
- 5.2 Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
- 5.3 Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
- 5.4 **Pricing Page:** Vendor should complete the Pricing Page and submit it as part of the bid response. 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.

5.4.1 If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission.

5.4.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Guy.L.Nisbet@wv.gov.

Vendor's who wish to respond to a Centralized Request for Quotation (CRQM) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRQM and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded buy the Buyer during the scheduled bid opening for bid evaluation.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages with your bid prior to the scheduled bid opening date and time.

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

6 ORDERING AND PAYMENT:

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

7 DELIVERY AND RETURN:

- 7.1 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 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Building 6, Room B-110, 1900 Kanawha Blvd E, Charleston, WV 25305.
- 7.2 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.
- 7.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 7.4 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.
- 7.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.

REQUEST FOR QUOTATION
VMWare Servers Purchase

- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.
- 8.2 The following remedies shall be available to Agency upon default.
- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ralph DiFRANCO / DIANE Milholland (ALTERMATE)

Telephone Number: 614-818-9741 937-536-2980

REQUEST FOR QUOTATION
VMWare Servers Purchase

Fax Number: N/A

Email Address: rdfranco@ALLINESTech.com
dmilholland@ALLINESTech.com

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 9th, 2015 at 9:00 AM. EST.

Submit Questions to: Guy Nisbet, Buyer Supervisor,
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

March 17th, 2015 at 1:30 PM. EST.

Bid Opening Date and Time:
 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

- 17. 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 award and extends for a period of one (1) 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- 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 Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be 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 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.
- 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:** In the amount of _____ or more.
 - Builders 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. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ 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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

- 29. 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>.
- 30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

- 31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.
- 34. 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.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. 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.

- 41. 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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

- d. 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.

43. 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.

EMC SOFTWARE USE RIGHTS

EMC® software products (“Software”) are licensed by EMC to customers who order directly from EMC (“Direct End-Users”) under a signature bearing agreement between EMC and the Direct End-User or under the terms of an End-User License Agreement (“EULA”) that is between EMC and the entity making productive use of the Software. The EULA is either in a hard-copy format that is shrink-wrapped to the software media packaging or stated in an electronic “click-wrap” or click-to-accept format that must be electronically accepted prior to downloading and/or installing the Software. EMC also provides Software to its Channel Partners (organizations that resell the license directly to or through additional tiers of resellers to the organization that makes productive use of the Software [“Indirect End-User”). Channel Partners are required to obtain a written, signed license with the Indirect End-User in a format that meets EMC license requirements, unless the Software is accompanied by the EMC EULA. The information in this Software Use Rights (“SUR”) document is provided to further define the license rights and limitations for Software products.

Software is licensed via a unit of measure (“UOM”) that quantifies the scope of the license rights being granted on the basis of the particular licensing model used by EMC for such Software. These licensing models are described in this document. The UOM applicable to the Software being offered pursuant to an EMC Quote may be designated in the Software product description in the EMC Quote by the codes described in the following table:

UOM Code	UOM (Unit of Measure)
CA	Registered Capacity of data measured in terabytes
CB	Raw Capacity of data measured in terabytes
CC	Usable Capacity of data measured in terabytes
FA	Foundation
FB	Foundation related Service Connector
FC	Foundation related Application Instance
FD	Foundation related Advanced Logging Instance
FE	Foundation related Service Instance
IA	Instance measured per server
IB	Instance measured per virtual machine
IC	Instance measured per storage array
ID	Instance measured per node
MA	Managed Entity measured per device
MB	Managed Entity measured per inbox or mailbox
MC	Managed Entity measured per user
PA	Process Rate measured in pages per year
UA	Named User
UB	Concurrent User
ZA	Central Processing Unit cores (quantity 1-6 cores)
ZB	Central Processing Unit cores (quantity 7-12 cores)
ZC	Individual Central Processing Unit Core

EMC SOFTWARE MODELS

REGISTERED CAPACITY MODEL

Model Description

Licensing and pricing is based upon the Registered Capacity of one or more storage array, Server, or other device(s) on which the Software is licensed for use. The Registered Capacity describes the maximum quantity of data for which the functionality of the Software is authorized for use. The total capacity of the device may exceed the Registered Capacity that the Software is licensed to operate on.

Software that is licensed on the basis of Registered Capacity is typically licensed for use only on a specifically identified storage array or other hardware device. Each storage array or other hardware device requires the purchase of (i) an initial base product (independent of Registered Capacity) and (ii) an additional quantity of add-on products that reflect the amount of Registered Capacity on which the applicable Software is authorized for use. Customers may subsequently determine they need to use the Software in connection with an amount of data that exceeds the current Registered Capacity. In such cases, customers must either purchase an appropriate number of additional licenses to cover the increase in the Registered Capacity, or purchase a new base product plus Software in instances where a capacity limitation has been reached.

Model Specific Terms and Conditions

- The purchase of a base product license plus add-on product licenses (which are measured by Registered Capacity) are both needed to use the Software product(s).

RAW CAPACITY MODEL

Model Description

Licensing and pricing is based upon the total capacity of the storage array or other devices on which the Software is licensed for use. Software licensed on the basis of Raw Capacity is typically licensed for use only on a specifically identified storage array. This model uses a “base plus capacity” approach as described in the Registered Capacity model above, where the customer purchases one base product license and then purchases incremental capacity add-on product licenses to equal the raw capacity of the system on which the Software will operate.

Model Specific Terms and Conditions

- A base product license plus add-on product licenses (which are measured by Raw Capacity) are both needed to use the Software product(s).

USABLE CAPACITY MODEL

Model Description

Licensing and pricing are based upon the Usable Capacity of one or more storage arrays, Servers, or other devices on which the Software is licensed for use. The Usable Capacity describes the maximum quantity of data for which the functionality of the Software is authorized for use. The Usable Capacity of a licensed device is calculated by EMC on the basis of the Raw Capacity minus Overhead. Raw Capacity is the total data storage capacity of a licensed device. Overhead is that portion of Raw Capacity which EMC determines is reserved for or allocated to spares, RAID types and applications running on a licensed device and on which the software functionality is not to be used.

Software that is licensed on the basis of Usable Capacity is typically licensed for use only on a specifically identified storage array or other hardware device. The Customer or EMC may subsequently make a change to the Raw Capacity, configuration, RAID level or overall environment of a licensed device that increases the Usable Capacity to an amount in excess of the quantity for which the Software has been licensed. In these cases, Customer must purchase an appropriate additional license to cover the increase in the Usable Capacity.

Model Specific Term and Conditions

- The purchase of a base product license plus add-on product licenses (which are measured by Usable Capacity) are needed to use the Software product(s).

INSTANCE MODEL

Model Description

Licensing and pricing is based upon a host machine and is characterized by the nature of the host platform. It includes servers that run a single instance, partition, or virtual machine as well as servers that run multiple instances, partitions, or virtual machines (both physical and virtual machines). (Each partition running the application constitutes an instance.) This model is intended to be used with server-based Software and Software that is licensed to a specific storage array.

Model Specific Terms and Conditions

- Server-based Software licensed in accordance with the Instance model is generally priced for a particular OS type, such as Windows, Solaris, etc.
- An Instance license may provide support for only a single application type, such as Exchange or Oracle.

MANAGED ENTITY LICENSING MODEL

Model Description

Licensing and pricing is based upon the total number of entities being managed or inspected by the Software. An entity is defined as any singular item being managed or monitored by the EMC Software and can include third-party hardware, a running instance of a software program, an abstract resource (such as an email inbox), or a user. The Software licensed under this model may be used on or with a specific entity or quantity of entities of a specified type.

Examples of physical devices include, but are not limited to: routers, switches, firewalls, load balancers, storage arrays, NAS data movers, NAS systems, blades, and IP phones.

Examples of instances of a software program include, but are not limited to: databases, volume managers, file systems, operating systems, hypervisors, backup software systems, and CMDB systems. An example of an abstract resource is an email inbox being inspected or managed by the Software product. An example of a user as a managed entity is a user that authenticates to a VPN or some other system using the Software product.

Model Specific Terms and Conditions

- **Managed Entity Metric Considerations:** Under this licensing model, some Software will be licensed by the total number of entities the Software is interacting with while other Software will be licensed for specifically identified entities.

PROCESS RATE LICENSING MODEL

Model Description

Licensing and pricing is based upon the cumulative amount of work done by the Software over a specified time period.

Model Specific Terms and Conditions

- Tiered pricing (price per mailbox decreases as the number of email mailboxes purchased increases).
- Licensing for EMC EmailXtender is limited to the sole and exclusive benefit and use of the user. License rights may not be further assigned or sublicensed to any other party for any other purpose.

NAMED USER LICENSING MODEL

Model Description

Licensing and pricing is based upon the total number of unique named users or seats accessing the Software, whether such users are actively using the Software, or accessing the Software at any given time. If a named user of the Software leaves the employ of the customer, or moves into a role that doesn't require access to the Software, the seat does not have to be relinquished by the customer, but can be reassigned to a different named user.

CONCURRENT USER LICENSING MODEL

Model Description

This model specifies the maximum number of concurrent users who are accessing the Software at any instance in time.

CENTRAL PROCESSING UNIT ("CPU") MODEL

Model Description

Licensing and pricing is based upon the total number of CPUs present in the computer upon which the Software will operate. A two-tier system is used based on the number of cores present. These two tiers can be combined as needed on CPUs with greater than 12 cores. Neither tier can be split across more than one CPU.

INDIVIDUAL CENTRAL PROCESSING UNIT (“CPU”) CORE MODEL

Model Description

Licensing and pricing is based upon the number of “Cores” on which the Software will operate. A “Core” is defined on the basis of the environment in which the Software operates.

When operating the Software in a “bare metal” environment, which means a physical machine without a hypervisor product capable of creating Virtual Machines, and excludes operation within a cloud service environment, a “Core” equals a single, computational unit of the processor.

When operating the Software in a hypervisor (Virtual Machine) environment, a “Core” equals a single unit of virtual processing power (commonly referred to as a “vCPU”) configured to each Virtual Machine. A Virtual Machine is a software container able to run its own operating system and execute applications, just as a physical computer does.

When operating the Software in a public cloud services environment, a “Core” equals a single, basic, most granular unit of computational power as defined by the cloud service provider. This may include, but is not limited to such units expressed as the number of “vCPUs,” “virtual CPUs,” “virtual cores,” and “dynos.”

FOUNDATION LICENSING MODEL

Model Description

Licensing and pricing is based upon the number of Foundations on which the Application Instances will operate. A single Foundation includes use on up to all of the virtual machines running on physical servers at one physical location owned or operated by the licensee.

SERVICE CONNECTOR LICENSING MODEL

Model Description

Licensing and pricing is based on the total number of Foundations (no more than one (1) Service Connector per Foundation) to which a licensee wishes to allow an independent application service, such as a database or a messaging system, to connect to the Foundation. A Service Connector is not needed for a Foundation if all of the information to be processed or acted upon is already housed within the applicable Foundation.

APPLICATION INSTANCE LICENSING MODEL

Model Description

Licensing and pricing is based on the total number of Application Instances that a licensee wishes to simultaneously run on the applicable Foundation or on Pivotal’s online Platform-as-a-Service offering (currently called Pivotal Web Services (“PWS”). Each Application Instance represents a single process running on a single virtual machine within the Foundation or PWS.

ADVANCED LOGGING INSTANCE LICENSING MODEL

Model Description

Licensing and pricing is based on the total number of Advanced Logging Instances that a licensee wishes to run simultaneously on the applicable Foundation. Each Advanced Logging Instance enables the licensee to track and observe the operation and execution of the single Application Instance with which it is associated.

FOUNDATION RELATED SERVICE INSTANCE LICENSING MODEL

Model Description

Licensing and pricing is based on the total number of Service Instances that a licensee wishes to simultaneously run on the applicable Foundation. Each Service Instance represents a single, unique configuration of a service (such as a database or other software or middleware) within a Foundation platform that utilizes resources (such as CPU, cores, virtual machines, memory, messaging, development and/or data storage) within the same or an another licensed Foundation.

ADDITIONAL INFORMATION

Software Access and Use Requirements

Except as otherwise agreed in writing, licenses are required for each device/user accessing or using the Software, notwithstanding any non-EMC technology used to: (i) reduce the number of devices or users the Software directly manages; (ii) pool connections; or (iii) reduce the number of devices/users accessing or using the Software.

Pure Custom Client

Per-Seat licenses of Pure Custom Client are required for each user of each software application accessing a Content Server repository and deploying full read/write access to the Content Server, including applications providing end-user access via application servers, commerce servers, Web servers, or personalization servers.

Read-Only Access

Per-Seat licenses of Read-Only Client, or Documentum Platform Bundle, which includes Read-Only entitlement, are required for each user of each software application accessing a Content Server repository and deploying read-only access to the Content Server, including applications providing access via application servers, commerce servers, Web servers or personalization servers on your behalf. Read-Only Access is limited to the following Content Server functionality only: individual login, individualized security, query/search capability, viewing of content and properties, and personalized delivery of content based on user or information and/or security. Access to the following functionality is excluded from Read-Only Access: import or creation of new content, editing of existing content or properties (check in/checkout), creation of and participation in workflows, promotion or demotion of content in a lifecycle, creation of lifecycles, or any other operation that changes the content of a Content Server repository. The customer is responsible for proper configuration of the system to ensure that Read-Only users are limited to read-only functionality via access control settings. The Documentum Platform Bundle license provides entitlement for Read-Only access using Webtop or third-party custom clients. No other Documentum clients may be used for Read-Only access.

Captiva InputAcce/(IA) and Documentum Reporting Services (DRS)

Each licensed installation of IA and DRS includes a single copy of SAP's Business Objects Crystal Reports Designer, which you may use solely in connection with your licensed use of IA or DRS, and only with data created or used by IA or DRS. You may not install more than one copy of Crystal Reports Designer per licensed installation of IA or DRS.

xPlore Software

Use of EMC's ApplicationXtender xPlore software product is only permitted with content residing in EMC's ApplicationXtender software product. No standalone use of xPlore is permitted except with the written consent of EMC.

xCP User

Single App is licensed for a Named User to access a single xCP-based application. If a user needs access to more than one xCP-based application, an additional xCP Single App license is required or the user should be licensed for the xCP User Unlimited license.

Application Specific Licensing (ASL)

Any software product EMC designates as Application Specific License products, including the underlying components of any software bundle, may only be used for the specific solution/application for which it is licensed. Use of the software or any individual components for any other purpose, including general content management functionality, is prohibited. The following is a partial list of software products designated as ASL products:

- EMC Clinical Archiving
- EMC Documentum for Life Sciences – Quality and Manufacturing
- EMC Documentum for Life Sciences – Electronic Trial Master File
- EMC Documentum for Life Sciences – Research and Development
- EMC Documentum for Life Sciences – Submissions Store and View
- EMC Engineering, Plant and Facilities Management – Asset Operations
- EMC Engineering, Plant and Facilities Management – Capital Projects
- EMC InfoArchive
- EMC Medical Image Manager
- EMC Medical Records Manager

TEMPORARY TERM EXPIRING LICENSES

Evaluation and Other Non-production Use Licenses

In certain instances and at EMC's discretion, EMC may grant a short-term license for the purpose of demonstration, evaluation, or some other non-production internal use. Such license may be issued as a 30-day license for standalone Software or a 90-day license for array-based systems Software. At the end of the temporary term, the license to use the Software expires and the Software may cease to operate. The temporary term begins once the licenses are made available (e.g., either by making the Software available for download or by delivering the CD to the customer).

Failover Expiring Licenses

Each license entitlement includes the right to run the Software on a separate computer in a failover environment for up to 30 separate days in any given calendar year for purposes of emergency management. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software. License keys for such licenses must be obtained from EMC by making a request through EMC Powerlink®.

Backup Testing Expiring License

For the purpose of testing physical copies of backups, license rights include the capability to run the Software on an unlicensed computer for up to 30 days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software.

Emergency Expiring License

EMC will allow and support the use of emergency licenses for customer critical situations, such as getting back into production in a disaster recovery situation or resolving a situation with an incorrect License Key being delivered. Each license entitlement includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the software.

Service License

EMC will allow the use of service-related licenses for customer situations in conjunction with EMC's support organization when initiated and used by EMC support personnel. The license includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year.

MOVE POLICY

A "move" of a Software license is defined as when the original licensee stops using a Software product on one system or device and begins using it on another of the licensee's own systems or devices.

Software Type	Moveable?	Comments
Operating Environment (OE)	No	Operating system-type software installed on EMC storage device or other hardware. Enables basic system functionality. This Software is licensed solely for use on the hardware device on which it is shipped; therefore, the license is not eligible to be moved to another device.
OE Application	Yes	Software applications that can only run on EMC OE Software. Move permitted, provided: Software is under maintenance; customer agrees to discontinue use of the Software on the original host system; the features, functionality, and price of the Software are the same on the new and old host systems; the source host system is technologically compatible with the target host system; any applicable move fees are paid to EMC.

Platform	Yes	<p>Software applications that run on non-EMC OE's but interacts with EMC products. Move permitted, provided: Software is under maintenance; customer agrees to discontinue use of the Software on the original EMC hardware system; the features, functionality, and price of the Software are the same on the new and old EMC hardware systems; the source EMC hardware system is technologically compatible with the target EMC hardware system; the move is not prohibited by the product support agreement; any applicable move fees are paid to EMC.</p> <p>Given the above constraints, the following additional rules apply:</p> <ul style="list-style-type: none"> • Moves from multiple systems to one system (consolidation) are allowed. • Moves from one system to two or more systems are not allowed, as a software license is indivisible. • Moving a raw capacity license to a second system for use as a registered capacity license is not allowed and vice versa.
Host Application	Yes	<p>Software which is not designed solely for installation and use on an EMC storage device, but which runs on a standalone server, an appliance or some other hardware device. Move permitted, provided: Software is under maintenance; customer agrees to discontinue use of the Software on the original host system; the features, functionality, and price of the Software are the same on the new and old host systems; the source host system is technologically compatible with the target host system; any applicable move fees are paid to EMC.</p>

TRANSFER POLICY

“Transfer” of a Software license is defined as when the original licensee has stopped using a Software product and wants to sell or otherwise transfer the rights to use the Software to a secondary purchaser. EMC does not allow transfers under any circumstances; in all cases, the secondary purchaser must purchase a new license to run the Software.

EMC², EMC, Captiva, Documentum, EmailXtender, InputAccel, Powerlink, and the EMC logo are registered trademarks or trademarks of EMC Corporation in the United States and other countries. All other trademarks used herein are the property of their respective owners. © Copyright 2012, 2013, 2014, 2015 EMC Corporation. All rights reserved. Published in the USA.
483.13 Rev. February 9, 2015 Handout



VMware, Inc. Support and Subscription Services "SnS" Terms and Conditions (For On-Premise Software Products)

VMware, Inc., a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable ("VMware"), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the "Services") to the Customer, per the terms of this Agreement (the "Agreement") and as set forth at the VMware Support Services Website, at <http://www.vmware.com/support/services/>. The applicable VMware entity, Effective Date, Software, and Services level will be set forth on the applicable enterprise license agreement, SnS order form, Customer's purchase Order, or, if Customer has purchased support on a per-incident basis ("Per Incident"), in the registration form completed by Customer upon such purchase (collectively the "Order").

1. Definitions.

1.1 "Error" means a failure in the Software to materially conform to the specifications described in the applicable product documentation ("Documentation").

1.2 "Modified Code" means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Services on the applicable VMware price list.

1.3 "Services Fees" means the fees for Services specified in a corresponding VMware or reseller invoice.

1.4 "Services Period" means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence: (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

1.5 "Severity" is a measure of the relative impact an Error has on the use of the Software, as defined by VMware, and assigned by Customer when opening a Support request. The following Severity levels apply to all Software:

(a) "Severity One" means Customer's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer's business operations have been severely disrupted.

(b) "Severity Two" means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) only a temporary workaround is available.

(c) "Severity Three" means a partial, non-critical loss of functionality of the software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

(d) "Severity Four" means general usage questions and cosmetic issues, including errors in the Documentation.

1.6 "Software" means software offered on the VMware price list, and all components shipped with the Software, including Open Source components.

1.7 "Subscription Services" means the provision of Maintenance Releases, Minor Releases and Major Releases (each defined below), if any, to the Software, as well as corresponding Documentation, to Customer.

(a) "Maintenance Release" or "Update" means a generally available release of the Software that typically provides maintenance corrections only or high severity bug fixes, designated by VMware by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).

(b) "Minor Release" means a generally available release of the Software that (i) introduces a limited amount of new features, functionality and minor enhancements; (ii) fixes for high severity and high priority bugs identified in the current release, and (iii) is designated by VMware by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

(c) "Major Release," also known as an "Upgrade," means a generally available release of the Software that (i) contains functional enhancements and extensions, (ii) fixes for high severity and high priority bugs, and (iii) is designated by VMware by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.8 "Technical Support" means the provision of telephone or web-based technical assistance by VMware to Customer's technical contact(s) with respect to installation, Errors and technical product problems, at the corresponding Services level purchased by Customer.

1.9 "Third Party Products" means any software or hardware that is manufactured by a party other than VMware and is either: (i) not delivered with the Software; or (ii) not incorporated into the Software.



2. Service Terms.

2.1 Provision of Services. Subject to the terms of this Agreement, VMware shall, during the Services Period, provide Customer with Services at the applicable Services level purchased.

2.2 End of Availability. VMware may, at its discretion, decide to retire Software and/or Services from time to time ("End of Availability"). VMware shall publicly post for all customers notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Services, at <https://www.vmware.com/support/policies/lifecycle.html>. VMware shall have no obligation to provide Services for Software that is outside of the applicable Service life.

2.3 Purchase Requirements.

(a) Except as otherwise provided for by VMware, Customer may purchase initial Services only for the most current, generally available release of the Software.

(b) Customer must purchase and/or renew Services at the same Services level for all of the licenses for a particular Software product or suite that has been installed in a given environment, such as Test, Development, QA, or Production (i.e. Customer cannot purchase Production level support for only one license of vSphere in its lab and purchase Basic level support for the other vSphere licenses in that environment).

(c) Except as otherwise provided in the applicable price list, the minimum term for any Service offering is one (1) year.

(d) These Services Terms and conditions will automatically update to VMware's then-current Services terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf upon any renewal of Services.

2.4 Exclusions.

(a) Services do not cover problems caused by the following:

(i) unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use;

(ii) use of the Software that deviates from any operating procedures as specified in the Documentation;

(iii) Third Party Products, other than the interface of the Software with the Third Party Products;

(iv) Modified Code;

(v) issues relating to Software offered as a Service ("SaaS"), or other "X"aaS offerings;

(vi) any customized deliverables created by VMware, VMware partners or third-party service providers specifically for Customer as part of consulting services;

(vii) use of the Software with unsupported tools (i.e., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation. Customer may request assistance from VMware for such problems, for an additional fee.

(b) In the event that VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion,

(i) request that the Modified Code be removed, and/or

(ii) inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

2.5 Customer Responsibilities.

VMware's obligations regarding Services are subject to the following:

(a) Customer agrees to receive from VMware communications via e-mail, telephone, and other formats, regarding Services (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software and training options).

(b) Customer's technical contact shall cooperate to enable VMware to deliver the Services.

(c) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

(d) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly after receipt.



(e) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting VMware for Technical Support. VMware is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.

(f) Customer will have dedicated resources available to work 24X7 on Severity One Errors.

3. Services Offerings and Fees.

3.1 Services Fee Terms.

(a) Services Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period. Services Fees are specified in the applicable price list and are non-refundable.

(b) In the event that Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all of its Software Licenses coterminous with the renewed or added Services. In such case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.

(c) For Software that is licensed on a perpetual basis, if a Customer purchases Services after acquiring the Software Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

(d) In cases where Customer purchases a License to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original License will be converted and used to extend the Services Period for the newly purchased upgraded License. This paragraph (d) shall not apply to enterprise license agreements.

3.2 Advanced and Complimentary Offerings.

(a) Certain Services (e.g., Business Critical Support and Mission Critical Support) require that Customer also purchase a base level of support. See the applicable price list for details.

(b) VMware may offer complimentary Services, including VMware Complimentary Update Services for certain Software, as more fully described at the VMware Technical Support Services website. "VMware Complimentary Update Services" means the provision of Maintenance Releases and Minor Releases, if any, to Customer. This VMware Complimentary Update Service does not include the provision of any Major Releases.

(c) Services for Software made available under open source licenses may be subject to additional policies located at <https://www.vmware.com/support/policies/opensource.html>.

4. Miscellaneous Terms

4.1 Payment Terms. VMware will invoice Customer for Services promptly following Customer's purchase. All invoices issued hereunder by VMware are due and payable within thirty (30) days of the date of the invoice. By placing an order for Services, Customer represents that Customer is authorized pursuant to applicable laws and regulations to commit to payment prior to completion of the Services Period, as set forth herein. Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware). Amounts not paid on time are subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. If payment of any Services Fee is overdue, VMware may also suspend performance until such delinquency is corrected.

4.2 Limited Warranty. VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

4.3 Limitation of Liability. TO THE MAXIMUM EXTENT MANDATED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT



ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

4.4 Termination. VMware may terminate the Agreement and all Services at any time if (1) it is discovered that Customer is currently in breach of its Software license restrictions, pursuant to Customer's Software license or (2) Customer is in material breach of this Agreement.

4.5 Data Protection. Customer acknowledges that correspondence and log files generated in conjunction with a request for Services may contain sensitive, confidential or personal information. Customer is solely responsible for taking the steps it considers necessary to protect such data, including obscuring the logs or otherwise guarding such information prior to sending it to VMware.

4.6 Other. Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware. This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer, and supersedes all prior written or oral communications, understandings and agreements. This Agreement may not be amended except in a written document signed by both parties. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms are hereby rejected by VMware. Customer agrees that purchase orders do not have to be signed to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support guide found at https://www.vmware.com/files/pdf/support/tech_support_guide.pdf and the policies located at <https://www.vmware.com/support/policies/index/> are the governing versions of such documents/policies; any translation into other languages is for convenience only. VMware may update the Technical Support guide and support policies periodically, without prior notice.

VMWARE END USER LICENSE AGREEMENT

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT (“EULA”). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

EVALUATION LICENSE. If You are licensing the Software for evaluation purposes, your use of the Software is only permitted in a non-production environment and for the period limited by the Software License Key. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided “AS-IS” without support or warranty of any kind, expressed or implied.

1. DEFINITIONS

- 1.1 **“Documentation”** means, collectively, the operation instructions, release notes, user manuals and/or help files for the Software in electronic or written form.
- 1.2 **“Guest Operating Systems”** means instances of third-party operating systems licensed separately by You and installed in a Virtual Machine.
- 1.3 **“Software”** means software products that are licensed to You under this EULA, including, but not limited to, any related components purchased or provided with the Software, Documentation, and any maintenance releases thereto.
- 1.4 **“Software License Key”** means a valid serial number issued to You to activate and use the Software.
- 1.5 **“Open Source Software”** means various software components including open source software, that may be part of the Software, each licensed to You under its own applicable license terms and conditions, which can be found in the open_source_licenses.txt file, the Documentation or as applicable, the corresponding source files for the Software available at http://www.vmware.com/download/open_source.html.
- 1.6 **“Virtual Machine”** means a software container that can run its own operating system and execute applications like a physical machine.

2. GRANT AND USE RIGHTS FOR SOFTWARE

- 2.1 **License Grant.** The Software is licensed, not sold. Subject to the terms of this EULA, VMware grants You a non-exclusive, non-transferable license, without rights to sublicense, to use the Software in the country where You are invoiced in accordance with the Documentation and the VMware license model (per device, per processor, per server, per single user, per virtual machine,

or any other VMware approved license model) specified in Section 8 of this EULA for which You have paid the applicable license fees. If You were invoiced in the European Union for the Software, You may use that Software in any of the European Union member states. For VMware Workstation and Fusion, You may use the Software without the invoice-country restriction. You may allow third party consultants or contractors to access and use the Software on Your behalf solely for Your internal business operations, provided, they are bound by an agreement with You protecting VMware's intellectual property with terms no less stringent than this EULA and You ensure that such third party use of the Software complies with the terms of this EULA. You may make one backup, unmodified copy of the Software solely for archival purpose. If You upgrade or exchange the Software from a previous validly licensed version, You must cease use of the prior version of that Software. You agree to provide written certification of destruction of the previous version of the Software upon VMware's request.

- 2.2 **Restrictions.** Except as expressly permitted by this EULA or by applicable law, You may not (i) sell, lease, assign, license, sublicense, distribute or otherwise transfer in whole or in part the Software; (ii) permit any use of or access to the Software by any third party, (iii) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party, except that, for the purposes of this Section 2.2(iii), You may use the Software to deliver hosted services to Your affiliates that are directly or indirectly controlled by, or are under common control with You. "Control" in this Section 2.2(iii) means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity; (iv) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software; (v) modify or create derivative works based upon the Software; or (vi) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions in the Software. If You wish to exercise any rights to reverse engineer to ensure interoperability in accordance with applicable law, You must first provide VMware with written notice and all reasonably requested information to info@vmware.com within 30 days and permit VMware to assess your claim and, at VMware's sole discretion, to make an offer to provide alternatives that reduce any adverse impact on VMware's intellectual property or other rights.
- 2.3 **VMware Tools.** You may use or distribute the suite of utilities and drivers that may be part of the Software ("VMware Tools") to any third party provided that (i) You only distribute the VMware Tools as a whole in object code format, whether or not as part of the Virtual Machine You create with the Software; and (ii) You agree to indemnify, hold harmless, and defend VMware from and against any claims or lawsuits, including attorneys' fees, that relate to your distribution of VMware Tools.
- 2.4 **Benchmarking.** You may use the Software to conduct internal performance testing and benchmarking studies, the results of which only You may publish or publicly disseminate, provided that VMware has reviewed and approved of the methodology, assumptions and other parameters of your testing and studies. Please contact VMware at benchmark@vmware.com to request such review. For VMware Workstation and Fusion benchmarks, You may publish or publicly disseminate the results without VMware's prior review and approval.
- 2.5 **Third-party Software.** You are responsible for separately obtaining and complying with any licenses necessary to operate third-party software, including but not limited to, Guest Operating Systems and application programs which the Software enables You to run.
- 2.6 **Data Collection and Privacy.** You agree that VMware may collect, use, store and transmit technical and related information about your use of the Software which may include internet

protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics (“**Collected Data**”) to facilitate the provisioning of updates, support, invoicing or online services to You. Collected Data is subject to VMware’s Privacy Policy at <http://www.vmware.com/help/privacy.html> .

- 2.7 **Audit Rights.** During the term of this EULA and for two (2) years after termination or expiration of the EULA or support and subscription services for the applicable Software has expired, You agree to maintain accurate records as to your installation and use of the Software, sufficient to provide evidence of compliance with the terms of this EULA. VMware, or an independent third party designated by VMware, may audit, upon written notice to You, your books, records, and computing devices to determine your compliance with this EULA and your payment of the applicable license and support services fees, if any, for the Software. VMware may conduct no more than one (1) audit in any twelve (12) month period. In the event that any such audit reveals an underpayment by You of more than five percent (5%) of the license amounts due to VMware in the period being audited, or that You have breached any term of the EULA, then, in addition to paying to VMware any underpayments for Software licenses and Support and Subscription (“SnS”) fees and any other remedies VMware may have, You will promptly pay to VMware the audit costs incurred by VMware.
3. **TITLE.** VMware retains all right, title, and interest in and to the Software, the Software License Key(s) and all related intellectual property rights. VMware retains all rights not expressly granted to You in this EULA.
4. **SUPPORT AND SUBSCRIPTION SERVICES.** Except as expressly specified in Section 8 of this EULA, VMware does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to VMware’s then-current Support and Subscription Contract Terms and Conditions.
5. **TERMINATION.** VMware may terminate this EULA immediately upon notice if You fail to comply with any term of this EULA. In the event of termination, You must remove and destroy all copies of the Software and Software License Key(s), including all backup copies, from the server and all computers and terminals You own, possess or control and on which the Software is installed. Any obligations to pay fees incurred prior to termination and Sections 1, 2, 3, 6, and 7 of this EULA shall survive termination for any reason.
6. **LIMITED WARRANTY AND LIMITATION OF LIABILITY**
 - 6.1 **Limited Warranty.** VMware warrants that (i) the physical media, if any, on which the Software is delivered will be free of defects in materials and workmanship; and (ii) that the Software will substantially conform to the functional description set forth in the standard Documentation accompanying the Software for a period of 90 days after the date of delivery of the Software License Key to You (“**Warranty Period**”). If the physical media is defective and is returned to VMware within the Warranty Period, your exclusive remedy will be VMware’s option to repair or replace the defective physical media.. To return the defective physical media, send an email to sales@vmware.com to request a return authorization number. If during the Warranty Period the Software does not substantially conform to the functional description set forth in the Documentation, your exclusive remedy will be that VMware shall, at its sole option, correct the defects in the Software or refund the license fees You paid, if any, for the Software provided that (i) the Software has been properly installed and used at all times and in accordance with the

Documentation; (ii) no modification, deletion or addition has been made to the Software by persons other than VMware or its authorized representative; and (iii) VMware receives written notice of the non-conformity within the Warranty Period. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, TO THE MAXIMUM EXTENT MANDATED BY LAW, VMWARE AND ITS LICENSORS PROVIDE THE SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU, AND VMWARE AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.2 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL VMWARE AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. VMWARE'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES YOU PAID FOR THE SOFTWARE, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER VMWARE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. GENERAL

7.1 **Entire Agreement.** This EULA represents the entire agreement between the parties with respect to the Software, and supersedes any prior or contemporaneous oral or written agreements concerning the subject matter contained herein.

7.2 **Headings.** Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

7.3 **Waiver and Modification.** No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written agreement executed by the party against which it is asserted.

7.4 **Severability.** If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

7.5 **Export Controls.** The Software is of United States origin and is provided subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Without limiting the foregoing, you agree that (1) you are not, and are not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of, Cuba, Iran, North Korea, Sudan, or Syria, or any other country to which the United States has prohibited export transactions; (2) you are not, and are not acting on behalf of, any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (3) you will not use the Software for, and will not permit the Software to be used for, any purposes prohibited by law, including, without

limitation, for any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

- 7.6 **U.S. Government Restricted Rights.** The Software and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software by the U.S. Government shall be governed solely by the terms of this EULA.
- 7.7 **Governing Law.** This EULA is governed by the laws of the State of California, United States of America, unless mandated by other law. The United Nations Convention for the International Sale of Goods shall not apply.
- 7.8 **Contact Information.** Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. If You have any questions concerning this EULA, please send an email to info@vmware.com.
8. **SOFTWARE-SPECIFIC TERMS AND CONDITIONS.** In addition to the above sections, the Software is subject to the following terms and conditions. In the event of any conflict between the Software-specific terms and conditions and sections 1-7 of the EULA, the Software-specific terms and conditions shall control.

VMware vSphere

“**Processor**” means a single, physical chip that houses a central processing unit that can execute computer programs.

“**Server**” means a hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system.

“**vRAM**” means the virtual memory configured to a single Virtual Machine.

Additional License Terms

You may install and use the Software on a Server that contains up to the maximum number of Processors for which you have paid the applicable license fees.

Hosting Rights and Restrictions. Notwithstanding anything to the contrary in this EULA, You may use the Software to deliver “internally developed applications” as a service to third parties via an internal or external network. An “internally developed application” is: (i) a computer application that You have created or developed, and (ii) a third party computer application(s) that (a) is ancillary to your application-based service, and (b) cannot be accessed directly by end users of your application-based service. Except as expressly provided in this paragraph and Section 2.2 of the EULA, the use of the Software for any other types of hosting or for the benefit of any third-party in any manner is strictly prohibited unless You are an authorized participant in a VMware program that is governed by a separate set of terms and conditions, which authorizes such activity.

vRAM Limitation. Your vRAM entitlement per Processor is determined by the edition of the Software that You have licensed and the total amount of configured vRAM cannot exceed the available amount of vRAM specified by the Software edition.

Pooling of vRAM. Subject to Section 2.1 of this EULA, You may aggregate the total amount of vRAM licensed for all vSphere licenses (the “**Pool**”), as long as those vSphere licenses are: (1) all of the same edition, and (2) all managed by a single instance of vCenter Server or by multiple vCenter Servers operating in linked mode. The 365-day moving average of “Daily vRAM Usage” cannot exceed the aggregate total licensed vRAM for the vSphere licenses in the Pool (“**Moving Average Restriction**”).

“Daily vRAM Usage” means the maximum amount of vRAM configured to all powered-on Virtual Machines in a Pool, in aggregate, that is recorded at any time during a day. For purposes of calculating Daily vRAM Usage, the amount of vRAM configured to each individual Virtual Machine is deemed to be the lesser of (a) the amount of virtual memory actually configured to such Virtual Machine, or, (b) 96 gigabytes.

If at any given time when the configured vRAM exceeds the available amount of vRAM, You must purchase additional Software licenses based on the difference between 1) the highest amount of vRAM configured and 2) the available vRAM in order to remain compliant with the vRAM limitation.

vStorage API for Array Integration (VAAI). You may use storage arrays that are certified for VAAI only with VMware vSphere Enterprise or Enterprise Plus editions.

Third Party Multipathing. You may use multipathing extensions module only with VMware vSphere Enterprise or Enterprise Plus editions.

vSphere Auto Deploy. You may use this feature only if You have licensed vSphere Enterprise Plus edition.

vSphere View Accelerator. You may use this feature only if You have licensed vSphere Enterprise Plus edition.

VMware vSphere Essentials and VMware vSphere Essentials Plus (collectively, the “**Essentials Kit**”)

In addition to the above license terms, You may install and use vSphere, included in the Essential Kit for up to three (3) Servers, with each Server having up to two (2) Processors.

Notwithstanding the terms of the Moving Average Restriction set forth above, the amount of vRAM managed by the VMware vCenter Server included with the Essentials Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware vSphere Essentials for Retail and Branch Offices and VMware vSphere Essentials Plus for Retail and Branch Offices (collectively, the “**ROBO Kit**”)

In addition to the above license terms, You may install and use vSphere, included in the ROBO Kit for up to three (3) Servers per physical building, with each Server having up to two (2) Processors.

The number of physical buildings with Servers may not exceed the number of ROBO Kit licenses purchased.

Notwithstanding the terms of the Moving Average Restriction set forth above, the amount of vRAM managed by the VMware vCenter Server included with the ROBO Kit cannot exceed 192 GB of vRAM in its Pool at any time.

VMware vSphere Hypervisor

You may only install and use vSphere Hypervisor on a Server that has up to 32GB of physical RAM and the vRAM entitlement for each Server is limited to 32 gigabytes.

VMware vSphere Desktop

You may only install and use vSphere Desktop to host (i) a virtual desktop infrastructure for up to the number of Desktop Virtual Machines (as defined below in VMware View) for which You have paid the applicable license fees, and (ii) associated desktop management and monitoring tools. vSphere Desktop is not subject to a vRAM limitation.

VMware View

"Desktop Virtual Machine" is a hosted Virtual Machine with one of the following Windows operating systems: XP, Vista, and 7.

"Powered On Desktop Virtual Machine" means a Desktop Virtual Machine receiving a remote connection from a device or running locally on a device.

In addition to the above license terms, You may use the Software for up to the total number of Powered On Desktop Virtual Machines for which You have paid the applicable license fees. The VMware vSphere, included in any VMware View edition, is not subject to a vRAM limitation, and your use of vSphere for VMware View is limited to hosting Desktop Virtual Machines and running VMware products which are included in the applicable View edition, or third party connection brokers and desktop management and monitoring tools. Your use of individual features included in a specific View edition is limited to that edition. The use of individual features interchangeably between View editions is strictly prohibited.

Customers who (i) purchased licenses for vSphere 4.x (or previous versions) prior to September 30, 2011, (ii) use such licensed software to host Desktop Virtual Machines or desktop management and monitoring tools, and (iii) hold current SnS agreements covering such licensed software, may upgrade to vSphere 5.0 while retaining their current licensing metric and associated restrictions and will not be required to adopt the vRAM restricted per-processor licensing model. Desktop licenses covered by this provision, however, may not be managed by the same instance of Virtual Center which is being used to manage non-Desktop Virtual Machines.

ADDENDUM

All instances of VMware vSphere must be installed and remain on the HP Networking hardware on which it was originally licensed and installed, unless the hardware is replaced due to warranty issues. VMware vSphere cannot be transferred from or moved between hardware.

**Printed in Singapore
October 2011**

**HP Part Number
5998-2848**



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 Vendor Preference, if applicable.

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: DIVERSATEC RESOURCES, INC.

Signed: Ralph M. Franco

Date: 3-13-15

Title: SR. ENTERPRISE ACCOUNT MANAGER

RFQ No. ISC1500000013

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name DIVERSATEC RESOURCES, INC

Authorized Signature: Ralph Di Franco Date: 3-13-15

State of Ohio

County of Delaware to-wit:

Taken, subscribed, and sworn to before me this 13th day of March, 2015

My Commission expires October 1, 2018



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

NOTARY PUBLIC Anne Kramer

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

DIVERSTATEC RESOURCES, INC.

(Company)

Ralph DiFranco Sr. Account Manager

(Authorized Signature) (Representative Name, Title)

614-818-9741 740-965-3403 3-11-15

(Phone Number) (Fax Number) (Date)