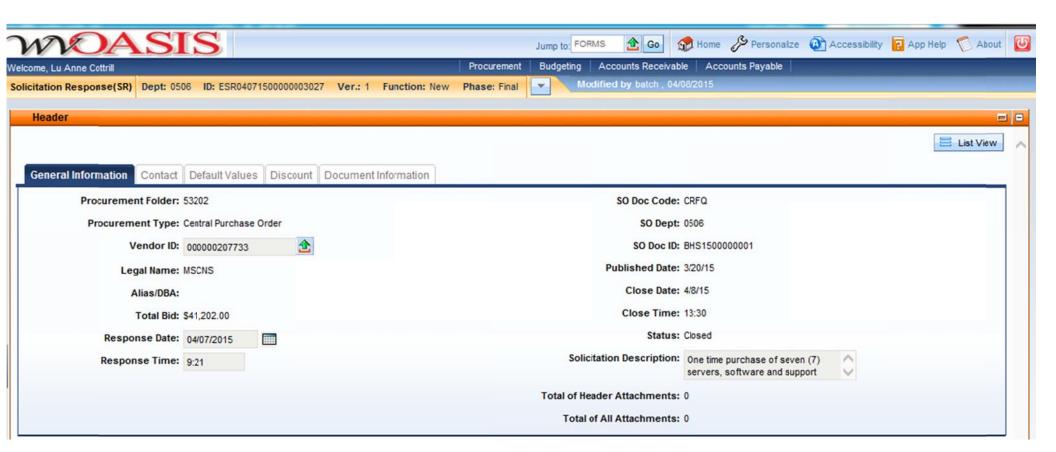


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





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

State Of West Virginia Solicitation Response

Proc Folder: 53202

Solicitation Description: One time purchase of seven (7) servers, software and support

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-08 13:30:00	SR 0506 ESR04071500000003027	1

VENDOR	
000000207733	
MSCNS	

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick (304) 558-0067 robert.p.kilpatrick@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server or equal	1.00000	EA	\$5,886.00	

Comm Code	Manufacturer	Specification	Model #	
43211501				

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server or equal	1.00000	EA	\$5,886.00	

Comm Code	Manufacturer	Specification	Model #	
43211501				

Extended Description:

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server or equal	1.00000	EA	\$5,886.00	

Comm Code	Manufacturer	Specification	Model #	
43211501				

Extended Description:

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server or equal	1.00000	EA	\$5,886.00	

Comm Code	Manufacturer	Specification	Model #	
43211501				

Extended Description:

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server or equal	1.00000	EA	\$5,886.00	

Comm Code	Manufacturer	Specification	Model #	
43211501				

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server or equal	1.00000	EA	\$5,886.00	

Comm Code	Manufacturer	Specification	Model #	
43211501				

Extended Description:

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server or equal	1.00000	EA	\$5,886.00	

Comm Code	Manufacturer	Specification	Model #	
43211501				

Extended Description:

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.

ПТе	rm Contr	ract						
	Initial	Contract	Term: and	This extends	Contract for a peri	becomes		on
	year(s).							
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Do	cument ur		goods cont	racted for	or have been		uance of the A out in no event	
☐ Otl	her: See a	ttached.		·				

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

more or less than the quantities shown.

- 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.
r n	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.
r T	ABOR/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.
Vende Any of bond replace bond	or may provide certified checks, cashier's checks, or irrevocable letters of credit. Certified check, cashier's check, or irrevocable letter of credit provided in lieu of a must be of the same amount and delivered on the same schedule as the bond it ces. A letter of credit submitted in lieu of a performance and labor/material payment will only be allowed for projects under \$100,000. Personal or business checks are ceptable.
У	MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) ear maintenance bond covering the roofing system. The maintenance bond must be ssued and delivered to the Purchasing Division prior to Contract award.
	NSURANCE: The apparent successful Vendor shall furnish proof of the following assurance prior to Contract award and shall list the state as a certificate holder:
[Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
C	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.
compl	KERS' COMPENSATION INSURANCE: The apparent successful Vendor shall y with laws relating to workers compensation, shall maintain workers' compensation nee when required, and shall furnish proof of workers' compensation insurance upon t.
protest lowest forfeite purpos needle Purcha check with a	GATION BOND: The Director reserves the right to require any Vendor that files a of an award to submit a litigation bond in the amount equal to one percent of the bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be ed if the hearing officer determines that the protest was filed for frivolous or improper e, including but not limited to, the purpose of harassing, causing unnecessary delay, or se expense for the Agency. All litigation bonds shall be made payable to the sing Division. In lieu of a bond, the protester may submit a cashier's check or certified payable to the Purchasing Division. Cashier's or certified checks will be deposited and held by the State Treasurer's office. If it is determined that the protest has not been or frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. LIQU	IDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
for N/	ause shall in no way be considered exclusive and shall not limit the State or Agency's
	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 an y 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	c. 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 <u>purchasing requisitions@wv.gov</u> .

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 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.

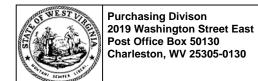
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

CERTIFICATIONAND 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.

Foundation for Inde	pendent Living o	lba MSCNS	
(Company)			
(R)	Bryan	Johnson, COO	
(Authorized Sig	nature) (Repre	esentative Name	, Title)
3047813410	3047816774	04/06/2015	

(Phone Number) (Fax Number) (Date)



State of West Virginia Request for Quotation

21 — Info Technology

Proc Folder: 53202

Doc Description: One time purchase of seven (7) servers, software and support

Proc Type: Central Purchase Order

Version **Date Issued Solicitation Closes Solicitation No** 2015-03-20 2015-04-08 **CRFQ** 0506 BHS1500000001 1 13:30:00

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Foundation for Independent Living dba MSCNS 821 4th Ave Huntington, WV 25701 3047813410

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick (304) 558-0067

robert.p.kilpatrick@wv.gov

Signature X FEIN # 550717488 **DATE** 04/06/2015

Page: 1

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

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO			
PURCHASING AGENT - 304	1-356-4802	PROCUREMENT OFFICE	PROCUREMENT OFFICER - 304-789-2411		
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	ESOURCES		
BBH/HF		HOPEMONT HOSPITAL (HOPEMONT HOSPITAL CENTRAL RECEIVING		
350 CAPITOL ST, RM 350		150 HOPEMONT DR			
CHARLESTON	WV25301-3702	TERRA ALTA	WV 26764-7728		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dell PowerEdge T430	1.00000	EA	\$5,886.00	\$5,886.00
	ŭ				, ,

Comm Code	Manufacturer	Specification	Model #	
43211501	Dell	SEE ATTACHED	T430	

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-48	02	PROCUREMENT OFFICER - 304-529	5-7801
HEALTH AND HUMAN RESOURCES	5	HEALTH AND HUMAN RESOURCES	8
BBH/HF		MILDRED MITCHELL-BATEMAN HO	SPITAL
350 CAPITOL ST, RM 350		1530 NORWAY AVE	
CHARLESTON	WV25301-3702	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Dell PowerEdge T430	1.00000	EA	\$5,886.00	\$5,886.00

Comm Code	Manufacturer	Specification	Model #	
43211501	Dell	SEE ATTACHED	T430	

Extended Description:

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356	6-4802	PROCUREMENT OFFICER - 304-6	375-0860
HEALTH AND HUMAN RESOUF	RCES	HEALTH AND HUMAN RESOURCE	ES
BBH/HF		BHHF LAKIN HOSPITAL	
350 CAPITOL ST, RM 350		11522 OHIO RIVER RD	
CHARLESTON	WV25301-3702	WEST COLUMBIA	WV 25287
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Dell PowerEdge T430	1.00000	EA	\$5,886.00	\$5,886.00
	20 01.0. 2age 1.00	1.0000		40,000.00	ψο,οσοίσο

Comm Code	Manufacturer	Specification	Model #
43211501	Dell	SEE ATTACHED	T430

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-48	302	PROCUREMENT OFFICER - 304-363	3-2500
HEALTH AND HUMAN RESOURCE	S	HEALTH AND HUMAN RESOURCES	3
BBH/HF		JOHN MANCHIN, SR HEALTH CARE	<u>:</u>
350 CAPITOL ST, RM 350		401 GUFFEY ST	
CHARLESTON	WV25301-3702	FAIRMONT	WV 26554
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Dell PowerEdge T430	1.00000	EA	\$5,886.00	\$5,886.00

Specification	Model #	
SEE ATTACHED	T430	
	SEE ATTACHED	SEE ATTACHED T430

Extended Description:

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304	-356-4802	PROCUREMENT OFFICE	R - 304-256-6600
HEALTH AND HUMAN RESO	DURCES	HEALTH AND HUMAN RE	
350 CAPITOL ST, RM 350		105 SOUTH EISENHOWE	
350 CAPITOL 31, KW 350		103 300 TH EISENHOWE	ER DR
CHARLESTON	WV25301-3702	BECKLEY	WV 25801
US		US	

	ce Total Price
5 Dell PowerEdge T430 1.00000 EA \$5,886	.00 \$5,886.00

Comm Code	Manufacturer	Specification	Model #	
43211501	Dell	SEE ATTACHED	T430	

Extended Description:

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-3	356-4802	PROCUREMENT OFFIC	CER - 304-269-1210
HEALTH AND HUMAN RESO	URCES	HEALTH AND HUMAN	RESOURCES
BBH/HF		WILLIAM R SHARPE JF	R HOSPITAL
350 CAPITOL ST, RM 350		936 SHARPE HOSPITA	IL RD
CHARLESTON	WV25301-3702	WESTON	WV 26452
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Dell PowerEdge T430	1.00000	EA	\$5,886.00	\$5,886.00

Comm Code	Manufacturer	Specification	Model #	
43211501	Dell	SEE ATTACHED	T430	

HP ProLiant ML350p Gen8 Hot Plug 8 CTO Tower Server, part number 652065-B21 or equal, this will include all equipment contained in Section 3.1.1 of the attached specifications.

INVOICE TO		SHIP TO	
PURCHASING AGENT - 304-356-48	02	PROCUREMENT OFFICER - 304-436	6-8708
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BBH/HF		WELCH COMMUNITY HOSPITAL	
350 CAPITOL ST, RM 350		454 MCDOWELL ST	
CHARLESTON	WV25301-3702	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Dell PowerEdge T430	1.00000	EA	\$5886.00	\$5,886.00

Comm Code	Manufacturer	Specification	Model #
43211501	Dell	SEE ATTACHED	T430

Extended Description:

	Document Phase	Document Description	Page 5
BHS1500000001	Final	One time purchase of seven (7) servers,	of 5
		software and support	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

RFQ No.		

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 exceed 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: Foundation for Independent Living dba MSCNS

Authorized Signature:

Date: 04/06/2015

State of West Virginia

County of Label , to-wit:

Taken, subscribed, and sworn to before me this 6 day of 1, 20 5.

My Commission expires Agust 20 , 20 9.

AFFIX SEAL HERE

NOTARY PUBLIC Supplementation of the product of the produ



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

Division	ance with the <i>west virginia Code.</i> This certificate for application is to be used to request such preference. The Purchasing n 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. X	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.
requiren against:	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true surate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Signed:

Title: COO

Foundation for Independent Living dba MSCNS

Date: 04/06/2015



Description	Quantity
PowerEdge T430 Server (210-ADLR)	7
PowerEdge T430 Motherboard (329-BCBO)	7
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	7
Dell Hardware Limited Warranty Plus On Site Service Extended Year (955-9041)	7
Dell Hardware Limited Warranty Plus On Site Service (978-9564)	7
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Ext to 4 Year (978-9627)	7
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year (978-9630)	7
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 5 Year (978-9646)	7
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	7
On-Site Installation Declined (900-9997)	7
Declined Remote Consulting Service (973-2426)	7
US Order (332-1286)	7
Keep Your Hard Drive, 5 Year (980-3634)	7
PowerEdge T430 Shipping (340-AMPV)	7
On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks and Blades) (542-BBBP)	7
iDRAC Port Card (330-BBEH)	7
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	7
OpenManage Essentials, Server Configuration Management (634-BBWU)	7
Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration (321-BBOS)	7
Security Bezel (325-BBLH)	7
Performance BIOS Settings (384-BBBL)	7
UEFI BIOS (800-BBDM)	7
Unconfigured RAID for H330/H730/H730P (1-16 HDDs or SSDs) (780-BBNR)	7
PERC H730 Controller, 1GB NV Cache (405-AAGJ)	7
Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) Max Mem 1866MHz (338-BFFO)	7
Upgrade to Two Intel Xeon E5-2640 v3 2.6GHz,20M Cache,8.00GT/s QPI,Turbo,HT,8C/16T (90W) (374-BBGV)	7
8GB RDIMM, 2133MT/s, Dual Rank, x8 Data Width (370-ABUJ)	14
2133MT/s RDIMMs (370-ABUF)	7
Performance Optimized (370-AAIP)	7
1.2TB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive.3.5in HYB CARR.13G (400-	35

AEFV)	
Electronic System Documentation and OpenManage DVD Kit for T430 (343-BBDS)	7
DVD-ROM, SATA, Internal (429-AAPT)	7
No Rack Rails, No Cable Management Arm, No Casters (770-BBCR)	7
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-AEHH)	7
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	14
Podundent Fon Dell PowerEdge T420 (750 AACK)	_
hedulidani Fan, Deli FowerEdge 1430 (750-AAGK)	7
	7
Redundant Fan, Dell PowerEdge T430 (750-AAGK) No Operating System (619-ABVR) No Media Required (421-5736)	•
No Operating System (619-ABVR)	7