



West Virginia Purchasing Division

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.

Header

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 96614

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: DELL MARKETING LP

Alias/DBA:

Total Bid: \$18,804.75

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0708

SO Doc ID: ABC1500000006

Published Date: 5/7/15

Close Date: 5/26/15

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 96614

Solicitation Description : ADDENDUM NO. 1 - NETWORK UPGRADE PARTS AND SUPPLIES

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-05-26 13:30:00	SR 0708 ESR05221500000003970	1

VENDOR
000000223330 DELL MARKETING LP

FOR INFORMATION CONTACT THE BUYER
 Evelyn Melton
 (304) 558-7023
 evelyn.p.melton@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Part Number: WS-C2960X-48FPD-L Switch or Equal	5.00000	EA	\$1,527.75	\$7,638.75

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description : Part Number: WS-C2960X-48FPD-L Switch or Equal
- Cisco Catalyst 2960X GigE PoE 740W, 2x10G SPF+ LAN BASE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Part Number: ASA5512-K9 Firewall or Equal	2.00000	EA	\$2,178.00	\$4,356.00

Comm Code	Manufacturer	Specification	Model #
43222501			

Extended Description : Part Number: ASA5512-K9 Firewall or Equal
- Cisco Firewall ASA 5512-X with SW, 6GE Data, 1GE Mgmt, AC, 3DES/AES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Part Number: AH-AP-390-AC-W Wireless Access Point or Equal	10.00000	EA	\$660.00	\$6,600.00

Comm Code	Manufacturer	Specification	Model #
43222640			

Extended Description : Part Number: AH-AP-390-AC-W Wireless Access Point or Equal
- AEROHIVE AP390 802.11ac

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Part Number: AH-ACC-300-ANT-KIT or Equal	10.00000	EA	\$21.00	\$210.00

Comm Code	Manufacturer	Specification	Model #
43221727			

Extended Description : Part Number: AH-ACC-300-ANT-KIT or Equal
- AEROHIVE INDOOR ANTENNA KIT F/AP390



QUOTATION

Quote #: 707636964
 Customer #: 51983026
 Contract #: 45ABZ
 Customer Agreement #: 090701.02 MHEC
 Quote Date: 05/14/2015
 Customer Name: WV DEPT OF ADMIN IS&C

Date: 5/14/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	JOE MILLER	PHONE:	1800 - 4563355
Email Address:	Joe_K_Miller@Dell.com	Phone Ext:	512-513-9022

GROUP:	QUANTITY:	SYSTEM PRICE:	GROUP TOTAL:
1	5	\$1,527.75	\$7,638.75
		Description	Quantity
		Dell Networking N2048P, L2, POE+, 48x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, AC (210-ABNY)	5
		Dell Hardware Limited Warranty Initial Year (966-3149)	5
		Basic Hardware Services: Business Hours (5X10) Next Business Day Parts Delivery Initial Year (966-3151)	5
		Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-3154)	5
		Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed (996-8029)	5
		On-Site Installation Declined (900-9997)	5
		Declined Remote Consulting Service (973-2426)	5
		US Order (332-1286)	5
		Dell Networking N2000/3000 Series User Guide (343-BBBQ)	5
		Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P (450-ADYH)	5
		Stacking Cable, for Dell Networking N2000 or N3000 series switches (no cross-series stacking), 0.5m (470-ABHC)	5

*Total Purchase Price:	\$8,135.27
Product Subtotal:	\$7,638.75
Tax:	\$496.52
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

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to Order

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QUOTATION

Quote #: 707636970
 Customer #: 51983026
 Contract #: 45ABZ
 Customer Agreement #: 090701.02 MHEC
 Quote Date: 05/14/2015
 Customer Name: WV DEPT OF ADMIN IS&C

Date: 5/14/2015

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Email Address:	Joe_K_Miller@Dell.com	Phone Ext:	512-513-9022

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$4,356.00

Product	Quantity	Unit Price	Total
Dell SonicWALL Network Security Appliance 2600 with 1-Year TotalSecure (A7211684)	2	\$2,178.00	\$4,356.00

*Total Purchase Price:	\$4,639.14
Product Subtotal:	\$4,356.00
Tax:	\$283.14
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

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QUOTATION

Quote #: 707724004
 Customer #: 51983026
 Contract #: 45ABZ
 Customer Agreement #: 090701.02 MHEC
 Quote Date: 05/15/2015
 Customer Name: WV DEPT OF ADMIN IS&C

Date: 5/15/2015

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Email Address:	Joe_K_Miller@Dell.com	Phone Ext:	512-513-9022

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$6,605.70

Product	Quantity	Unit Price	Total
Aruba Instant IAP-214 - Wireless access point - 802.11a/b/g/n/ac - Dual Band (A8282752)	10	\$660.57	\$6,605.70

*Total Purchase Price:	\$7,035.07
Product Subtotal:	\$6,605.70
Tax:	\$429.37
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

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QUOTATION

Quote #: 707724006
 Customer #: 51983026
 Contract #: 45ABZ
 Customer Agreement #: 090701.02 MHEC
 Quote Date: 05/15/2015
 Customer Name: WV DEPT OF ADMIN IS&C

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Email Address:	Joe_K_Miller@Dell.com	Phone Ext:	512-513-9022

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$210.00

Product	Quantity	Unit Price	Total
2.4GHZ-5GHZ / 2.5-5.0DBI TRI-BAND, HIGH-GAIN OMNI-DIRECTIONAL DETACHABLE ANTENNA (A1310724)	10	\$21.00	\$210.00

*Total Purchase Price:	\$223.65
Product Subtotal:	\$210.00
Tax:	\$13.65
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

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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: Dell Marketing L.P.

Authorized Signature: [Signature] Date: May 22, 2015

State of Texas

County of Williamson, to-wit:

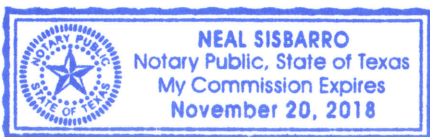
Taken, subscribed, and sworn to before me this 22nd day of May, 2015.

My Commission expires 11-20, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



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.

Dell Marketing L.P.

(Company)

Stan Parish - Proposal Manager

(Authorized Signature) (Representative Name, Title)

512-728-1713 512-283-9092

(Phone Number) (Fax Number) (Date)

"As provided in Section 11 of the Instructions to Bidder's, and notwithstanding anything to the contrary contained within State of West Virginia CRFQ No. 0708 ABC1500000006, Network Upgrade parts and supplies (the "Solicitation"), including, without limitation, Sections 1 and 12 of the General Terms and Conditions, Dell takes exception to the terms and conditions provided with the Solicitation. Dell's receipt of an Award or Purchase Order for the Solicitation and subsequent performance in relation to this response shall be governed by and understood to indicate the State of West Virginia's acceptance of the terms and conditions of the Dell | Midwestern Higher Education Compact Master Price Agreement MHEC-090701.02, effective August 1, 2009, as amended (Dell Contract Code 45ABZ). Any terms in the Solicitation, or on a resulting Purchase Order from State of West Virginia to Dell shall not be applicable. Dell's signature DOES NOT signify Dell's agreement to be bound by or accept the terms and conditions contained in the Solicitation."

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ_ABC1500000006

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.

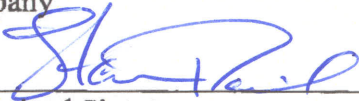
Addendum Numbers Received:
(Check the box next to each addendum received)

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

Dell Marketing L.P.

Company _____


Authorized Signature _____

May 22, 015
Date _____

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

Not Applicable **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: Dell Marketing L.P.

Date: May 22, 2015

Signed: 

Title: Proposal Manager