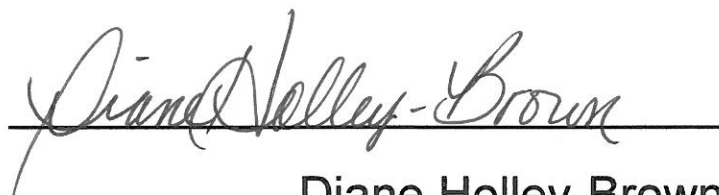


# NOTICE

The attached bid from Diversatec Resources, Inc. for AGR15\*7 was received late and cannot be considered.

A handwritten signature in cursive script, reading "Diane Holley-Brown", is written over a solid horizontal line.

Diane Holley-Brown  
Assistant Purchasing Director

**\*\* Rx Report \*\***

P.1

Jan 6 2015 03:54pm

No.	Location	Mode	Start	Time	Page	Code	Result	Note
001	3047666270	Normal	11/21 03:56pm	0'51"	2		* 0 K	
001	7406352222	Normal	11/25 08:45am	0'54"	3		# 0 K	
001		Fine	12/01 03:06pm	0'46"	1		R.3.1	
002		Fine	12/01 03:13pm	4'13"	5		0 K	
001	7188987599	Normal	12/02 03:12pm	0'34"	2		# 0 K	
001		Fine	12/04 02:12pm	0'19"	1		# 0 K	
001		Normal	12/05 10:04am	0'22"	1		# 0 K	
001		Normal	12/08 12:35pm	0'34"	0		R.8.1	
002	17574607189	Fine	12/08 12:39pm	1'53"	5		# 0 K	
001	+17248982660	Normal	12/10 04:46pm	1'05"	5		* 0 K	
001		Normal	12/16 11:43am	0'39"	1		0 K	
001	8586899326	Normal	12/29 11:44am	0'21"	1		# 0 K	
002		Normal	12/29 12:04pm	0'20"	1		# 0 K	
001	3042845014	Normal	12/30 09:05am	0'41"	3		# 0 K	
001		Normal	12/31 12:37pm	0'14"	1		# 0 K	
002	3046234646	Fine	12/31 01:49pm	1'19"	6		# 0 K	
001		Normal	01/02 11:59am	0'21"	2		# 0 K	
001	3042054295	Normal	01/05 01:44pm	1'06"	2		0 K	
* 001	7409653403	Fine	01/06 01:31pm	4'56"	19		# 0 K	*
002		Normal	01/06 02:23pm	0'25"	2		# 0 K	
003		Normal	01/06 02:35pm	0'28"	2		# 0 K	
004	3047488488	Fine	01/06 03:20pm	0'30"	1		* 0 K	



State of West Virginia  
Request for Quotation

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

21 — Info Technology

VENDOR

Vendor Name, Address and Telephone Number:

Diversatec Resources Inc.  
10022 Cheshire Rd  
Sunbury OH 43074  
746-965-3400

BID RECEIVING LOCATION

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

WV 25305

BID RECEIVED LATE  
BUYER *Dean Wingerd*  
WITNESS *[Signature]*

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd (304)  
558-0468  
dean.c.wingerd@wv.gov  
v

DISQUALIFIED

Signature X *Carmen M. Frost* FEIN # 20-2059989 DATE 1-6-15

Proc Folder: 44229

Do : Description: Microsoft Surface Pro 3 Tablets

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-08	2015-01-06 13:30:00	CRFQ 1400 AGR1500000007	1

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

Page : 1

FORM ID : WV-PRC-CRFQ-001

INVOICE TO SHIP TO

PROCUREMENT OFFICER 304-558-2221  
AGRICULTURE DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
1900 KANAWHA BLVD E  
CHARLESTON WV25305-0173  
US

ADMINISTRATIVE SERVICES 304-558-  
WEST VIRGINIA CONSERVATION AG  
WEST VIRGINIA CONSERVA  
255 GUS R DOUGLASS LN AGENCY WV  
CHARLESTON 25305-0193  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Microsoft Surface Pro 3 Tablets or Equal	21.00000	EA		

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**Comm Code**                      **Manufacturer**                      **Specification**                      **Model #**

43211500

**Extended Description :**

Microsoft Surface Pro 3 Tablets or Equal

# 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.

**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                      Signed: Cammie M. Scott  
 Date: 1-6-15    Title: President

# QUOTE

# DIVERSATEC

QUOTE #	AAAQ5478
DATE	Jan 2, 2015

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

To JB Brown  
WV Conservation Agency  
255 Gus R. Douglass Lane  
Charleston, WV 25312

Phone

Salesperson	P.O. Number	Payment Terms	Due Date
jstanley			

Qty	Part Number	Description	Unit Price	Total Price
21.00	QG2-00001	Microsoft Surface Pro 3 1.9 GHz i5 Processor 8GB RAM 256GB SSD 12 inch 2160 x 1440 Display Microsoft Windows 8.1 Professional	\$1,241.79	\$26,077.59

SUBTOTAL	\$26,077.59
SALES TAX	\$0.00
TOTAL	\$26,077.59

Diversatec 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

PRICING PAGE						
Product Number	Description	Alternate Part # and Description of or equal Products	Unit of Measure	Qty	Unit Price	Extended Price
QG2-00001 or equal	Microsoft Surface Pro 3 Tablet or equal		Each	21	\$1241.79	\$26,077.59
					<b>GRAND TOTAL</b>	\$26,077.59
<b>Bidder/Vendor Information</b>	<b>&gt;&gt;&gt;&gt;&gt;&gt;Failure to use this form may result in disqualification&lt;&lt;&lt;&lt;&lt;&lt;</b>					
<b>Name:</b>	Diversatec Resources					
<b>Address:</b>	10022 Cheshire Rd.					
	Sunbury, OH. 43074					
<b>Phone:</b>	(740)965-3400					
<b>Email Address:</b>	ralph.difranco@diversatec.net					
<b>Authorized Signature:</b>						

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: Carmen M. Frost Date: 1-6-15

State of Ohio

County of DELAWARE, to-wit:

Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of January, 2015.

My Commission expires October 1, 2018.



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

NOTARY PUBLIC Anne Kramer

Purchasing Affidavit (Revised 07/01/2012)



## 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.

Revised 08/08/2014

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: December 29, 2014 at 5:00pm

Submit Questions to: Dean Wingerd, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Dean.C.Wingerd@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

Revised 08/08/2014



State of West Virginia  
Request for Quotation

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

21 - Info Technology

**VENDOR**

Vendor Name, Address and Telephone Number:

Diversatec Resources Inc  
10022 Cheshire Rd  
Sunbury OH 43074  
740-965-3400

**BID RECEIVING LOCATION**

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

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd (304)  
558-0468  
dean.c.wingerd@wv.gov  
v

Signature X *Carmen Frost* FEIN # 20-2059989 DATE 1-6-15

Proc Folder: 44229

Do : Description: ADDENDUM NO 1-Microsoft Surface Pro 3 Tablets

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-30	2015-01-06 13:30:00	CRFQ 1400 AGR1500000007	2

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

Page : 1

FORM ID : WV-PRC-CRFQ-001

**INVOICE TO**

PROCUREMENT OFFICER 304-558-2221  
AGRICULTURE DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
1900 KANAWHA BLVD E  
CHARLESTON WV25305-0173  
US

**SHIP TO**

ADMINISTRATIVE SERVICES 304-55:  
WEST VIRGINIA CONSERVATION AC  
WEST VIRGINIA CONSERVA1  
255 GUS R DOUGLASS LN  
CHARLESTON WY  
25305-0193  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Microsoft Surface Pro 3 Tablets or Equal	21.00000	EA		

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Comm Code	Manufacturer	Specification	Model#
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43211500

**Extended Description :**

Microsoft Surface Pro 3 Tablets or Equal

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AGR150000007**

**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

Company

Carmen M. Arant

Authorized Signature

1-6-15

Date

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

Revised 6/8/2012

SOLICITATION NUMBER: CRFQ AGR150000007  
Addendum Number: 1

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

**Applicable Addendum Category:**

- Modify bid opening date and
- 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. To provide responses to vendor questions regarding this solicitation, see questions and responses attached.
2. To provide Addendum Acknowledgment form

**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 Addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of Addenda issued for 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.

Revised 6/8/2012

Addendum # 1

Questions & Answers AGR15 (Microsoft Surface Pro 3 Tablets)

1. Question: Our Company is registered in Europe, can we participate in this Bid?

Answer: Yes, you may participate in the Microsoft Surface Pro 3 Tablets or equal bid.

2. Question: We can provide a tablet with better connectivity options, faster processor (Intel Ivy Bridge i7) at lower cost than Surface Pro 3 with i5 processor, but with 1366x768 resolution and 2.0MP front/5.0 MP rear camera. Is this acceptable?

Answer: Yes, once all bids are in we will evaluate the bids and make our decision.

ATTACHMENT A

Revised 6/8/2012



REQUEST FOR QUOTATION  
Microsoft Surface Pro 3 Tablets

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Conservation Agency to establish a contract for the one time purchase of Tablets and Accessories.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Item"** means Microsoft Surface Pro 3 Tablet or equal.
  - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division.
  - 2.4 **"GB"** means Gigabyte.
  - 2.5 **"RAM"** means Random Access Memory.
  - 2.6 **"HD"** means High Definition.
  - 2.7 **"TPM"** means Trusted Platform Module.
  - 2.8 **"WI-FI"** means technology that allows an electronic device to exchange data or connect to the internet wirelessly using microwaves in the 2.4 GHz and 5 GHz bands.
  - 2.9 **"USB"** means Universal Serial Bus.
  - 2.10 **"MICROSD"** means memory cards that are 15mm x 11mm x 1mm that are Secure Digital.
  - 2.11 **"DC"** means direct current.
  - 2.12 **"AC"** means alternating current.
  - 2.13 **"HDMI"** means High Definition Multimedia Interface.

Revised 10/18/2012

REQUEST FOR QUOTATION  
Microsoft Surface Pro 3 Tablets

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- 2.14 "DVI" means Digital Visual Interface.
- 2.15 "VGA" means Video Graphics Array.
- 2.16 "SDK" means Software Development Kit
- 2.17 "ACCELEROMETER" means a device that detects acceleration and tilt.
- 2.18 "GYROSCOPE" means a feature that measures the orientation of the device. It can sense motion including vertical and horizontal rotation.
- 2.19 "MAGNETOMETER" means a device that detects magnetic fields.
- 2.20 "REMOTE DESKTOP PROTOCOL" means a protocol that provides a user with a graphical interface to connect to another computer over a network connection.

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 Microsoft Surface Pro 3 Tablet or equal.**

3.1.1.1 Must have Windows 8.1 Pro operating system installed or equal.

3.1.1.2 Must have internal 56 GB SSD.

3.1.1.3 Must have 8 GB RAM.

3.1.1.4 Must have 12" or larger Type Full HD or larger display, Resolution: 2160x1440, Aspect Ratio: 3:2, Multi-touch Display or equal.

3.1.1.5 Must have Intel Core i5 Processor or equal.

3.1.1.6 Must have built-in 802.11ac/802.11 a/b/g/n Wi-Fi or equal.

3.1.1.7 Must have built-in Bluetooth 4.0 Low Energy Technology or equal.

Revised 10/18/2012

REQUEST FOR QUOTATION  
Microsoft Surface Pro 3 Tablets

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- 3.1.1.8 Must have up to 10 hours web browsing battery life.
- 3.1.1.9 Must have two built-in 5.0 megapixel cameras, front and rear facing, minimum.
- 3.1.1.10 Must have built-in microphone.
- 3.1.1.11 Must have built-in stereo speakers.
- 3.1.1.12 Must have a minimum of one built-in full-size USB 3.0 port.
- 3.1.1.13 Must have a minimum of one built-in microSD card reader.
- 3.1.1.14 Must have a minimum of one built-in headset jack.
- 3.1.1.15 Must have built-in Mini DisplayPort or equal.
- 3.1.1.16 Must have built-in ambient light sensor.
- 3.1.1.17 Must have built-in accelerometer.
- 3.1.1.18 Must have built-in gyroscope.
- 3.1.1.19 Must have built-in magnetometer.
- 3.1.1.20 Must have minimum one year Microsoft Surface Pro 3 limited hardware warranty included or equal.
- 3.1.1.21 Must have Microsoft Surface Pro 3 digital pen or equal.
- 3.1.1.22 Must include 36 watt AC power supply.
- 3.1.1.23 Must have Domain Support.
- 3.1.1.24 Must have Remote Desktop Protocol functionality.

Revised 10/18/2012

REQUEST FOR QUOTATION  
Microsoft Surface Pro 3 Tablets

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3.1.1.25 Must have manufacturer's SDK for programming hardware.

3.1.1.26 Must have a maximum weight with no accessories of two pounds.

**4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by reviewing the Pricing Page and completing Unit Price, Extended Amount, Grand Total, Bidder/Vendor Information, Name, Address, Phone, Email address, and Authorized signature. 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.

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

**5. PAYMENT:**

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

REQUEST FOR QUOTATION  
Microsoft Surface Pro 3 Tablets

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**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order. Contract Items must be delivered to Agency at WV Conservation Agency, Attn: JB Brown, at 255 Gus R. Douglass Lane, Charleston, WV 25312.

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

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

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

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

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