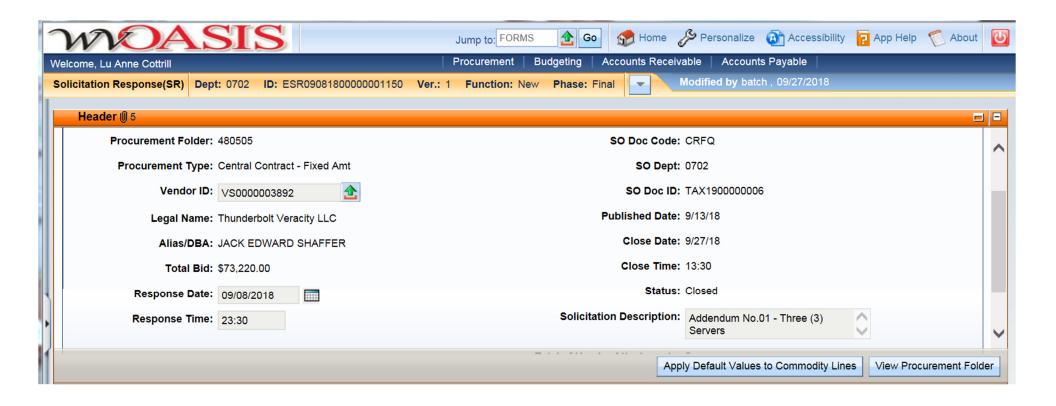


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





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

State of West Virginia **Solicitation Response**

Proc Folder: 480505

Solicitation Description: Addendum No.01 - Three (3) Servers

Proc Type: Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-09-27	SR 0702 ESR09081800000001150	1
	13:30:00		

VENDOR

VS0000003892

Thunderbolt Veracity LLC JACK EDWARD SHAFFER

CRFQ 0702 **Solicitation Number:** TAX1900000006

Total Bid: \$73,220.00 Response Date: 2018-09-08 Response Time: 23:30:01

Comments:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157 brittany.e.ingraham@wv.gov

Signature on File 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	Three (3) Servers	1.00000	EA	\$73,220.000000	\$73,220.00

Comm Code	Manufacturer	Specification	Model #	
43211501				

Extended Description : Please see Exhibit A Pricing Page.

TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

Comments: See Attachments

Lenovo	Data Center Solution Configurato	r Power				
	Prepared for:	Prepared by: Price Date:	31-Aug-18			Quote #:
	Your final configuration may contain hardware, software, and services; therefore, accounting implications need to be taken into consideration. A bottom line price for the package/bundle should only be presented with accounting approval.	Quote date:	-	Quote Expiration Date:		Solution ID:
Machine Name	Server : SR650, Xeon Gold 6134 8C 3.2GHz, 1x32GB (2Rx4 1.2V) RDIMM, 1x2.5" Sa	ATA/CAC 9 Day 020	O Model	7X06CTO1WW	Quantity	
Macilile Ivallie	361 VEI . 31030, AEOII GOIG 0134 00 3.2G112, 1X32GD (21X4 1.2V) HDIWIW, 1X2.3 3	ATA SAS 0-Day, 931	-o wodei	ANDCIOIWW	Quantity	
Power Summary	361V61 . 311030, Ae011 G010 0134 0C 3.2G112, 1A32GB (2HA4 1.2V) HDIMIN, 1A2.3 31	A I A 3A3 0-Day, 930	-o wodei	Idle	Load Factor	I Maximum
	120V	AT A 3A3 6-Bay, 930	Input Power (W)			Maximum 648.98
Power Summary		AT A' SAS 6-Bay, 950		ldle	Load Factor	
Power Summary Operating Voltage	120V	AT A 3A3 6-Bay, 330	Input Power (W)	Idle 136.37	Load Factor 568.86	648.98
Power Summary Operating Voltage Load Factor (%)	120V 85.0	AT AI SAS 6-BBY, 330	Input Power (W) Input Current (A)	Idle 136.37 1.36	Load Factor 568.86 4.81	648.98 5.48

Lenovo	Data Center Solution Configurat	or Quote)				
	Prepared for:	Prepared by:					Quote #:
	Your final configuration may contain hardware, software, and services; therefore, accounting implications need to be taken into consideration. A bottom line price for package/bundle should only be presented with accounting approval.	Price Date: the Quote date:	31-Aug-18	Quote Date:	Expiration		Solution ID:
Part number	Product Description		Qty		Price	Total Part Price	
				,	per unit) JS Dollar	(quantity x unit price) US Dollar	
7X06A02TNA	Server: SR650, Xeon Gold 6134 8C 3.2GHz, 1x32GB (2Rx4 1.2V) RDIMM, 1x2.5" SATA/SAS 8-Bay, 930-8i 2GB Flash PCIe, 1x750W, 1xToolless Slide Rail You will have to manually add:		1	\$	10,814.00	\$ 10,814.00	
7XG7A05605	ThinkSystem SR650 Intel Xeon Gold 6134 8C 130W 3.2GHz Processor Option Kit		1	\$	3,860.00	\$ 3.860.00	
7X77A01304	ThinkSystem 32GB TruDDR4 2666 MHz (2Rx4 1.2V) RDIMM		23	\$	1,259.00		
7SD7A05765	ThinkSystem 2.5" 5100 240GB Mainstream SATA 6Gb Hot Swap SSD		2	\$	450.00		
7XH7A02679	ThinkSystem SR550/SR590/SR650 (x16/x8)/(x16/x16) PCIe FH Riser 2 Kit		1	\$	70.00		
7XH7A02677	ThinkSystem SR550/SR590/SR650 x8/x8/x8 PCIe FH Riser 1 Kit		1	\$	60.00		
7ZT7A00545	ThinkSystem 1Gb 4-port RJ45 LOM		1	\$	190.00	\$ 190.00)
01CV840	Emulex 16Gb Gen6 FC Dual-port HBA		1	\$	2,925.00	\$ 2,925.00	
00MM860	Intel X550-T2 Dual Port 10GBase-T Adapter		1	\$	620.00	\$ 620.00)
7N67A00883	ThinkSystem 750W (230/115V) Platinum Hot-Swap Power Supply		1	\$	420.00	\$ 420.00	
4L67A08366	2.8m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable		1	\$	50.00	\$ 50.00)
5PS7A01558	Essential Service - 3Yr 24x7 4Hr Response + YourDrive YourData		1	\$	2,090.00	\$ 2,090.00	
7S06003NWW	VMware vCenter Srv 6 Std for vSph 6 (Per Instance) w/3Yr Support		1	\$	10,229.00)
7S06003EWW	VMware vSphere 6 Enterprise Plus for 1 Processor w/3Yr Support		2	\$	5,900.00		
00MT202	Lenovo XClarity Pro, per Managed Server w/3 Yr SW S&S		1	\$	110.00		
4L47A09132	ThinkSystem XClarity Controller Standard to Advanced Upgrade		1	\$	60.00		
4L47A09133	ThinkSystem XClarity Controller Advanced to Enterprise Upgrade		1	\$	65.00	\$ 65.00)
					Total	\$ 73,220.00	

TERMS AND CONDITIONS:

Lenovo Agreement for Machines

Unless there is an agreement in place between Lenovo and Customer, these terms and conditions, including associated warranty statements, license agreements, and any applicable attachments, are the sole and complete agreement between Customer and Lenovo regarding the Products or Services purchased here under. Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo.

1. Definitions

- 1.1 Machine means a server or storage hardware Product identified by a Machine Type as well as its features, conversions or upgrades. The term "Machine" does not include any Programs, whether pre-loaded with the Machine, installed subsequently, or otherwise.
- 1.2 Machine Code means all code provided for a Machine (including, without limitation, a Machine's firmware and microcode), excluding code that is licensed under a license agreement other than the license agreement governing use of Machine Code. The term Machine Code specifically includes any whole or partial copy of Machine Code, and any fix, patch, or replacement provided for Machine Code.
- 1.3 Product means any Lenovo branded or third party hardware or software that Lenovo makes available for purchase by Customer under this Agreement. Hardware products include personal computers, servers, storage devices and accessories. Software products include computer software Programs (whether preloaded or provided separately) and related licensed materials such as documentation.
- 1.4 Program means a software or Product licensed under a separate license agreement..
- 1.5 Service is the performance of a task; provision of advice or assistance; or access to a resource such as access to an information data base which in some cases is available to Customer under a separate agreement.

2. Prices and Payment

- 2.1 Except for credit or debit card transactions, or if not paid in advance of shipment, payment is due upon receipt of invoice. Any amounts not received by Lenovo within thirty (30) days of receipt of invoice shall be overdue. Customer shall pay a late payment fee of the lesser of one and one half (1.5%) percent per month or the maximum rate permitted by law on the undisputed overdue balance of the invoice amount. Customer shall pay any applicable sales, use or similar taxes, fees or duties unless Customer provides exemption documentation to Lenovo. Customer is responsible for taxes, if any, on Products from the date Lenovo ships them to Customer or on Services, on the date the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless agreed in writing by Lenovo. Delivery charges, if applicable,
- 2.2 If Lenovo makes an error in pricing information, Lenovo may nevertheless refuse or cancel an order placed for a Product or Service quoted at such price, even if Lenovo has confirmed the receipt of Customer's order or charged Customer's credit or debit card. If Lenovo has charged Customer's credit or debit card, Lenovo will promptly issue a credit to Customer's credit or debit card account in the amount of the charge.

4. Returns

Customer may return a new, standard Product that is still in its sealed, unopened package, to Lenovo for any reason within twenty-one (21) days of the date of invoice for a refund or credit. Customers may only return the entire Product or all such Products for a refund or credit. Partial refunds or credits for Products that are not standard; or Products configured to Customer's requirements, including installation of software Product on the product that are not separately priced, are not available to Customer's.

In order to receive a credit or refund, Customer must contact its Lenovo Inside Sales Representative to obtain a return-authorization form. Customer must return the new Product, including all documentation and accessories, intact and in its unopened original packaging to the location and by the date specified by Lenovo. A copy of the invoice, the return-authorization form, and the shipping label must accompany the returned Product. Return may be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid. Customer. Products returned without a Lenovo return authorization form, or returned after the date specified by Lenovo, will be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid. Customer agrees to pay the restocking fee if

A refund or credit is not available for the return of Products which are not generally available to customers and for which Lenovo created a unique machine type model (MTM) or a part number or configuration.

Returns of Products shipped as a result of a Lenovo error will be accepted by Lenovo. Lenovo will initiate a return of such Products with appropriate documentation at no charge to Customer if Lenovo is notified of the error within twenty-one (21) days of the date of the invoice. If Customer acquired a software Product separate from a hardware Product, and paid a software license fee, but does not agree to the terms of the license, Customer may return the software Product within twenty-one (21) days of the date of invoice and receive a refund or credit in the amount of the fee.

5. Warranties

- 5.1 Lenovo personal computer hardware Products are warranted in accordance with the Lenovo Limited Warranty accompanying each Lenovo personal computer hardware Product or as found at http://www.lenovo.com/services_warranty/US/en/index.html &char(10) Lenovo Machines are warranted in accordance with the Lenovo Statement of Limited Warranty accompanying each Lenovo Machine or as found at http://www.lenovo.com/services_warranty/US/en/index.html
- 5.2 Programs are licensed under the terms of the license agreement accompanying the Program. The warranty, if any, on a Program is as specified in the license agreement.
- 5.3 LENOVO MAKES NO WARRANTIES FOR SOFTWARE, SERVICE, SUPPORT OR THIRD PARTY PRODUCTS. SUCH SOFTWARE, SERVICE, SUPPORT AND PRODUCTS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATIONS OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIRD PARTY PROVIDERS OF SOFTWARE, SERVICES, PRODUCTS AND SUPPORT MAY PROVIDE WARRANTIES TO CUSTOMER.

6. Title and Risk of Loss

- 6.1 Title to hardware Products shall pass to Customer upon shipment by Lenovo. Lenovo may reserve a purchase money security interest in a hardware Product until Lenovo receives payment of all the amounts due.
- 6.2 Lenovo bears the risk of loss for hardware Products until they are delivered to the location specified in Customer's order. Customer assumes risk of loss after delivery to the specified location.

7. General

- 7.1 Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer, including name, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement, including but not limited to warranty service. Such information will be processed and used in connection with this Agreement and the Products or Services. It may be transferred by Lenovo to any country where Lenovo does business; and may be provided to entities acting on Lenovo's behalf in relation to this Agreement and the Products or Services. Lenovo may also disclose such information where required by law.
- 7.2 LIMITATION OF LIABILITY. IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, LENOVO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY OR NOT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR 4) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SOME DAMAGES, THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO THIS AGREEMENT. EXCEPT
- 7.3 Force Majeure. Lenovo shall not be liable to Customer for any failure or delay in the performance of its obligations hereunder, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond the reasonable control of Lenovo.
- 7.4 Product Changes. Lenovo may change or discontinue Products at any time. In such event, Lenovo may fulfill Customer's order with a Product that has the functionality and performance as the Product ordered by Customer.
- 7.5 Export. All Products purchased under this Agreement are only for use in the United States and are subject to the export regulations of the United States. Customer shall comply with United States export regulations.
- 7.6 Governing Law. This Agreement and all orders issued hereunder shall be governed by the laws of the State of New York, without regard to its conflict of law principles. Neither party may bring an action arising out of or related to this Sales Agreement more than two years after the cause of action arose.

Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo. Confirmation of receipt of Customer's order shall not mean Lenovo has accepted Customer's order.

		Prepared for:	Prepared by: Price Date:	31-Aug-18				Quote	e #:
		Your final configuration may contain hardware, software, and services; therefore, accounting implications need to be taken into consideration. A bottom line price for the package/bundle should only be presented with accounting approval.	Quote date:		Quote Date:	Expiration		Solut	tion ID:
evel 1 Group	Part number	Product Description		Qty		Price	Total Par	t Price	
		·		, , , , , , , , , , , , , , , , , , ,	,	per unit) IS Dollar	(quantity price US Do	e)	
Config 1									
- · J	7X06A02TNA	Server: SR650, Xeon Gold 6134 8C 3.2GHz, 1x32GB (2Rx4 1.2V) RDIMM, 1x2.5" SATA/SAS 8-Bay, 930-8i 2GB Flash PCle, 1x750W, 1xToolless Slide Rail		1	\$	10,299.00	\$ 1	0,299.00	
		You will have to manually add:							
	7XG7A05605	ThinkSystem SR650 Intel Xeon Gold 6134 8C 130W 3.2GHz Processor Option Kit		1	\$	3,509.00		3,509.00	
	7X77A01304	ThinkSystem 32GB TruDDR4 2666 MHz (2Rx4 1.2V) RDIMM		23	\$	1,199.00		7,577.00	
	7SD7A05765	ThinkSystem 2.5" 5100 240GB Mainstream SATA 6Gb Hot Swap SSD		2	\$	429.00		858.00	
	7XH7A02679	ThinkSystem SR550/SR590/SR650 (x16/x8)/(x16/x16) PCle FH Riser 2 Kit		1	\$	59.00		59.00	
	7XH7A02677	ThinkSystem SR550/SR590/SR650 x8/x8/x8 PCle FH Riser 1 Kit		1	\$	45.00		45.00	
	7ZT7A00545	ThinkSystem 1Gb 4-port RJ45 LOM		1	\$	169.00		169.00	
	01CV840	Emulex 16Gb Gen6 FC Dual-port HBA		1	\$	2,659.00		2,659.00	
	00MM860	Intel X550-T2 Dual Port 10GBase-T Adapter		1	\$	599.00		599.00	
	7N67A00883	ThinkSystem 750W(230/115V) Platinum Hot-Swap Power Supply		1	\$	399.00		399.00	
	4L67A08366	2.8m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable		1	\$	29.00		29.00	
	5PS7A01558	Essential Service - 3Yr 24x7 4Hr Response + YourDrive YourData		1	\$	2,079.00		2,079.00	
	7S06003NWW	VMware vCenter Srv 6 Std for vSph 6 (Per Instance) w/3Yr Support		1	\$	10,128.04		0,128.04	
	7S06003EWW	VMware vSphere 6 Enterprise Plus for 1 Processor w/3Yr Support		2	\$	5,802.36		1,604.72	
	00MT202	Lenovo XClarity Pro, per Managed Server w/3 Yr SW S&S Standalone Items		1	\$	100.00	\$	100.00	
	4L47A09132	ThinkSystem XClarity Controller Standard to Advanced Upgrade		1	\$	50.00	\$	50.00	
	4L47A09133	ThinkSystem XClarity Controller Advanced to Enterprise Upgrade		1	\$	50.00	\$	50.00	
		,			•			040 =0	
						Total	پ 70	,213.76	

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- 1.3 Product means any Lenovo branded or third party hardware or software that Lenovo makes available for purchase by Customer under this Agreement. Hardware products include personal computers, servers, storage devices and accessories. Software products include computer software Programs (whether preloaded or provided separately) and related licensed materials such as documentation.
- 1.4 Program means a software or Product licensed under a separate license agreement..
- 1.5 Service is the performance of a task; provision of advice or assistance; or access to a resource such as access to an information data base which in some cases is available to Customer under a separate agreement.

2. Prices and Payment

- 2.1 Except for credit or debit card transactions, or if not paid in advance of shipment, payment is due upon receipt of invoice. Any amounts not received by Lenovo within thirty (30) days of receipt of invoice shall be overdue. Customer shall pay a late payment fee of the lesser of one and one half (1.5%) percent per month or the maximum rate permitted by law on the undisputed overdue balance of the invoice amount. Customer shall pay any applicable sales, use or similar taxes, tees or duties unless Customer provides exemption documentation to Lenovo. Customer is responsible for taxes, if any, on Products from the date Lenovo ships them to Customer or on Services, on the date the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless agreed in writing by Lenovo. No other discounts, quantity entitlements, or promotions apply unless agreed in writing by Lenovo. No
- 2.2 If Lenovo makes an error in pricing information, Lenovo may nevertheless refuse or cancel an order placed for a Product or Service quoted at such price, even if Lenovo has confirmed the receipt of Customer's order or charged Customer's credit or debit card. If Lenovo has charged Customer's credit or debit card, Lenovo will promptly issue a credit to Customer's credit or debit card account in the amount of the charge.

4. Returns

Customer may return a new, standard Product that is still in its sealed, unopened package, to Lenovo for any reason within twenty-one (21) days of the date of invoice for a refund or credit. Customers may only return the entire Product or all such Products for a refund or credit. Partial refunds or credits for Products that are not standard; or Products configured to Customer's requirements, including installation of software Product options; or quantities of Products that are not separately refund are not suitable to Customer's

separately priceu, are not available to obstoriers.

In order to receive a credit or refund, Customer must contact its Lenovo Inside Sales Representative to obtain a return-authorization form. Customer must return the new Product, including all documentation and accessories, intact and in its unopened original packaging to the location and by the date specified by Lenovo. A copy of the invoice, the return-authorization form, and the shipping label must accompany the returned Product. Return may be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid. Shipping and handfling charges will not be refunded or credited to Customer. Products returned without a Lenovo return authorization form, or returned after the date specified by Lenovo, will be subject to a restocking fee in the amount of fifteen percent (15%) of the price paid. Customer agrees to pay the restocking fee if charged by Lenovo.

A refund or credit is not available for the return of Products which are not generally available to customers and for which Lenovo created a unique machine type model (MTM) or a part number or configuration.

Returns of Products shipped as a result of a Lenovo error will be accepted by Lenovo. Lenovo will initiate a return of such Products with appropriate documentation at no charge to Customer if Lenovo is notified of the error within twenty-one (21) days of the date of the invoice. If Customer acquired a software Froduct spenare from a hardware Product, and paid a software license fee, but does not agree to the terms of the license, Customer may return the software Product within twenty-one (21) days of the date of invoice and receive a refund or credit in the amount of the feet.

5. Warranties

- 5.1 Lenovo personal computer hardware Products are warranted in accordance with the Lenovo Limited Warranty accompanying each Lenovo personal computer hardware Product or as found at http://www.lenovo.com/services_warranty/US/en/index.html &char(10) Lenovo Machines are warranted in accordance with the Lenovo Statement of Limited Warranty accompanying each Lenovo Machine or as found at http://www.lenovo.com/services warranty/US/en/index.html
- 5.2 Programs are licensed under the terms of the license agreement accompanying the Program. The warranty, if any, on a Program is as specified in the license agreement.
- 5.3 LENOVO MAKES NO WARRANTIES FOR SOFTWARE, SERVICE, SUPPORT OR THIRD PARTY PRODUCTS. SUCH SOFTWARE, SERVICE, SUPPORT AND PRODUCTS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATIONS OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIRD PARTY PROVIDERS OF SOFTWARE, SERVICES, PRODUCTS AND SUPPORT MAY PROVIDE WARRANTIES TO CUSTOMER.

6. Title and Risk of Loss

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- 6.2 Lenovo bears the risk of loss for hardware Products until they are delivered to the location specified in Customer's order. Customer assumes risk of loss after delivery to the specified location.

7. General

- 7.1 Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer, including name, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement, including but not limited to warranty service. Such information will be processed and used in connection with this Agreement and the Products or Services. It may be transferred by Lenovo to any country where Lenovo does business; and may be provided to entities acting on Lenovo's behalf in relation to this Agreement and the Products or Services. Lenovo may also disclose such information where required by law.
- 7.2 LIMITATION OF LIABILITY. IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, LENOVO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY OR NOT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR 4) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION MAY NOT APPLY TO THIS AGREEMENT. EXCEPT FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY OR TANGIBLE TO RESONAL PROPERTY.
- 7.3 Force Majeure. Lenovo shall not be liable to Customer for any failure or delay in the performance of its obligations hereunder, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond the reasonable control of Lenovo.
- 7.4 Product Changes. Lenovo may change or discontinue Products at any time. In such event, Lenovo may fulfill Customer's order with a Product that has the functionality and performance as the Product ordered by Customer.
- 7.5 Export. All Products purchased under this Agreement are only for use in the United States and are subject to the export regulations of the United States. Customer shall comply with United States export regulations.
- 7.6 Governing Law. This Agreement and all orders issued hereunder shall be governed by the laws of the State of New York, without regard to its conflict of law principles. Neither party may bring an action arising out of or related to this Sales Agreement more than two years after the cause of action arose.

Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo. Confirmation of receipt of Customer's order shall not mean Lenovo has accepted Customer's order.

Lenovo Data Center Solution Configurator Summary Prepared for: Prepared by: Quote #: Price Date: 31-Aug-18 Your final configuration may contain hardware, software, and services; therefore, Quote Expiration accounting implications need to be taken into consideration. A bottom line price for the Quote date: Solution ID: Date: package/bundle should only be presented with accounting approval. Total Part Price Part number (quantity x unit (per unit) price) US Dollar US Dollar Server: SR650, Xeon Gold 6134 8C 3.2GHz, 1x32GB (2Rx4 1.2V) RDIMM, 1x2.5" 7X06A02TNA 10,299.00 \$ 10,299.00 SATA/SAS 8-Bay, 930-8i 2GB Flash PCIe, 1x750W, 1xToolless Slide Rail You will have to manually add: 7XG7A05605 ThinkSystem SR650 Intel Xeon Gold 6134 8C 130W 3.2GHz Processor Option Kit 3,509.00 \$ 3,509.00 ThinkSystem 32GB TruDDR4 2666 MHz (2Rx4 1.2V) RDIMM 7X77A01304 27,577.00 23 1,199.00 \$ 7SD7A05765 ThinkSystem 2.5" 5100 240GB Mainstream SATA 6Gb Hot Swap SSD 2 429.00 \$ 858.00 7XH7A02679 ThinkSystem SR550/SR590/SR650 (x16/x8)/(x16/x16) PCIe FH Riser 2 Kit 59.00 \$ 59.00 7XH7A02677 ThinkSystem SR550/SR590/SR650 x8/x8/x8 PCIe FH Riser 1 Kit 45.00 45.00 \$ 7ZT7A00545 ThinkSystem 1Gb 4-port RJ45 LOM 169.00 \$ 169.00 01CV840 Emulex 16Gb Gen6 FC Dual-port HBA 2.659.00 \$ 2.659.00 00MM860 Intel X550-T2 Dual Port 10GBase-T Adapter 599.00 \$ 599 00 7N67A00883 ThinkSystem 750W (230/115V) Platinum Hot-Swap Power Supply 399.00 \$ 399.00 4L67A08366 2.8m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable 29.00 \$ 29.00 5PS7A01558 Essential Service - 3Yr 24x7 4Hr Response + YourDrive YourData 2.079.00 \$ 2.079.00 7S06003NWW VMware vCenter Srv 6 Std for vSph 6 (Per Instance) w/3Yr Support 10.128.04 \$ 10.128.04 7S06003EWW VMware vSphere 6 Enterprise Plus for 1 Processor w/3Yr Support 5.802.36 \$ 11,604.72 00MT202 Lenovo XClarity Pro, per Managed Server w/3 Yr SW S&S 100.00 \$ 100.00 \$ Standalone Items 4L47A09132 ThinkSystem XClarity Controller Standard to Advanced Upgrade 50.00 \$ 50.00 4L47A09133 ThinkSystem XClarity Controller Advanced to Enterprise Upgrade 50.00 \$ 50.00 Total \$ 70.213.76

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Unless there is an agreement in place between Lenovo and Customer, these terms and conditions, including associated warranty statements, license agreements, and any applicable attachments, are the sole and complete agreement between Customer and Lenovo regarding the Products or Services purchased here under. Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo.

1. Definitions

- 1.1 Machine means a server or storage hardware Product identified by a Machine Type as well as its features, conversions or upgrades. The term "Machine" does not include any Programs, whether pre-loaded with the Machine, installed subsequently, or otherwise.
- 1.2 Machine Code means all code provided for a Machine (including, without limitation, a Machine's firmware and microcode), excluding code that is licensed under a license agreement other than the license agreement governing use of Machine Code. The term Machine Code specifically includes any whole or partial copy of Machine Code, and any fix, patch, or replacement provided for Machine Code.
- 1.3 Product means any Lenovo branded or third party hardware or software that Lenovo makes available for purchase by Customer under this Agreement. Hardware products include personal computers, servers, storage devices and accessories. Software products include computer software Programs (whether preloaded or provided separately) and related licensed materials such as documentation.
- 1.4 Program means a software or Product licensed under a separate license agreement..
- 1.5 Service is the performance of a task; provision of advice or assistance; or access to a resource such as access to an information data base which in some cases is available to Customer under a separate agreement.

2. Prices and Payment

- 2.1 Except for credit or debit card transactions, or if not paid in advance of shipment, payment is due upon receipt of invoice. Any amounts not received by Lenovo within thirty (30) days of receipt of invoice shall be overdue. Customer shall pay a late payment fee of the lesser of one and one half (1.5%) percent per month or the maximum rate permitted by law on the undisputed overdue balance of the invoice amount. Customer shall pay any applicable sales, use or similar taxes, fees or duties unless Customer provides exemption documentation to Lenovo. Customer is responsible for taxes, if any, on Products from the date Lenovo ships them to Customer or on Services, on the date the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless agreed in writing by Lenovo. Delivery charges, if applicable,
- 2.2 If Lenovo makes an error in pricing information, Lenovo may nevertheless refuse or cancel an order placed for a Product or Service quoted at such price, even if Lenovo has confirmed the receipt of Customer's order or charged Customer's credit or debit card. If Lenovo has charged Customer's credit or debit card account in the amount of the charge.

4. Returns

Customer may return a new, standard Product that is still in its sealed, unopened package, to Lenovo for any reason within twenty-one (21) days of the date of invoice for a refund or credit. Customers may only return the entire Product or all such Products for a refund or credit. Partial refunds or credits for Products that are not standard; or Products configured to Customer's requirements, including installation of software Product options; or quantities of Products that are not separately priced, are not available to Customers.

In order to receive a credit or refund, Customer must contact its Lenovo Inside Sales Representative to obtain a return-authorization form. Customer must return the new Product, including all documentation and accessories, intact and in its unopened original packaging to the location and by the date specified by Lenovo. A copy of the invoice, the return-authorization form, and the shipping label must accompany the returned Product. Return may be subject to a restocking fee in the amount of lifteen percent (15%) of the price paid. Shipping and handling charges will not be refunded or credited to Customer. Products returned without a Lenovo return authorization form, or returned after the date specified by Lenovo, will be subject to a restocking fee in the amount of lifteen percent (15%) of the price paid. Customer agrees to pay the restocking fee if

A refund or credit is not available for the return of Products which are not generally available to customers and for which Lenovo created a unique machine type model (MTM) or a part number or configuration.

Returns of Products shipped as a result of a Lenovo error will be accepted by Lenovo. Lenovo will initiate a return of such Products with appropriate documentation at no charge to Customer if Lenovo is notified of the error within twenty-one (21) days of the date of the invoice. If Customer acquired a software Product separate from a hardware Product, and paid a software license fee, but does not agree to the terms of the license, Customer may return the software Product within twenty-one (21) days of the date of invoice and receive a refund or credit in the amount of the fee.

5. Warranties

- 5.1 Lenovo personal computer hardware Products are warranted in accordance with the Lenovo Limited Warranty accompanying each Lenovo personal computer hardware Product or as found at http://www.lenovo.com/services_warranty/US/en/index.html &char(10) Lenovo Machines are warranted in accordance with the Lenovo Statement of Limited Warranty accompanying each Lenovo Machine or as found at http://www.lenovo.com/services_warranty/US/en/index.html
- 5.2 Programs are licensed under the terms of the license agreement accompanying the Program. The warranty, if any, on a Program is as specified in the license agreement.
- 5.3 LENOVO MAKES NO WARRANTIES FOR SOFTWARE, SERVICE, SUPPORT OR THIRD PARTY PRODUCTS. SUCH SOFTWARE, SERVICE, SUPPORT AND PRODUCTS ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATIONS OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIRD PARTY PROVIDERS OF SOFTWARE. SERVICES, PRODUCTS AND SUPPORT MAY PROVIDE WARRANTIES TO CUSTOMER.

6. Title and Risk of Loss

- 6.1 Title to hardware Products shall pass to Customer upon shipment by Lenovo. Lenovo may reserve a purchase money security interest in a hardware Product until Lenovo receives payment of all the amounts due. Lenovo does not transfer title to Programs.
- 6.2 Lenovo bears the risk of loss for hardware Products until they are delivered to the location specified in Customer's order. Customer assumes risk of loss after delivery to the specified location.

7. General

- 7.1 Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer, including name, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement, including but not limited to warranty service. Such information will be processed and used in connection with this Agreement and the Products or Services. It may be transferred by Lenovo to any country where Lenovo does business; and may be provided to entities acting on Lenovo's behalf in relation to this Agreement and the Products or Services. Lenovo may also disclose such information where required by law.
- 7.2 LIMITATION OF LIABILITY. IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, LENOVO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY OR NOT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR 4) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SOME DAMAGES. THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO THIS AGREEMENT. EXCEPT
- 7.3 Force Majeure. Lenovo shall not be liable to Customer for any failure or delay in the performance of its obligations hereunder, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, flots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond the reasonable control of Lenovo.
- 7.4 Product Changes. Lenovo may change or discontinue Products at any time. In such event, Lenovo may fulfill Customer's order with a Product that has the functionality and performance as the Product ordered by Customer.
- 7.5 Export. All Products purchased under this Agreement are only for use in the United States and are subject to the export regulations of the United States. Customer shall comply with United States export regulations.
- 7.6 Governing Law. This Agreement and all orders issued hereunder shall be governed by the laws of the State of New York, without regard to its conflict of law principles. Neither party may bring an action arising out of or related to this Sales Agreement more than two years after the cause of action arose.

Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo. Confirmation of receipt of Customer's order shall not mean Lenovo has accepted Customer's order.

Jack Shaffer - Owner THUNDERBOLT VERACITY LLC 469 Horizon Ridge Rd, Belington, WV, 26250-7522

Dear Jack Shaffer:

Congratulations! . . . Welcome to the HUBZone Program!

I am pleased to advise you that effective this date, THUNDERBOLT VERACITY LLC has been approved for certification as a "qualified HUBZone small business concern (SBC)". The firm is now eligible for HUBZone opportunities and will be included on the list of qualified HUBZone small business concerns found at <a href="http://dsbs.sba.gov/dsbs/search/dsp-

The Firm's Responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the program benefits the firm may receive come with important responsibilities, including:

 Keeping up-to-date on the HUBZone geographical designations by visiting the HUBZone website at http://www.sba.gov/content/hubzone-maps.

Check SBA's HUBZone mapping pages to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in geographical designations may critically affect the firm's compliance with Program requirements that its principal office be located in a HUBZone, and/or that at least 35% of its employees reside in a HUBZone. Sign up to receive HUBZone News Updates by entering your email address at https://public.govdelivery.com/accounts/USSBA/subscriber/new. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility

- Remaining in compliance at all times and staying updated on Program changes. It is the firm's responsibility to continually ensure that it meets the requirements of the Program. This includes, for example, continuously meeting the 35% HUBZone residency requirement. The firm can make good faith efforts to "attempt to maintain" (see definition at 13 C.F.R. § 126.103) having 35% of its employees reside in a HUBZone during the performance of a HUBZone contract it received (as a prime, not as a subcontractor). But, the business must meet this residency requirement anytime it submits an offer on and receives a new HUBZone contract. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to the firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.601(e)).

Note: The HUBZone Program sends notices regarding program examinations, proposed decertifications, and re-certifications to the firm's physical and email addresses of record. If the firm fails to respond to these notices because the firm relocated without updating its SAM and DSBS profiles and informing the HUBZone Program, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you check your email's SPAM folder to make sure that you are receiving emails from SBA, notify us of any change in the physical address and keep the firm's SAM and DSBS profiles current.

ATTENTION: The firm's principal office address is currently in a HUBZone redesignated area. In order to maintain the certification you must analyze how the ending of the HUBZone designation for this area impacts the firm's principal office and 35% employee HUBZone residency requirements. The HUBZone Program will propose decertification of the firm on or after the date the area's redesignation ends. For more information, review the 'Maintaining Certification; Decertification' section of the Frequently Asked Questions.

Specifically, the owner and firm's and address at 469 Horizon Ridge Rd, Belington, WV 26250 is in Barbour County which is within the expanded military base closure area Elkins USARC/OMS, Beverly, closed on 9/12/11, and remaining HUBZone qualified until the results of the 2020 census that affect the eligibility of the HUBZone are released.

- Participating in SBA eligibility monitoring initiatives. In order to ensure the integrity of the Program, firms will be required to
 recertify their status and may be subject to program examinations, proposed decertifications, or protests designed to verify
 eligibility, including:
 - SBA requiring the concern to certify in writing under penalty of perjury that it continues to meet all the eligibility criteria
 of the HUBZone Program or voluntarily decertify
 - SBA requiring the concern to submit updated documentation, similar to the information and documents you provided for the firm to obtain initial certification, in order to verify that it remains eligible for the program.
 - SBA requiring the concern to demonstrate that it was eligible for the Program both at the time of its initial offer and award of a HUBZone contract.
 - SBA making unannounced site visits to any or all of the concern's locations to verify the accuracy of any information provided to SBA.
- Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date. To apply for HUBZone Program certification, the firm had to be registered in SAM and DSBS. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), these records must remain up-to-date. You must validate the firm's information at least annually or its SAM registration will become inactive. If you need assistance in updating the firm's SAM or DSBS information, please go to the SAM Help Desk at https://fsd.gov/fsd-gov/home.do.
- Misrepresentation: By bidding on any Federal solicitation that is set-aside or reserved only for HUBZone SBCs or for which a HUBZone preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is fully in compliance with the HUBZone regulatory requirements, and that there have been no material changes since it received the HUBZone certification. ANY SBC FOUND TO MISREPRESENT ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (http://www.sba.gov/gcclassroom) provides valuable information on Federal contracting. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.
- Federal Business Opportunities (https://www.fbo.gov/) serves as a central listing for Federal procurement solicitations to the public. The Federal Procurement Data System is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone.
- www.USAspending.gov is a single searchable website, accessible to the public at no cost, which includes for each Federal award: the name of the entity receiving the award; the amount of the award; information on the award including transaction type, funding agency, etc.; and the location of the entity receiving the award.
- SBA's Surety Bond Guarantee program (SBG) website (www.sba.gov/osg) provides information on how to apply for an SBA surety bond guarantee and a listing of participating sureties and agents. For immediate questions, please call 202-205-6540. The SBG program guarantees bid, performance and payment bonds for individual private or public contracts up to \$6.5 million, and up to \$10 million with a federal contracting officer's certification that the bond guarantee is necessary, for small and emerging contractors having difficulties obtaining surety bonds through regular commercial channels.

Thank you for contributing to US economic development

We wish you the best of luck as a HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which the firm operates. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. Visit our website at http://www.sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at https://www.sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov/hubzone, for additional information or contact the HUBZone Hubzone was at least the formation of the formation of the hubzone was at least the formation of the formation of

Sincerely,

Mariana Pardo Director Office of HUB*Zone* Program

HUB*Zone* Certification Number: 57141

Rev. 04/14

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.

	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, 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
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 and minority-owned business.
requirer 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.
authoriz	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 tired 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 ac	cenalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate 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. hunderbolt Veracity LLC d/b/a Thunderbolt Electronics Signed:
	2/02/2012
Date:	Title: Owner o

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:

WITNESS THE FOLLOWING SIGNATURE:

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA SUNNY D. LAKE 75 Battle Street Philippi, West Virginia 26416 My Commission Expires Oct. 16, 2018

"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.

T	
Vendor's Name: hunderbolt Veracity	LLC
Authorized Signature: Sark E Shafe	Date: 3/6/2018
State of West Virginia	
County of Barbour, to-wit:	
Taken, subscribed, and sworn to before me this 6 day of 1	March , 2018
My Commission expires Oct. 16 , 20	<u>18</u> .
AFFIX SEAL HERE NOTAR	Y PUBLIC Dunny D Jake

Purchasing Affidavit (Revised 08/01/2015)