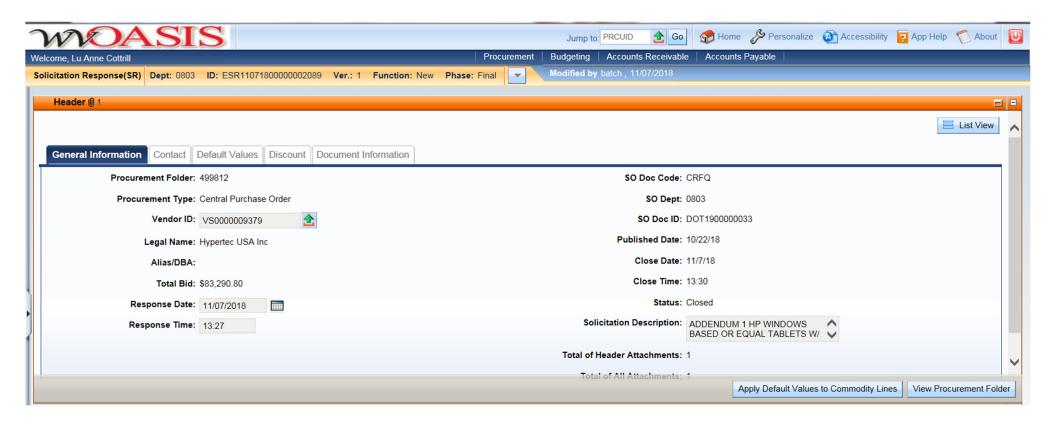
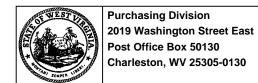


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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.





State of West Virginia Solicitation Response

Proc Folder: 499812

Solicitation Description: ADDENDUM 1 HP WINDOWS BASED OR EQUAL TABLETS W/ ACC.

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-11-07 13:30:00	SR 0803 ESR11071800000002089	1
	13.30.00		

VENDOR

VS0000009379

Hypertec USA Inc

Solicitation Number: CRFQ 0803 DOT1900000033

Total Bid: \$83,290.80 **Response Date**: 2018-11-07 **Response Time**: 13:27:48

Comments:

FOR INFORMATION CONTACT THE BUYER

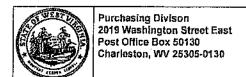
Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

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	HP Z book X360 or Equal Windows Tablet	30.00000	EA	\$2,182.820000	\$65,484.60
Comm Code	Manufacturer	Specification		Model #	
43211509					
Extended Des	Scription : HP Elite X2 Windows Tabl	et or Equal			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Warranty upgrade windows tablets with accident damage protec	30.00000	EA	\$403.170000	\$12,095.10
Comm Code	Manufacturer	Specification		Model #	
81111818					
Extended Des	Scription: Warranty upgrade window	s tablets with acc	cident damag	e protec	
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Powered docking stations	30.00000	EA	\$190.370000	\$5,711.10
Comm Code	Manufacturer	Specification		Model #	
43211602					
Extended Des	scription : Powered docking stations				



State of West Virginia Request for Quotation 21 — Info Technology

Proc Folder: 499812

Doc Description: ADDENDUM 1 HP WINDOWS BASED OR EQUAL TABLETS WI ACC.

Proc Type: Central Purchase Order

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Hypertec USA Inc. (Hypertec Direct) 1868 E Broadway Rd Tempe, AZ 85282

866-787-0426 or 480-626-9000

FOR INFORMATION CONTACT THE BUYER

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature 🛣

FEIN# 98-0511786

DATE 11-7-18

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

Page: 1

FORM ID: WV-PRC-CREQ-001

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF HP WINDOWS BASED OR EQUAL TABLETS WITH ACCESSORIES PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO			
DIVISION OF HIGHWAYS INFORMATION SERVICE	DIVISION	DIVISION OF HIGHWAYS INFORMATION SERVICE			
1900 KANAWHA BLVD E, I	1900 KANAWHA BLVD E, BLDG 5 RM 920		1900 KANAWHA BLVD E, BLDG 5 RM 920		
CHARLESTON	WV 25305-0430	CHARLESTON	WV 25305-0430		
บร		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HP Z book X360 or Equal Windows		EA		05 454 00
	Tablet			2,182.82	65,484.60

Comm Code	Manufacturer	Specification	Model #	
43211509	HP		ZBook	· · · · · · · · · · · · · · · · · · ·

Extended Description:

HP Elite X2 Windows Tablet or Equal

INVOICE TO		SHIP TO			
DIVISION OF HIGHWAYS INFORMATION SERVICE I	DIVISION	DIVISION OF HIGHWAYS INFORMATION SERVICE	1		
1900 KANAWHA BLVD E, I	1900 KANAWHA BLVD E, BLDG 5 RM 920		1900 KANAWHA BLVD E, BLDG 5 RM 920		
CHARLESTON	WV25305-0430	CHARLESTON	WV 25305-0430		
us		us			

Line		Qty	Unit Issue	Unit Price	Total Price
2	Warranty upgrade windows tablets	30.00000	EA	403,17	
<u>L</u>	with accident damage protec				12,095.10

Comm Code	Manufacturer	Specification Model #	
81111818	HP		

Extended Description:

Warranty upgrade windows tablets with accident damage protec

INVOICETO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE 1900 KANAWHA BLVD E,	DIVISION	DIVISION OF HIGHWAYS INFORMATION SERVICE 1900 KANAWHA BLVD E,	DIVISION
CHARLESTON	WV25305-0430	CHARLESTON	WV 25305-0430
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Powered docking stations	30,00000	EA	• • • • • • • • • • • • • • • • • • • •	
				190.37	5,711.10

Comm Code	Manufacturer	Specification	Model #
43211602			····
	. HP		

Extended Description:
Powered docking stations

SCHEDULE	OF EVENTS		
Lina	Errant	Provid Born	

Line Event
1 QUESTION DEADLINE 10AM EST

Event Date 2018-10-19

SOLICITATION NUMBER: CRFQ DOT1900000033 Addendum Number: 1

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

Applicable Addendum C	ategory:
-----------------------	----------

[]	Modify bid opening date and time
I]	Modify specifications of product or service being sought
Į	/	Attachment of vendor questions and responses
Į	ļ	Attachment of pre-bid sign-in sheet
ľ	ſ	Correction of error
I	i	Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions

No other changes at this time

Bid opening remains November 7,2018 at 1:30 PM EST

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:

- All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

ATTACHMENT A

- Question 1: "On the above mentioned bid it appears that there are two different models of tablets being asked for Line 1 has HPZ Book X360 or Equal Windows Tablet. Extended description references HP Elite X2 Windows tablet. Can you clear this up for us?"
- Answer 1: Section 3.1.1 indicates that an HP Zbook X360 G5 or equivalent Windows tablet is being requested. The HP Elite X2 Windows tablet should be removed from the extended description".
- Question 2: "Your requested device is HP Z Book X360. May I ask two questions: 1. What generation of the HP Z Book is requested G4 or G5? 2. Would the end user accept the Microsoft Surface Book with the same power specification?"
- Answer 2: Section 3.1.1 indicates that an HP Zbook X360 G5 or equivalent Windows Tablet is requested. Equivalent alternatives are acceptable, provided the device meets all the mandatory specifications outlined in the attached RFQ specification document and subsequent addendum.
- Question 3. In order to provide the best possible pricing please verify the size flexibility in present day Laptops (12" 13" 14", & Tablet, tower (Full side vs Mini). Some options are opened up under different sizing configurations if the state is open to them.
- Answer 3: Please refer to General Requirements 3.1 of solicitation CRFQ DOT1900000033
- Question 4: Under the section 3.1.6.7 Power Laptop. Would the State accept a lesser screen size than 17" for this type of device since the standard Power Laptop today is more frequently 15".
- Answer 4: This is not a specification in solicitation CRFQ DOT1900000033
- Question 5. 3.1.1.6 Is the state flexible on the optional optical drive since current industry standards have gone to an external optical drive?
- Answer 5: 3.1.1.6 of CRFQ DOT1900000033 reads as follows:

Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such

Addendum 1

Technical Questions & Responses

alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

Question 6: Is it the desire of the State to keep their hard drives when sending the devices out for service/repair given the sensitive material they may contain?

Answer 6: Repairs are not included in solicitation CRFQ DOT1900000033, please review the specifications included in this solicitation

Question 7: Is it the desire of the State to asset tag each device prior to delivery?

Answer 7: This is not contained in the General Requirements section of CRFQ Dot1900000033

Question 8: Is it the desire of the State to have the device(s) imaged prior to delivery or manually by the state after the device is received.

Answer 8: This is not a requirement that is included in CRFQ DOT1900000033

Question 9. Would the State be open to considering additional configuration standards related to higher-end engineering (CAD) workstation-like devices?

Answer 9: This is not a requirement for CRFQ DOT1900000033

Question 10. Would the State extend the response due date to by two (2) weeks after the receipt of answers in order to allow vendors to respond to the answers and respond to all requirements appropriately?

Answer 10: No, bid opening for CRFQ DOT1900000033 will remain 11/07/2018 as this is only a onetime purchase and not a Request for Proposal

Question 11. Regarding the "Instructions to Bidders" section 11 (Exceptions and Clarifications) and "General Terms and Conditions" section 12 (Acceptance). We interpret these provisions to mean that exceptions to the T&Cs are allowed but could negatively impact the response. We also interpret this to mean that if we submit exceptions the State will not take the position that it can reject the exceptions and deem the Vendor

Addendum 1

Technical Questions & Responses

to have accepted the original terms, and that the State will, at its option, either (i) accept the Vendor's exceptions as part of the contract (ii) negotiate a written amendment to the contract that will include mutually acceptable terms on any exceptions to which the State objects; (iii) allow the Vendor to withdraw any of its exceptions, in writing, to which the State objects; or (iv) reject the submission. Would the State please confirm or provide more detail on what will happen in the event Vendor submits exceptions to which the State does not agree to accept?

Answer 11: Any exceptions to the Terms and Conditions will require legal counsel review. A more clarified answer cannot be given until the vendor's exceptions are received with their bid response.

Question 12. There are several provisions that are typically found in an Agreement for the sale of the product in scope of this RFP and which are not covered by the RFP documents. Should the Vendor provide such additional terms and conditions for the State's review as part of its proposal bid? Alternatively, should the Vendor just note in its proposal that it will require additional terms and conditions which it will provide for the State's review and negotiation on mutually acceptable terms and conditions if the Vendor is the State's preferred awardee?

Answer 12: Please refer to the Answer 11

Question 13. Regarding the "General Terms and Conditions" section 11(Liquidated Damages):
The liquidated damages section has a checkmark for liquidated damages contained in the Specifications, which we couldn't find in the Specifications document. Would the State please verify that it is not pursuing liquidated damages under this RFP award, or otherwise clarify?

Answer 13: The terms and conditions contained in CRFQ DOT1900000033 does not have liquidated damages checked. Please review the solicitation documents for this solicitation.

Question 14. Regarding the "General Terms and Conditions" section 26: Will the State agree that the software (including that which is provided by vendor with the hardware) will be subject to the software license terms that accompany the software (for example, a Windows O/S will be subject to Microsoft's software license agreement, and the hardware manufacturer's software tools on the system will be subject to that manufacturer's software license agreement)? If not, under what terms and conditions does the State believe the software will be licensed for use by the purchasing endusers, and what is the process for the end-user purchasers to execute the license agreements?

Addendum 1

Technical Questions & Responses

Answer 14:

As stated in section 26 of the General Terms and Conditions, Acceptance or use of the Vendor's forms does not constitute acceptance of the terms and condition

- Question 15. Regarding the "General Terms and Conditions" sections 42 (Preference for use of domestic steel) and 43 (Preference for use of domestic aluminum, glass and steel): We believe these are not applicable, would the State please confirm?
- Answer 15: These are boiler plate terms and conditions and are contained in every solicitation
- Question 16. Regarding the "Specifications" section 4.1. Does any renewal (years 2, 3 and 4) require the agreement of the Vendor at that time, or are you stating that Vendor commits now that it has agreed to the renewal in advance?
- Answer 16: As stated in the solicitation specifications Section 1 for CRFQ DOT1900000033, the purchase is for HP Tablets or equal is a one-time purchase
- Question 17. Regarding the "Specifications" section, number 4.2.3 and 4.2.4. Does the State agree that the terms and conditions provided by Vendor will apply to the purchase if the Vendor is awarded the contract, unless the State requests to negotiate these terms? If not, how will the process work for a sale under the RFP issued contract when a software license and/or a maintenance agreement are required for the sale? Will a link to these items be sufficient for the RFP response?
- Answer 17: This is not a specification included in CRFQ DOT1900000033
- Question 18. Regarding the "Specifications" section 6.4: Please define "deemed unacceptable." Please indicate a time period under which the Agency can deem such item "acceptable" and therefore subject to the warranty terms and not returned under section 6.4.
- Answer 18: This cannot be determined as this would be a case by case basis
- Question 19. Will the State agree to negotiate a reasonable monetary cap for direct damages?
- Answer 19: The State cannot agree to negotiate prior to an award recommendation being made.
- Question 20. Will the State agree that the Vendor will not be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, loss of profits or

Addendum 1

Technical Questions & Responses

revenue, or loss of data, whether based on breach of Contract, tort (including negligence), product liability or otherwise?

Answer 20: The State will not agree to any terms and conditions proposed by the vendor prior to a

recommendation to award being received from the agency

Question 21. Can you accept email submission for above bid. Solicitation No: CRFQ 0803
DOT1900000033Doc Description: HP WINDOWS BASED OR EQUAL TABLETS

W/ ACCESSORIES

Answer 21. Please review Instructions to Vendors Submitting Bids Section 6 contained in the solicitation documents regarding acceptable bid submission methods

Clarification & Modifications

- 3.1.1 This section has been modified to include the statements in red, "Travel Keyboard, must NOT be detachable and must include Click Pad Mouse that supports 2 way scroll, taps and gestures or equal."
- 3.1.1 Add the following statement, "Device must include a minimum of two (2) USB 3.0 ports."

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1900000033

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.

Adde	ndu	m Ì	Numbers Received:			
(Chec	k th	e bo	ox next to each addendum rece	eive	d)	
	[]	Addendum No. 1	[]	Addendum No. 6
	[]	Addendum No. 2	[]	Addendum No. 7
	[1	Addendum No. 3	[]	Addendum No. 8
]]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5]]	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.

Hypertec USA	Inc. (Hypertec Direct)
	Company
-(
	Authorized Signature
11-7-18	
	Date

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

MAY 31, 2019

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Hypetter USA, InCAddress: 1868 E Broadway Col Tempe, AZ 85882. Name of Authorized Agent: Argela : Kinnberger Address: Contract Number: Contract Description:
Name of Authorized Agent: Angela Konbergel Address:
Contract Number: Contract Description:
Governmental agency awarding contract:
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting busines entity for each category below (attach additional pages if necessary):
 Subcontractors or other entities performing work or service under the Contract □ Check here if none, otherwise list entity/individual names below.
 Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) □ Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding lega services related to the negotiation or drafting of the applicable contract) □ Check here if none, otherwise list entity/individual names below.
Signature: Date Signed:
State of <u>Arizona</u> , County of <u>Maricopa</u>
entity listed above, being duly swom, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
aken, sworn to and subscribed before me this 31 day of 1905+ 2018.
Notary Public's Signature Pate Received by State Agency: Date submitted to Ethics Commission: Sovernmental agency submitting Disclosure: Notary Public's Signature ARYON FARIEGH: Notary Public - State of Arizona Maricopa Ccunty My Commission Expirés



Hypertec Direct USA

1868 E. Broadway Rd Tempe, Arizona 85282 United States http://www.hypertecdirect.com/ (P) 1-866-787-0426 (F) 480-626-9001

Customer Notes

DELIVERY - 30 DAYS ARO

Quotation (Open)

Date

Nov 06, 2018 04:47 PM MST

Modified Date

Nov 07, 2018 11:19 AM MST

Doc#

56220 - rev 1 of 1

Description

RFQ DOT1900000033

SalesRep

Pratt, Toni

(P) 866-787-0426 ext. 4205

Customer Contact

dusty.j.smith@wv.gov

Smith Dusty J. (P) 304 558-9398

Customer

State of WV - Division of Highways (DO8998) Smith, Dusty J 1900 Kanawha Blvd E Bldg 5, RM A-220 Charleston, NC 25302 **United States** (P) 304-558-9398

Bill To

State of West Virginia/Div of Hwys Payable, Accounts 1900 Kanawha Blvd E Bldg 5, RM A-220 Charleston, NC 25302 United States (P) 304-558-9398

Ship To

State of West Virginia/Div of Hwys. Smith, Dusty J 1900 Kanawha Blvd E Bldg 5, RM A-220 Charleston, NC 25302 United States (P) 304-558-9398

Shipping and Payment Info

Customer PO:

Terms: Undefined

Ship Via: FedEx Ground

Carrier Account #:

Special Instructions:

Products

Image Description

HP ZBook Studio x360 G5 Mobile Workstation

Flip design - Core i7 8750H / 2.2 GHz - Win 10 Pro 64-bit - 16 GB RAM - 512 GB

P1000 / UHD Graphics 630 - Wi-Fi, Bluetooth - kbd; US

Part #

Tax Qty Unit Price

Total

4NL13UT#ABA Yes 30 \$2,182.82 \$65,484.60

SSD NVMe, TLC - 15.6" IPS touchscreen 3840 x 2160 (Ultra HD 4K) - Quadro

2UF95UT#ABA Yes 30 \$190.37 \$5,711.10

3

Docking station - USB-C - 2 x DP - GigE - 90 Watt - promo - with 4.5mm Adapter -US - for EliteBook 1040 G4; EliteBook x360; ProBook 430 G5, 450 G5, 470 G5; ZBook 14u G4; ZBook x2

Electronic HP Care Pack Next Business Day Hardware Support with Accidental

(Damage Protection

HP Universal

Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Elite x2; EliteBook 1050 G1, 745 G5, EliteBook x360; ZBook Studio

G5, Studio x360 G5

UC283E

Yes 30 \$403.17 \$12,095.10

Subtotal:

\$83,290.80

Tax (0.000%); Shipping:

\$0.00 \$0.00

Total:

\$83,290.80

EXHIBIT A - PRICING PAGE

tem Number	Quantity	Description	Unit Price	Total Cost
1	30	HP Zbook X360 Windows Tablets or equivalent with Dual Band wireless as specified in 3.1.1		
			\$2,182.85	\$65,484.60
2	30	Four (4) Year Accidental Damage Warranty as specified in 3.1.1.3		
			\$403.17	\$12,095.10
3	30	Manufacturer Provided Docking Stations as described in 3.1.1.4		
<u> </u>			\$190.37	\$5,711.10

Hypertec USA Inc. (Hypertec Direct)