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## Header 5

[List View](#)

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 550001

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: 000000219290 

SO Doc ID: DOT1900000091

Legal Name: Y &amp; S TECHNOLOGIES INC

Published Date: 4/9/19

Alias/DBA:

Close Date: 4/16/19

Total Bid: \$153,870.00

Close Time: 13:30

Response Date: 04/15/2019 

Status: Closed

Response Time: 19:52

Solicitation Description: ADDENDUM 1 (10) DELL T640, (1)  
DELL R740 SERVERS OR EQUAL   


Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 550001

**Solicitation Description :** ADDENDUM 1 (10) DELL T640, (1) DELL R740 SERVERS OR EQUAL

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-04-16 13:30:00	SR 0803 ESR04151900000004739	1

<b>VENDOR</b>
000000219290 Y & S TECHNOLOGIES INC

**Solicitation Number:** CRFQ 0803 DOT1900000091

**Total Bid :** \$153,870.00      **Response Date:** 2019-04-15      **Response Time:** 19:52:45

**Comments:** All items are new and sealed and come with a full manufacturer warranty.

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	(10) Dell Power Edge T640 Servers or equal	10.00000	EA	\$14,397.000000	\$143,970.00

Comm Code	Manufacturer	Specification	Model #
43211501			

**Extended Description :** (10) Dell Power Edge T640 or equal servers as configured in section 3.1 of the specifications

**Comments:** Lenovo ST550

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	(1) Dell Power Edge R740 or equal server	1.00000	EA	\$9,900.000000	\$9,900.00

Comm Code	Manufacturer	Specification	Model #
43211501			

**Extended Description :** (1) Dell Power Edge R740 or equal server as configured in section 3.1 of the specifications

**Comments:** Lenovo SR650

# Lenovo ThinkSystem ST550

Enterprise capacity and performance in a 2P/4U tower



## Enterprise Enabled, ROBO Ready

The Lenovo ThinkSystem ST550 is a scalable 4U tower server that features powerful Intel® Xeon® processor Scalable family CPUs. It provides the performance and reliability you expect from the data center, but optimized for office environments, with physical security and whisper-quiet operation. Its compact footprint uses 37 percent less space than its predecessor\*, making it ideal for under-desk, desk-side, or rack-mount use. ST550 is ideal for email/file/print and web serving, IT infrastructure, virtualization, VDI, and private cloud.

## Compact, Secure, Flexible

ST550 supports up to 96.4TB of internal storage capacity, and Lenovo AnyBay technology enables the mixing and matching of storage types (U.2/SAS/SATA) in the same bays. Up to 6x PCIe adapter slots and multiple hardware and software RAID options offer the flexibility you need for NICs, GPUs, and other adapters.

Physical and software security technologies, including lockable security bezel, Kensington lock slot, chassis intrusion switch, and TPM 1.2/2.0, are ideal for remote locations without the protection of a data center. ST550 also offers money-saving features, such as highly energy-efficient 80 PLUS Platinum and Titanium hot-swap PSUs, continuous operation up to 45°C, and easy centralized management via XClarity software.

## High-Performance, Reliable, Manageable

ST550 features more processor cores, memory, and I/O bandwidth than previous generations. It also provides more memory channels; 12Gb SAS interconnects; and support for HDD, SSD, NVMe, and M.2 drives; as well as high-performance GPUs—all at a lower price than previous generations.

Faster processors and memory, more cores, and support for NVMe and M.2 drives contribute to significantly better performance than the previous generation\*. In addition, optional NVMe drives provide ultra-fast storage that can be tiered for greater application performance. Combining enterprise-class RAS features and shared components across the server portfolio increases reliability, promotes greater peace of mind, and reduces TCO.

XClarity Controller is the management hardware engine inside every ThinkSystem server, and XClarity Administrator centralizes management of your ThinkSystem and ThinkAgile infrastructure. With Redfish APIs and XClarity integrators you can easily integrate the Lenovo infrastructure into higher-level IT applications.

## Why Lenovo

Lenovo is the leading provider of x86 systems for the data center. The portfolio includes rack, tower, blade, dense and converged systems, and supports enterprise class performance, reliability and security. Lenovo also offers a full range of networking, storage, software and solutions, and comprehensive services supporting business needs throughout the IT lifecycle.

Lenovo servers continue to be the industry's #1 most reliable<sup>†</sup>, with the industry's highest customer satisfaction<sup>‡</sup> rating.

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## Specifications

<b>Form Factor/Height</b>	4U rackable tower
<b>Number of Processors</b>	Up to 2x Intel® Xeon® Platinum processors, up to 125W
<b>Memory</b>	Up to 1.5TB <sup>1</sup> in 12x DIMM slots using 128GB DIMMs; 2666MHz TruDDR4
<b>Expansion Slots</b>	Up to 6x PCIe 3.0 (with 2x processors)
<b>Drive Bays</b>	Up to 16 SFF (including 4 NVMe) or 8 LFF bays; PLUS up to 4 SFF (in optical bay) & 2x internal M.2 boot
<b>HBA/RAID Support</b>	Software RAID (4x ports) std; opt. hardware RAID (up to 24x ports); up to 16-port HBAs
<b>Security and Reliability Features</b>	Lockable security bezel, Kensington lock slot, chassis intrusion switch, TPM 1.2/2.0, Predict Failure Analysis, HS/redundant drives, redundant PSUs, and 45°C continuous operation
<b>Network Interface</b>	2x 1GbE ports std; optional 1GbE, 10GBASE-T, and 10Gb SFP+; 1x dedicated 1GbE management port
<b>Power (Energy Star 2.1 compliant)</b>	1x 450W 80 PLUS Gold (fixed); <b>or</b> 2x 550W/750W/1100W 80 PLUS Platinum (hot-swap/redundant N+1); <b>or</b> 2x 750W 80 PLUS Titanium (hot-swap/redundant)
<b>Systems Management</b>	XClarity Controller embedded management, XClarity Administrator centralized infrastructure delivery, XClarity Integrator plugins, XClarity Energy Manager centralized server power management
<b>OSes Supported</b>	Microsoft Windows Server, SLES, RHEL, VMware vSphere. Visit <a href="http://lenovopress.com/osig">lenovopress.com/osig</a> for more information.
<b>Limited Warranty</b>	1- and 3-year customer replaceable unit and onsite service, next business day 9x5, opt. service upgrades

\* Compared to Lenovo ThinkServer TD350; <sup>1</sup> 2016-2017 Global Hardware, Server OS Reliability Report, ITIC; October 2016;

<sup>2</sup> 2H16 Corporate IT Buying Behavior and Customer Satisfaction Study, TBR; December 2016; <sup>3</sup> 768GB at GA; 128GB DIMMs available in the near future. Available prior to GA via special bid.

## Featured Options

<b>3.5-inch 10TB 7,200rpm SAS 12Gb Hot-Swap 512e HDD</b>	<b>Intel X550-T2 Dual-Port 10GBase-T Adapter</b>	<b>64GB TruDDR4 2666MHz (4Rx4 1.2V) LRDIMM</b>
<b>7XB7A00046</b>	<b>O0MM860</b>	<b>7X77A01305</b>
High-capacity drives for enterprise- class applications	Efficient 10Gb BaseT Ethernet controller using Broadcom's latest technology	Improve server performance and reliability with high-capacity TruDDR4 memory

Visit [Options](#) for more information.

## For More Information

To learn more about the Lenovo ThinkSystem ST550, contact your Lenovo representative or Business Partner or visit [www.lenovo.com/thinksystem](http://www.lenovo.com/thinksystem). For detailed specifications consult the [ST550 Product Guide](#).

**NEED STORAGE?**

Learn more about Lenovo Storage  
[www.lenovo.com/systems/storage](http://www.lenovo.com/systems/storage)

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# Lenovo ThinkSystem SR650

High-performance scalable server



## For Compute-Intensive Workloads

For medium to large enterprises, and managed and cloud service providers, Lenovo ThinkSystem SR650 is the optimum 2U, two-socket server—the most widely used server type worldwide. It's engineered to deliver high performance with 205W CPUs, low-latency NVMe drives, and high-power GPUs.

With Lenovo's history of reliability, the highly flexible and configurable SR650 is the ideal platform for hyperconverged infrastructure (HCI) or software-defined storage (SDS). It provides a solid foundation for: 1) transforming physical resources into services, using validated designs for hybrid cloud; 2) performing analytics on streaming data, using validated designs for Big Data; and 3) increasing productivity of virtualized transactional systems, using validated designs for OLTP databases.

## Versatile and Scalable

ThinkSystem SR650 incorporates up to two powerful Intel® Xeon® processor Scalable family CPUs, with 27 percent more cores and twice the memory capacity of the previous generation server\*. It supports two 300W high-performance GPUs and ML2 NIC adapters with shared management. Unique Lenovo AnyBay technology provides the flexibility to mix-and-match SAS/SATA HDDs/SSDs and NVMe SSDs in the same drive bays. Four direct-connect NVMe ports on the motherboard provide ultra-fast read/writes with NVMe drives and reduce costs by eliminating PCIe switch adapters. Plus, storage can be tiered for greater application performance, to provide the most cost-effective solution. Optional mirrored M.2 drives ensure reliability and quick OS initialization. SR650 also features 80 PLUS Platinum and Titanium PSUs, as well as continuous operation at 45°C, to reduce energy costs.

## Easily Managed

Lenovo XClarity Controller is an all-new hardware embedded management engine common in every ThinkSystem server. XClarity Controller features an uncluttered graphical user interface, industry standard Redfish-compliant REST APIs, and enables booting in half the time of prior generation servers, with up to 6x faster firmware updates.

Lenovo XClarity Administrator is a virtualized application that centrally manages ThinkSystem servers, storage, and networking. Via reusable patterns and policies, it ramps up and scales infrastructure provisioning and maintenance. It serves as a central integration point to extend your data center management processes to physical IT. Running XClarity Integrators in external IT applications, or integrating through REST APIs, helps you further speed services provisioning, streamline IT management, and contain costs.

Lenovo servers continue to be the industry's #1 most reliable<sup>1</sup>, with the industry's highest customer satisfaction<sup>1</sup> rating.

## Why Lenovo

Lenovo is the leading provider of x86 systems for the data center. The portfolio includes rack, tower, blade, dense and converged systems, and supports enterprise class performance, reliability and security. Lenovo also offers a full range of networking, storage, software and solutions, and comprehensive services supporting business needs throughout the IT lifecycle.

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## Specifications

<b>Form Factor/Height</b>	2U rack server
<b>Number of Processors</b>	Up to 2x Intel® Xeon® Platinum processors, up to 205W
<b>Memory</b>	Up to 3TB <sup>5</sup> in 24x DIMM slots using 128GB DIMMs; 2666MHz TruDDR4
<b>Expansion Slots</b>	Up to 7x PCIe 3.0 via multiple riser options, including 1x dedicated PCIe slot for RAID adapter
<b>Drive Bays</b>	Up to 24 HS bays (incl. 4 or 8 AnyBay): plus up to 2x mirrored M.2 boot (opt. RAID 1)
<b>HBA/RAID Support</b>	Hardware RAID (up to 24 ports) with flash cache; up to 16-port HBAs
<b>Security and Availability Features</b>	TPM 1.2/2.0; PFA; HS/redundant drives, fans, and PSUs; 45°C continuous operation; light path diagnostic LEDs; front-access diagnostics via dedicated USB port
<b>Network Interface</b>	2/4-port 1GbE LOM; 2/4-port 10GbE LOM (Base-T or SFP+); 1x dedicated 1GbE mngmt port
<b>Power (Energy Star 2.0 compliant)</b>	2x hot swap/redundant: 550W/750W/1100W/1600W 80 PLUS Platinum; or 750W 80 PLUS Titanium
<b>Systems Management</b>	XClarity Controller embedded management, XClarity Administrator centralized infrastructure delivery, XClarity Integrator plugins, and XClarity Energy Manager centralized server power management
<b>OSes Supported</b>	Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMware vSphere. Visit <a href="http://lenovopress.com/osig">lenovopress.com/osig</a> for details.
<b>Limited Warranty</b>	1- and 3-year customer replaceable unit and onsite service, next business day 9x5; opt. service upgrades

\* Compared to Lenovo x3650 M5.; <sup>1</sup>2016-2017 Global Hardware, Server OS Reliability Report, ITIC; October 2016.

<sup>2</sup>H16 Corporate IT Buying Behavior and Customer Satisfaction Study, TBR; December 2016.; <sup>3</sup>1.5TB at GA; 128GB DIMMs available in the near future. Available prior to GA via special bid.

## Featured Options

<b>NVIDIA Tesla P100 16GB PCIe Passive GPU</b>	<b>Intel OPA 100 Series Single-port PCIe 3.0 x16 HFA</b>	<b>2.5-inch 7.68TB SAS 12Gb Hot-Swap SSD</b>
<b>7X67A00068</b>	<b>00WE027</b>	<b>7N47A00122</b>
Designed to boost throughput for HPC and hyperscale data centers	Designed for HPC workloads with low end-to-end latency	High-performance/reliability solution for read/capacity-intensive applications

Visit [Options](#) for more information.

## For More Information

To learn more about the Lenovo ThinkSystem SR650, contact your Lenovo representative or Business Partner or visit [www.lenovo.com/thinksystem](http://www.lenovo.com/thinksystem). For detailed specs, consult the [SR650 Product Guide](#).

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**EXHIBIT A - PRICING PAGE**

**CRFQ DOT1900000091**

<b>Item Number</b>	<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>TOTAL Cost</b>
1	10	Dell Power Edge T640 Rack Server or equivalent as specified in 3.1	\$14,397.00	\$143,970.00
2	1	Dell Power Edge R740 Rack Server or equivalent as specified in 3.1.2	\$9,900.00	\$9,900.00
<b>Total Bid Amount</b>				\$153,870.00

Date 04/14/2019

DIVISION OF HIGHWAYS  
Solicitation: DOT1900000091  
Crystal Rink

**1 (10) DELL T640, (1) DELL R740 SERVERS OR EQUAL**

Dear Crystal,

**Proposal**

After extensive research, we are proposing a solution by Lenovo. Lenovo is the leading PC manufacture in the world. Over the past **30 quarters** they have had the highest growth rate of any major PC manufacture in the world. Their US headquarters is located in Raleigh, North Carolina and all tech support is handled by US technicians based out of Atlanta, GA. Lenovo has acquired prestigious accounts, including the NYC Board of Education (largest school district in the country), Clark County School District (Las Vegas) and the United Nations Etc.

Lenovo Corporation has been in business for over 25 years. They began as a small manufacturer of PC clone computers and 10 years ago they purchased the IBM ThinkPad line computers. Just as, IBM they value engineering and quality. The products that they release meets the heights standards of quality and durability. **Gartner**, an independent and well known testing lab, rates Lenovo as the leader in this industry. We will be attaching the **Gartner Table** for your consideration.

**QTY 10 Servers**

For this solution, we are proposing **QTY 10 of the Lenovo Think System ST550 that comes with 7 year NBD onsite warranty that meet or exceeds the specifications that you requested. Please see the build below on what we are proposing. I have attached Data sheets on the server for your convenience.**

Part number	Product Description	Qty
7X10CTO1WW	Lenovo ThinkSystem ST550 -	1
AVS6	ThinkSystem ST550 16x2.5" Chassis	1
AWEL	Intel Xeon Gold 6126 12C 125W 2.6GHz Processor	1
AUND	ThinkSystem 32GB TruDDR4 2666 MHz (2Rx4 1.2V) RDIMM	4
AVRN	ThinkSystem ST550 2.5" SATA/SAS 8-Bay Backplane	2
5977	Select Storage devices - no configured RAID required	1
AUNK	ThinkSystem RAID 930-16i 4GB Flash PCIe 12Gb Adapter	1
B0YS	ThinkSystem 2.5" 2.4TB 10K SAS 12Gb Hot Swap 512e HDD	12
ATPX	Intel X550-T2 Dual Port 10GBase-T Adapter	1
AWFS	ThinkSystem 750W (230/115V) Platinum Hot Swap Power Supply	2
6313	2.8m, 10A/120V, C13 to NEMA 5-15P (US) Line Cord	2

<b>AUPW</b>	<b>ThinkSystem XClarity Controller Standard to Enterprise Upgrade</b>	<b>1</b>
<b>AVRR</b>	<b>ThinkSystem ST550 4U Security Bezel</b>	<b>1</b>
<b>B0MJ</b>	<b>Feature Enable TPM 1.2</b>	<b>1</b>
<b>AVRA</b>	<b>ThinkSystem ST550/ST558 MB</b>	<b>1</b>
<b>AVSX</b>	<b>4U 2.5" HDD Conf HDD Sequence Label (0-15)</b>	<b>1</b>
<b>AVSY</b>	<b>ST550 Service Label LI</b>	<b>1</b>
<b>AVSK</b>	<b>ST550/ST558 Model Number Label</b>	<b>2</b>
<b>AVEN</b>	<b>ThinkSystem 1x1 2.5" HDD Filler</b>	<b>4</b>
<b>AVSG</b>	<b>Package for ST550/ST558</b>	<b>1</b>
<b>AVRL</b>	<b>ThinkSystem ST550/ST558 PIB</b>	<b>1</b>
<b>AVRT</b>	<b>4U Midia Bay Dummy</b>	<b>2</b>
<b>AUTJ</b>	<b>ThinkSystem common Intel Label</b>	<b>1</b>
<b>AUNP</b>	<b>FBU345 SuperCap</b>	<b>1</b>
<b>AVST</b>	<b>ST550 Agency Label</b>	<b>1</b>
<b>B173</b>	<b>Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory</b>	<b>1</b>
<b>ASFE</b>	<b>Notice for Advanced Format 512e Hard Disk Drives</b>	<b>1</b>
<b>AVSJ</b>	<b>750W Platinum RDN PSU Caution Label (Tower) LI</b>	<b>1</b>
<b>AUTA</b>	<b>XCC Network Access Label</b>	<b>1</b>
<b>AURR</b>	<b>ThinkSystem M3.5 Screw for Riser 2x2pcs and SR530/550/558/570/590 Planar 5pcs</b>	<b>13</b>
<b>AUS5</b>	<b>Lenovo ThinkSystem CPU HS Clip</b>	<b>1</b>
<b>AWF9</b>	<b>ThinkSystem Response time Service Label LI</b>	<b>1</b>
<b>AVS2</b>	<b>ST550/ST558 CPU Heatsink</b>	<b>1</b>
<b>AVRW</b>	<b>9238 Fan Dummy</b>	<b>1</b>
<b>AVS0</b>	<b>4U MS Reduntant PSU Cage</b>	<b>1</b>
<b>AUTV</b>	<b>ThinkSystem large Label for non-24x2.5"/12x3.5"/10x2.5"</b>	<b>2</b>
<b>AVSD</b>	<b>ST550/ST558 Intrusion SW Cable</b>	<b>1</b>
<b>AVS8</b>	<b>ThinkSystem ST550/ST558 8x2.5" HDD BP Cable Kit</b>	<b>2</b>
<b>AVSE</b>	<b>ThinkSystem ST550/ST558 PIB Cable Kit</b>	<b>1</b>
<b>AVJ0</b>	<b>ThinkSystem SR650/ST550/ST558 Super Cap Cable</b>	<b>1</b>
<b>B0ML</b>	<b>Feature Enable TPM on MB</b>	<b>1</b>
<b>B130</b>	<b>Thinksystem ST550 WW Lenovo LPK</b>	<b>1</b>
<b>A2HP</b>	<b>Configuration ID 01</b>	<b>1</b>
<b>5374CM1</b>	<b>Configuration Instruction</b>	<b>1</b>
<b>AVE2</b>	<b>ThinkSystem RAID 930-16i 4GB Flash PCIe 12Gb Adapter placement</b>	<b>1</b>
<b>A2JX</b>	<b>Controller 01</b>	<b>1</b>
<b>A2HP</b>	<b>Configuration ID 01</b>	<b>1</b>
<b>5WS7A07563</b>	<b>Premier with Foundation - 7Yr Next Business Day Response</b>	<b>1</b>

## QTY 1 Server

For this solution, we are proposing QTY 1 of the Lenovo Think System SR650 that comes with 5 year NBD onsite warranty that meet or exceeds the specifications that you requested. Please see the build below on what we are proposing. I have attached Data sheets on the server for your convenience.

Part number	Product Description	Qty
<b>7X06CTO1WW</b>	<b>Lenovo ThinkSystem SR650</b>	<b>1</b>
<b>AUVX</b>	<b>ThinkSystem SR650 2.5" Chassis with 8 or 16 bays</b>	<b>1</b>
<b>AWEL</b>	<b>Intel Xeon Gold 6126 12C 125W 2.6GHz Processor</b>	<b>1</b>
<b>AUND</b>	<b>ThinkSystem 32GB TruDDR4 2666 MHz (2Rx4 1.2V) RDIMM</b>	<b>2</b>
<b>AURA</b>	<b>ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane</b>	<b>1</b>
<b>5977</b>	<b>Select Storage devices - no configured RAID required</b>	<b>1</b>
<b>B4RQ</b>	<b>ThinkSystem RAID 730-8i 2GB Flash PCIe 12Gb Adapter</b>	<b>1</b>
<b>AUM1</b>	<b>ThinkSystem 2.5" 1.2TB 10K SAS 12Gb Hot Swap 512n HDD</b>	<b>4</b>
<b>AUKL</b>	<b>ThinkSystem 10Gb 2-port Base-T LOM</b>	<b>1</b>
<b>AUZY</b>	<b>ThinkSystem I350-T2 PCIe 1Gb 2-Port RJ45 Ethernet Adapter</b>	<b>1</b>
<b>AVWD</b>	<b>ThinkSystem 750W(230/115V) Platinum Hot-Swap Power Supply</b>	<b>2</b>
<b>6313</b>	<b>2.8m, 10A/120V, C13 to NEMA 5-15P (US) Line Cord</b>	<b>2</b>
<b>AUPW</b>	<b>ThinkSystem XClarity Controller Standard to Enterprise Upgrade</b>	<b>1</b>
<b>B0MJ</b>	<b>Feature Enable TPM 1.2</b>	<b>1</b>
<b>AXCA</b>	<b>ThinkSystem Toolless Slide Rail</b>	<b>1</b>
<b>AURD</b>	<b>ThinkSystem 2U left EIA Latch Standard</b>	<b>1</b>
<b>AUQB</b>	<b>Lenovo ThinkSystem Mainstream MB - 2U</b>	<b>1</b>
<b>B5Z6</b>	<b>Super Cap Cable-450mm for LSI93XX</b>	<b>1</b>
<b>AUSH</b>	<b>MS First 2U 8x2.5" HDD BP Cable Kit</b>	<b>1</b>
<b>B4X7</b>	<b>2U Bracket for Raid 730-8i 2GB</b>	<b>1</b>
<b>B0ML</b>	<b>Feature Enable TPM on MB</b>	<b>1</b>
<b>AWFF</b>	<b>ThinkSystem SR650 WW Lenovo LPK</b>	<b>1</b>
<b>AUS6</b>	<b>Lenovo ThinkSystem 1U height CPU HS Dummy</b>	<b>1</b>
<b>AUSE</b>	<b>Lenovo ThinkSystem 2U CPU Entry Heatsink</b>	<b>1</b>
<b>AUSZ</b>	<b>ThinkSystem SR650 Service Label LI</b>	<b>1</b>
<b>AVJ2</b>	<b>ThinkSystem 4R CPU HS Clip</b>	<b>1</b>
<b>AUTJ</b>	<b>ThinkSystem common Intel Label</b>	<b>1</b>
<b>AVWJ</b>	<b>ThinkSystem 750W Platinum RDN PSU Caution Label</b>	<b>1</b>

<b>AURF</b>	<b>Lenovo ThinkSystem 2U 2FH Riser Dummy</b>	<b>1</b>
<b>AURV</b>	<b>Lenovo ThinkSystem 2U MS air duct for 1U HS</b>	<b>1</b>
<b>AURT</b>	<b>Lenovo ThinkSystem 2U 3FH Riser Dummy</b>	<b>1</b>
<b>AUTD</b>	<b>ThinkSystem SR650 model number Label</b>	<b>1</b>
<b>AVEN</b>	<b>ThinkSystem 1x1 2.5" HDD Filler</b>	<b>4</b>
<b>AUTA</b>	<b>XCC Network Access Label</b>	<b>1</b>
<b>AWF9</b>	<b>ThinkSystem Response time Service Label LI</b>	<b>1</b>
<b>B59Z</b>	<b>FBU02 SuperCap</b>	<b>1</b>
<b>AUSU</b>	<b>ThinkSystem Package for SR650</b>	<b>1</b>
<b>AVWK</b>	<b>ThinkSystem EIA Plate with Lenovo Logo</b>	<b>1</b>
<b>AUT1</b>	<b>ThinkSystem SR650 Lenovo Agency Label</b>	<b>1</b>
<b>AUTV</b>	<b>ThinkSystem large Label for non- 24x2.5"/12x3.5"/10x2.5"</b>	<b>1</b>
<b>AURL</b>	<b>Lenovo ThinkSystem 6038 Fan Dummy</b>	<b>1</b>
<b>AURS</b>	<b>Lenovo ThinkSystem Memory Dummy</b>	<b>10</b>
<b>AUSA</b>	<b>Lenovo ThinkSystem M3.5" Screw for EIA</b>	<b>4</b>
<b>AVEQ</b>	<b>ThinkSystem 8x1 2.5" HDD Filler</b>	<b>1</b>
<b>B173</b>	<b>Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory</b>	<b>1</b>
<b>AUTF</b>	<b>ThinkSystem 4-7 sequence Label for 2U 2.5"</b>	<b>1</b>
<b>AUTY</b>	<b>ThinkSystem 12-15 sequence Label for 24x2.5" Chassis</b>	<b>1</b>
<b>A2HP</b>	<b>Configuration ID 01</b>	<b>1</b>
<b>5374CM1</b>	<b>Configuration Instruction</b>	<b>1</b>
<b>B4X8</b>	<b>ThinkSystem RAID 730-8i 2GB Flash PCIe 12Gb Adapter Placement</b>	<b>1</b>
<b>A2JX</b>	<b>Controller 01</b>	<b>1</b>
<b>A2HP</b>	<b>Configuration ID 01</b>	<b>1</b>
<b>5WS7A07561</b>	<b>Premier with Foundation - 5Yr Next Business Day Response</b>	<b>1</b>

### **Pricing**

Please see bid paperwork for pricing.

### **Insurance**

Y&S Technologies maintains all required commercial insurance policies and will be more than happy to provide proof of insurance if the State requests it.

### **Addendum**

**Y&s acknowledges addendum number 1**

## Delivery

We can provide delivery within 21 days ARO. Our price includes shipping and handling.

## Y&S References

Y&S has provided solutions like this throughout the country. Here are a few references for your convenience:

- 1) **Reginal Transportation Authority** in Dayton, OH. Point of Contact is Jim Canaday, Ph #937-425-8320, E-mail [jcanaday@greaterdaytonrta.org](mailto:jcanaday@greaterdaytonrta.org). We provided 5 Lenovo System X servers with Microsoft Licenses worth over \$189,000 in June 2016.
- 2) **Applied Materials** in Hopewell Junction, NY. Point of Contact is Paul Llanos, Ph #845-227-0298, E-mail [Paul.Llanos@amat.com](mailto:Paul.Llanos@amat.com). We provided Applied Materials with over \$700,000 worth of System X Server equipment over the past couple of years.
- 3) **Knoxville Utility Board** in Knoxville, KY. Point of Contact is Rebekah Taylor. Ph #865-558-2307, E-mail [Rebekah.taylor@kub.org](mailto:Rebekah.taylor@kub.org). KUB purchases over \$150,000 worth of System X servers over the past couple of years.
- 4) **Craven County Schools**, in New Bern, NC. The point of contact is Lori Prescott who can be reached at 252-514-6357 or by E-mail at [Lori.prescott@craven.k12.nc.us](mailto:Lori.prescott@craven.k12.nc.us). We supplied over 750 Lenovo Chromebooks with services valued over \$350,000 in over the past couple of years.
- 5) **Booneville School District** in Booneville, MS. Point of contact is Dustin Pounders, Ph #662-728-2171, E-mail [dpounders@boonevilleschools.org](mailto:dpounders@boonevilleschools.org). We supplied over 800 Lenovo Chromebooks with services valued over \$150,000.
- 6) **Wilton Public Schools** in Wilton, CT. The point of contact is Helaine Walker who is the senior Admin for the IT Director. Helaine can be reached by 203-834-4874 or by [walkerh@wilton.k12.ct.us](mailto:walkerh@wilton.k12.ct.us). We sold over \$575,000 worth of Lenovo Laptops and accessories with Image services.
- 7) **West Virginia Alcohol Beverage Control Administration**. The point of contact is Randy Haynes. We supplied over 6 Lenovo servers in January of 2018 worth over \$50,000 we were over \$30,000 dollars cheaper than the next bidder.

## Point of Contact

Saul Finck (Sales Manager) will be your point of contact for this contract and will assist the States and its personnel in any matters related to this contract. Contact Information is as follows: PH #718-473-0284 Ext 200. E-mail [saul@yandstech.com](mailto:saul@yandstech.com).

## Brief History of our Company

Y&S Technologies have been in business for over eleven years with our primary focus on the education and government sector. Our senior staffs have over 40 years of combined experience, selling and servicing the academic and government market. Y & S Technologies was established in the midst of the worst recession since the Great Depression. We have not only survived but we have grown our

business every year by a minimum of 20%. We offer our customers highly competitive solutions, the best products at the best prices, and a high level of service and support. These directly contribute to our successful and expanding business.

If you should need any further information please feel free to contact me at your earliest convenience. Thanking for the opportunity to do business with your city.

Saul Finck  
Sales Manager  
Y&S Technologies



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

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 550001

Doc Description: ADDENDUM 1 (10) DELL T640, (1) DELL R740 SERVERS OR EQUAL

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-09	2019-04-16 13:30:00	CRFQ 0803 DOT1900000091	2

**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:

*TEStochnologies 383 Kingston Ave Ste H 357  
 Brooklyn NY 11213 718-473-0284 x203*

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 611569225

DATE 04/14/2019

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

**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 TEN (10) DELL T640 SERVERS AND ONE (1) DELL R740 SERVER OR EQUAL PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	(10) Dell Power Edge T640 Servers or equal	10.00000	EA	<i>\$ 14,397.00</i>	<i>\$ 143,970.00</i>

Comm Code	Manufacturer	Specification	Model #
43211501	<i>LEHORO</i>	<i>AS REPAIRED</i>	<i>57550</i>

Extended Description :  
 (10) Dell Power Edge T640 or equal servers as configured in section 3.1 of the specifications

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	(1) Dell Power Edge R740 or equal server	1.00000	EA	<i>\$ 9,900.00</i>	<i>\$ 9,900.00</i>

Comm Code	Manufacturer	Specification	Model #
43211501	<i>LEHORO</i>	<i>AS REPAIRED</i>	<i>SR650</i>

Extended Description :  
 (1) Dell Power Edge R740 or equal server as configured in section 3.1 of the specifications

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-04-02

**SOLICITATION NUMBER:** CRFQ DOT1900000091

**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 time
- 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 answers to vendor questions

No other changes

Bid opening remains April 16, 2019 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:**

1. 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.

# ATTACHMENT A

**CRFQ DOT1900000091**

**Addendum 1**

**Technical Questions & Responses**

**Question 1:** “You ask for 7 years of ND Onsite Service for the 10 tower servers, will 5 years be sufficient? Additionally, most manufacturers only offer 5 year upfront.

**Answer 1:** Section 3.1.1 requires seven years of coverage. This specification was verified and is available.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1900000091**

**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.

\_\_\_\_\_  
YESTECHNOLOGIES  
Company

\_\_\_\_\_  
  
Authorized Signature

\_\_\_\_\_  
04/14/2019  
Date

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

**REQUEST FOR QUOTATION**  
**CRFQ DOT1900000091**  
**Dell Power Edge Servers or Equivalent**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids to establish a contract for the one-time purchase of (10) PowerEdge T640 Tower Servers for installation in (10) of the Division of Highways District Offices located throughout the state and (1) Dell Power Edge R740 server for installation at the Building 6 Data Center located in Charleston, WV.
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 components provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Department of Transportation.
  - 2.4 **“GB”** stands for gigabyte.
  - 2.5 **“TB”** stands for terabyte.
  - 2.6 **“GHZ”** stands for gigahertz.
  - 2.7 **“Cache”** is a hardware or software component that stores data so that future requests for that data can be served faster.
  - 2.8 **“GT/s”** means Giga-transfers per Second.
  - 2.9 **“HT”** means hyper-threading
  - 2.10 **“RDIMM”** means Registered Dual In-line Memory Module.
  - 2.11 **“RAID”** means Redundant Array of Independent Disks; this is a data storage virtualization technology that combines multiple physical disk drive components into a single logical unit for the purposes of data redundancy, performance improvement, or both.

**REQUEST FOR QUOTATION**  
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**Dell Power Edge Servers or Equivalent**

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- 2.12 **“Hot-Plug”** means being able to add a component to a running computer system without significant interruption to the operation of the system.
- 2.13 **“NEMA”** means National Electrical Manufacturers Association.
- 2.14 **“CPU”** means Central Processing Unit.
- 2.15 **“SAS”** means Serial Attached SCSI (small computer system interface), a point-to-point serial protocol that moved data to and from computer storage devices such as hard drives and tape drives.
- 2.16 **“PERC”** means PowerEdge RAID Controller.
- 2.17 **“SATA”** means Serial Advanced Technology Attachment.
- 2.18 **“Performance Optimized”** means the system is tuned for peak performance.

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 Ten (10) Dell Power Edge T640 Tower Servers or equivalent tower servers.** Server must be provided with the factory installed components listed below:

- Intel Xeon Gold 6126 2.6 GB 12/C 24T, 10.4 GT/s 19.25M Cache, Turbo, HT (125 W) DDR-2666 processor, or equivalent.
- No additional processor required.
- Standard HS or less 150 watt processor thermal configuration.
- 2666MT/s RDIMMS memory or equivalent.
- Memory Configuration performance optimized or equivalent.
- (4) four 32 GB RDIMM, 2666 MT/s Dual Rank memory
- No RAID for HDDs/SSDs Mixed Drive Types Allowed.
- PERC H730P RAID Internal Storage Controller, 2 GB NV Cache
- (12) twelve 2.4 TB 10K RPM SAS 12 GBPS 512 E 2.5 Hot Plug Hard Drive 3.5 inch
- No Boot Optimized Storage
- No Operating System Installed
- No Media Required
- iDrac9 Embedded Systems Management Enterprise or equivalent

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**Dell Power Edge Servers or Equivalent**

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- iDrac Group Manager Disabled
- iDrac Factory Generated Password or equivalent
- No Removable Storage
- On Board Dual Port 10GbE LOM Network Card
- Additional Broadcom 5720 DP 1 Gb Network Interface Card
- No internal optical drive
- No additional fan
- Dual Hot Plug, Redundant Power Supply 1100W
- No Bezel
- (2) two NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP 10 feet power cord
- ReadyRails Sliding Rails without cable management arm
- No System Documentation
- No installation or deployment service
- Manufacturer's Standard warranty – or equal. Warranty should include parts and labor for one year.

**3.1.1.1** Vendor must provide a manufacturer's seven (7) Year Pro Support Plus Next Business Day Onsite Service for Dell Power Edge T640 Tower Server or equivalent.

**3.1.2 (1) One Dell Power Edge R740 Rack Server or equivalent.** Server must be provided with the factory installed components listed below:

- Dell Power Edge Rack R740 Server chassis with up to (8) eight x 3.5" SAS/SATA Hard drives for 1 CPU configuration.
- Intel Xeon Gold 6126 2.6 G, 12C/24T, 10.4 GT/s 19.25 M Cache, Turbo, HT (125W) DDR4-2666.
- No additional processor
- (1) one standard heatsink for 125W or less CPU processor thermal configuration
- Memory performance optimized
- (2) two 32 GB RDIMM, 2666MT/s Dual Rang memory
- C7 Unconfigured RAID for HDDs or SDDs Mixed Drive Types Allowed
- PERC H330 RAID Controller Minicard
- (4) 1.2 TB 10K RPM SAS 12 Gbps 512 n 2.5 inch Hot Plug Hard Drive 3.5in HYB CARR
- No Operating System

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CRFQ DOT1900000091  
Dell Power Edge Servers or Equivalent**

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- No Media
- Embedded iDRAC9 Enterprise Management System
- PCIe Riser Configuration 1, 4x8 slots
- Broadcom 57416 two Port 10 Gb Base T plus 5720 two port 1 Gb Base T, rNDC
- No internal optical drive
- (4) four standard fans for R740/740 XD
- Dual Hot Plug, redundant power supply (1+1) 750 W
- (2) two NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP 10 feet, power cord
- No Bezel
- Performance BIOS Setting
- Ready Rails Sliding Rails without cable management arm
- No System documentation
- No installation
- 

**3.1.2.1** Vendor must provide a manufacturer's five (5) Year Pro Support Plus Next Business Day Onsite Service for Dell Power Edge T640 Tower Server or equivalent.

**3.1.3** All hardware components, warranty/support must be provided directly by hardware manufacturer.

**3.1.3.1** Vendor should provide with the bid, a detailed configuration document outlining all the components included in the equipment being specified. Vendor must provide documents upon request.

**3.1.3.2** Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. Literature and/or samples must be provided upon request.

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.

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**Dell Power Edge Servers or Equivalent**

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**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 providing a total cost for the hardware being requested. 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.

Vendor should type or electronically 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.

**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 or notice to proceed. Vendor shall deliver the Contract Items within (20) twenty work days after receiving a purchase order or notice to proceed. Final cost shall include shipping charges, delivery charges. Contract Items must be delivered to Department of Transportation/Highways Information Services, Building 5, Room 920. All server components must be installed in the server at time of delivery.
- 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

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**Dell Power Edge Servers or Equivalent**

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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.

**7 VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

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 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: (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.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RS Technologies

Authorized Signature: [Signature] Date: 04/14/2019

State of Colorado

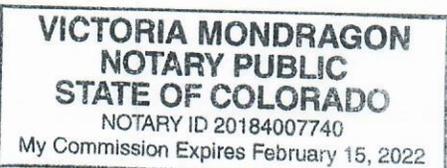
County of Arapahoe, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of April, 2019.

My Commission expires 02/15, 2022.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Victoria M. Mondragon



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: TE Technologies Address: 383 King Street SEB#  
357 BROOKLYN NY 11213  
Name of Authorized Agent: SAGI FINCK Address: 440 ROSEMONT AVE SEC #203  
LOBE TREE CO #0124  
Contract Number: CDFR 003 DOT 19000001 Contract Description: SERVICES  
Governmental agency awarding contract: Division of Highways

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 business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

2. **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 legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Date Signed: 04/14/2019

**Notary Verification**

State of Colorado, County of Arapahoe:

I, SAGI FINCK, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 15<sup>th</sup> day of April, 2019.

Victoria M. Mondragon  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_

