



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25303-0130

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 485225

Doc Description: IBM 3rd Party Network Equip Maintenance

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-10	2018-09-25 13:30:00	CRFQ 1300 STO1900000002	1

**BID RECEIVING LOCATION**

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

WV 25305

**VENDOR**

Vendor Name, Address and Telephone Number:

REMIANT TECHNOLOGY LLC  
 Attn - JON NOLAN  
 1371 SOUTHWINDS CIRCLE NW  
 ATLANTA GA 30318

404.551.4534



**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X

FEIN#

83-0483136

DATE

9.12.18

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Treasurer's Office (STO) to establish a contract to provide 3rd Party Hardware Maintenance Services on certain existing servers, storage arrays and networking devices that are going end of life (EOL) and end of support (EOS) via the original equipment manufacturer per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145	
CHARLESTON	WV25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Please see the attached Exhibit A Pricing Page				

Comm Code	Manufacturer	Specification	Model #
81111803			

**Extended Description :**

Please see the attached Exhibit A Pricing Page for requested pricing information.

<b>STO190000002</b>	<b>Document Phase</b> Draft	<b>Document Description</b> IBM 3rd Party Network Equip Maintenance	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

**Question Submission Deadline: September 17, 2018 at 9:00 AM (EST)**

Submit Questions to: **Jessica Chambers**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Jessica Chambers  
SOLICITATION NO.: CRFQ STO1900000002  
BID OPENING DATE: 9/25/2018  
BID OPENING TIME: 1:30 PM (EST)  
FAX NUMBER: (304)558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time: September 25, 2018 at 1:30 PM (EST)**

**Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130**

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”



**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached. See Specifications, Sections 4.1.2/4.1.3

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1 Million per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1 Million per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$50,000 per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-i-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

JON NOLAN, SRAE  
(Name, Title) ✓

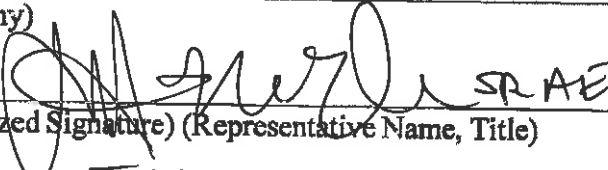
(Printed Name and Title)  
1371 SOUTHLAND CIRCLE NW ATLANTA GA 30319  
(Address)

404.917.1103  
(Phone Number) / (Fax Number)

JNOLAN@RELIANT-TECHNOLOGY.COM  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

RELIANT TECHNOLOGY LLC  
(Company)

 SRAE  
(Authorized Signature) (Representative Name, Title)

JON NOLAN SRAE  
(Printed Name and Title of Authorized Representative)

9.12.18  
(Date)

404.917.1103  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
IBM Network Equipment Maintenance & Support

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Treasurer's Office (STO) to establish a contract to provide 3rd Party Hardware Maintenance Services on certain existing servers, storage arrays and networking devices that are going end of life (EOL) and end of support (EOS) via the original equipment manufacturer. All of the equipment is IBM branded and was purchased in 2012

**Note:** Some equipment support expired 8/1/18 while another group will expire 10/31/18; see Section 4 for listing.

No new hardware or software will be provided as a result of this procurement, the services will be limited to applying corrective maintenance as well as implementation of any feature upgrades that are available only to currently licensed users. The agency's primary operations is located in Charleston, WV. Agency's disaster recover (DR) site is located in Flatwoods, 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 Services" means all parts, products, related software licenses and support, as more fully described in these specifications.
- 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services. For bid submission/entry in wvOASIS, the Commodity Code section is where pricing shall be entered for each category/item listed.
- 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1. Vendor must be an authorized reseller/partner to service and maintain all components listed in Part 4 and/or on the Pricing Page. Specifically, equipment to be covered under contract is IBM branded.
- 3.2. Compliance with experience requirements may be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.



REQUEST FOR QUOTATION  
IBM Network Equipment Maintenance & Support

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**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Support Expectation for All IBM-branded Equipment Listed:** Maintenance must cover all internal components. This includes all I/O modules, fans, power supplies and other components installed in the blade chassis, all internal components (CPU, RAM, etc.) of the blade servers and all internal components and drives in the storage array. Equipment was purchased in 2012.

**4.1.1.1** All equipment shall co-termed through the initial term of January 31, 2019.

**4.1.2 Production Site Equipment (Charleston, WV)**

**4.1.2.1** Coverage for this site must be 24x7x365, with a 4-hour response call back time.

**4.1.2.2** Support for this group of equipment expired Aug. 1, 2018. A description of equipment and the part numbers is as follows and listed on Exhibit A, Pricing Page:

- A. IBM BNT Rack Switch G8264R (Part # 7309-HC3) – Qty 1
- B. IBM BladeCenter H Enhanced 14-slot Chassis (Part # 8852-HC1) – Qty 1
- C. IBM BladeCenter HS23 Blade Server (Part # 7875-AC1) – Qty 7
- D. IBM N6240 2-node/2-Chassis NAS Disk Array (Part # 2858-E21) – Qty 1
- E. IBM 24-Slot SAS SFF Disk Enclosure (Part # 2857-006) – Qty 5

**4.1.2.3** Vendor shall offer coverage beyond Jan. 31, 2019 in three (3), or six (6) month coverage terms. The Agency is in the early stages of replacing/upgrading its network infrastructure and the flexibility to select either a 3 or 6 month renewal term may better meet the business needs.

**4.1.3 Disaster Recovery (DR) Equipment (Flatwoods, WV)**

**4.1.3.1** Coverage for this site must be 8x5, Monday - Friday, next business day on-site

**4.1.3.2** Support for this group of equipment expires Oct. 31, 2018. A description of equipment and the part numbers is as follows and listed on Exhibit A, Pricing Page:

- A. IBM BNT Rack Switch G8264R (Part # 7309-HC3) – Qty 1
- B. IBM BladeCenter H Enhanced 14-slot Chassis (Part # 8852-HC1) – Qty 1
- C. IBM BladeCenter HS23 Blade Server (Part # 7875-AC1) – Qty 7
- D. IBM N3240 Dual-node Disk Array (Part # 2857-A24) – Qty 1
- E. IBM 24-slot SAS SFF Disk Enclosure (Part # 2857-006) – Qty 5

REQUEST FOR QUOTATION  
IBM Network Equipment Maintenance & Support

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4.1.3.3 Vendor shall offer coverage beyond Jan. 31, 2019 in three (3) or six (6) month coverage terms. The Agency is in the early stages of replacing/upgrading its network infrastructure and the flexibility to select either a 3 or 6-month renewal term may better meet the business needs.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages for the initial term of the contract.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing individual equipment prices as listed on the sheet to arrive at the initial term for each category of equipment. 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 Pages through wvOASIS, if available, or as an electronic document. The Commodity Code sections/lines in wvOASIS is where pricing should be entered. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

**5.2.1** Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before Purchase Order is issued.

**5.2.2** Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before Purchase Order is issued

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**7. PAYMENT:** Agency shall pay for initial support services on a quarterly or monthly basis (if vendor requests that option at the time of bid submittal), in arrears, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be

**REQUEST FOR QUOTATION**  
**IBM Network Equipment Maintenance & Support**

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included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

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

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

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

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

REQUEST FOR QUOTATION  
IBM Network Equipment Maintenance & Support

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10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JON NOLAN

Telephone Number: 404.917.1103

Fax Number: 404.393.2833

Email Address: JNOLANE@RELIANT-TECHNOLOGY.COM

**REQUEST FOR QUOTATION  
IBM Network Equipment Maintenance & Support**

**EXHIBIT A – PRICING PAGE (1 of 3)**

Fees must be all inclusive; no separate travel or other charges will be paid separately. Pricing must be firm throughout the term of the contract. Award will be based on the lowest dollar of the initial coverage term through January 31, 2019, and the optional 3 and 6 month extension periods for both Production and Disaster Recovery (DR) Locations. It is unknown at this time if a 3-month or 6-month renewal will be needed for both or one of the locations beyond Jan. 31, 19.

**Per Section 4.1.1 /4.1.2 – PRODUCTION SITE EQUIPMENT**

Part No.	Model Number	Description	Qty	Cost Each	Extended Total
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	104.17	104.17
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	93.75	93.75
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	125.42	627.08
2858-E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1	1164.58	1164.58
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	Included in Above	

**Production Site TOTAL \$ 1989.58**  
(Through Jan. 31, 2019)

**Per Section 4.1.1 /4.1.3 – DISASTER RECOVERY (DR) SITE EQUIPMENT**

Part No.	Model Number	Description	Qty	Cost Each	Extended Total
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	62.50	62.50
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	56.25	56.25
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	48.75	341.25
2857-A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1	573.75	573.75
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	Included in Above	

**DR Site TOTAL \$ 1033.75**  
(Through Jan. 31, 2019)

**REQUEST FOR QUOTATION  
IBM Network Equipment Maintenance & Support**

**EXHIBIT A – PRICING PAGE (2 of 3)**

**Per Section 4.1.2.3 - Renewals for PRODUCTION SITE.** Renewals must be mutually agreed upon, and will be based on the following service renewal terms:

**THREE (3) Month Renewal Term - Production Site**

Part No.	Model Number	Description	Qty	Cost Each	Extended Total
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	All Inclusive	
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1		
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7		
2858-E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1		
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5		

**TOTAL for 3 months \$ 1,233.54**  
(Production Site)

**SIX (6) Month Renewal Term – Production Site**

Part No.	Model Number	Description	Qty	Cost Each	Extended Total
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	All Inclusive	
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1		
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7		
2858-E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1		
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5		

**TOTAL for 6 months \$ 2427.29**  
(Production Site)

**REQUEST FOR QUOTATION  
IBM Network Equipment Maintenance & Support**

**EXHIBIT A – PRICING PAGE (3 of 3)**

**Per Section 4.1.2.3 - Renewals for DISASTER RECOVERY SITE.** Renewals must be mutually agreed upon, and will be based on the following service renewal terms:

**THREE (3) Month Renewal Term - DR Site**

Part No.	Model Number	Description	Qty	Cost Each	Extended Total
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	All Inclusive	
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1		
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7		
2857-A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1		
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5		

TOTAL for 3 months \$ 1068.21  
(DR Site)

**SIX (6) Month Renewal Term - DR Site**

Part No.	Model Number	Description	Qty	Cost Each	Extended Total
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	All Inclusive	
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1		
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7		
2857-A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1		
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5		

TOTAL for 6 months \$ 2101.96  
(DR Site)

**TOTAL BID AMOUNT** of all sites (3 and 6-month terms). Award will be evaluated based upon total bid amount. Initial award will be of sections 4.1.1-4.1.3. Additional terms may be purchased via change order at the discretion of the agency.

\$ 4529.25 6/mo  
2301.75 3/mo

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: REMIANT TECHNOLOGY LLC  
Authorized Signature: [Signature] Date: 9-12-18  
State of GA  
County of Cobb to-wit:

Taken and subscribed and sworn to before me this 12 day of September, 2018.  
My Commission Expires April 5, 2021.



NOTARY PUBLIC [Signature]



**State of West Virginia**  
**CRFQ – 1300 STO1900000002**  
**West Virginia State Treasurers Office**

**On-Site IBM Maintenance**

**Buyer: Jessica Chambers**

**September 12, 2018**  
**PROPOSAL # 09JN1218SV3**  
**START: 9/1/18**

**RELIANT CONTACT: JON NOLAN**  
**PH: 404-917-1103**  
**EM: JNOLAN@RELIANT-TECHNOLOGY.COM**

# RELIANT

## MAINTENANCE DEFINITIONS AND COSTS

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SERVICE LEVEL	LEVEL 1	LEVEL 2	LEVEL 3
Parts Replacement	✓	✓	✓
On-Site Spares Kit	Available	Available	Available
Telephone Technical Support	24x7x365	24x7x365	9x5x5
On-Site Technical Support	4-Hr Response	Next Business Day	Next Business Day
Post-Incident Follow-Up	✓	✓	✓
Remote Monitoring	✓	✓	✓
Training	Available	Available	Available

### Hardware & Software Maintenance Pricing

Quantity	Production Site Equipment	Term	Months	LEVEL 1 24x7x4
1	IBM 7309-HC3 Rack Ethernet switch G8264R	9/1/2018 to 1/31/2019	5	\$ 104.17
1	IBM Blade Center 14 slot chassis 8852-HC1	9/1/2018 to 1/31/2019	5	\$ 93.75
7	IBM HS23 Blade Server 7875-AC1	9/1/2018 to 1/31/2019	5	\$ 627.08
1	IBM N6240C 2 node NAS Disk Array 2858-E21	9/1/2018 to 1/31/2019	5	\$ 1,164.58
5	IBM EXN3500 24 slot SAS SFF Disk Enclosure	9/1/2018 to 1/31/2019	5	Included in above
<b>Total Cost</b>				<b>\$ 1,989.58</b>

Quantity	DR Site Equipment	Term	Months	LEVEL 3 9x5xNBD
1	IBM 7309-HC3 Rack Ethernet switch G8264R	11/1/2018 to 1/31/2019	3	\$ 62.50
1	IBM Blade Center 14 slot chassis 8852-HC1	11/1/2018 to 1/31/2019	3	\$ 56.25
7	IBM HS23 Blade Server 7875-AC1	11/1/2018 to 1/31/2019	3	\$ 341.25
1	IBM N6240C 2 node NAS Disk Array 2858-E21	11/1/2018 to 1/31/2019	3	\$ 573.75
5	IBM EXN3500 24 slot SAS SFF Disk Enclosure	11/1/2018 to 1/31/2019	3	Included in above
<b>Total Cost</b>				<b>\$ 1,033.75</b>

**Includes:** Audit reports On-demand; Spares expedite plan; Web asset management tool

**Payment Terms:** Net 30

**Lead Time to Start Support:** 2-5 Days

**Subject to:** Return of signed documentation; Service site addresses

**Renewal Extension options:**

Term	Production Site	DR Site
6 month	\$2,427.29	\$2,101.96
3 month	\$1,233.54	\$1,068.21

#### Service Details

The support includes phone support with best-effort diagnostic support. Customer shall request support via telephone or email for all service requests. Service includes constant system monitoring; call-home notification and remote diagnostics with remedial software support. Any firmware patches or upgrades must be a separate professional services engagement. Customer will, on average, receive a telephone call-back from an appropriate technical resource within 15 minutes. On-Site response time commitment is determined by the Service Level chosen, if issue cannot be resolved remotely a technician is dispatched onsite. All equipment listed in this contract is responsibility of Customer. Reliant assumes all responsibilities for shipping costs for replacement parts and return shipment costs of defective parts. Once installed, replacement parts become Customer property. If defective parts must be held onsite, Customer must inform Reliant in writing before contract commencement.



**RELIANT TECHNOLOGY MAINTENANCE SERVICE AGREEMENT**

This Maintenance Service Agreement (this "Agreement") is made as of the 12 day of September 2018 (the "Effective Date") by and between Reliant and the Customer signing below, with capitalized terms used in this Agreement, having the meanings assigned to them herein and the standard terms and conditions attached hereto being incorporated herein by this reference. The service term of this agreement will commence on 9/1/2018 with option to renew or extend on 1/31/2019.

1. **SERVICES.** Reliant will provide the Support Plan indicated below for a fee (the "Fee") of [see pricing chart]. Hourly charges will apply for services outside the Support Plan at the Covered Site indicated for the Equipment covered below.

Check (if chosen)	Support Level	Description of Support Plan
Prod Site – Charleston WV	Level 1 - 24x7x4; Phone Support 24x7	On-Site within four (4) hours if an issue cannot be resolved by Reliant's engineering team over the phone. Parts required for maintenance will be delivered by the Field Engineer.
DR Site – Flatwoods WV	Level 3 – 9x5xNBD; Phone Support 9x5 (ET)	On-Site the next Business Day if an issue cannot be resolved by a member of Reliant's engineering team over the phone.

Same equipment list per location. Total quantities listed below are split equally at the two locations.

- 2 x IBM 7309-HC3 Rack Ethernet switch G8264R
- 2 x IBM Blade Center 14 slot chassis 8852-HC1
- 14 x IBM HS23 Blade Server 7875-AC1
- 2 x IBM N6240C 2 node NAS Disk Array 2858-E21
- 10 x IBM EXN3500 24 slot SAS SFF Disk Enclosure

Services under the Support Plan include: (i) establish and maintain the Equipment in good operating condition by performing such adjustments or repairs as are required by normal operation, wear and tear of the Equipment; and (for Support Plan Levels 1, 2, and 3) (ii) furnish remedial maintenance services including replacement of maintenance Parts for the Equipment deemed necessary by Reliant. Complete configuration of each item placed under maintenance must be provided by the customer. Failure to do so may delay Reliant onsite response due to incorrect or incomplete configuration information. Performance of the Services does not ensure the uninterrupted operation of the Equipment. Customer may modify individual components of the Equipment under this Agreement upon 60 days' prior written notice. Additional Services (or coverage for additional equipment) may be made available to Customer, subject to a separately negotiated written agreement between the Parties and payment of separately negotiated fees based on Reliant rates then in effect.

2. **EXCLUSIONS.** Reliant will not perform any of the following, each and all of which is specifically outside the scope of Services:

- a. General electrical work or work related to modems and telephone lines;
- b. Software updates (trouble-shooting and diagnostics included);
- c. Repair or maintenance due to any cause other than Services adversely affecting the operation of the Equipment;
- d. Repair caused by failure to continually provide a suitable installation environment, or by improper use of the Equipment, or by use of the Equipment for purposes other than for which it is designed;
- e. Maintenance or repairs attributable to unauthorized attempts by Customer or any third party to repair or maintain the Equipment, or changes, modifications or alterations in or to the Equipment or any associated devices. Upon detecting impairment of any Equipment, Customer will contact Reliant for authorization prior to attempting repair or maintenance of such Equipment;
- f. As to Equipment not maintained by Reliant immediately prior to the Effective Date: any work required to ensure good operating condition starting with the Effective Date.
- g. Repair of failures identified on systems logs that occurred prior to support start date.

**STANDARD TERMS AND CONDITIONS**

3. **ON-SITE SPARES KIT; PARTS.** Reliant may maintain certain spare parts and equipment at the Site. Customer will provide secure and suitable storage for the On-Site Spares Kit, and is responsible for any and all damages to or theft of any items in it. Reliant will provide Customer with an itemized list of items in the On-Site Spares Kit. Reliant owns all items in the On-Site Spares Kit. Upon expiration or earlier termination of this Agreement, Customer will immediately return all On-Site Spares Kits and their entire contents to Reliant. Maintenance parts, either new or reconditioned as determined by Reliant, will be furnished on an exchange basis. All removed parts will become the property of Reliant.

4. **TERM; TERMINATION.** Either Party may terminate this Agreement (a) on sixty days' prior written notice or (b) on written notice upon the failure of the other Party to comply with its obligations hereunder. In the case of Reliant, "failure to comply" will mean continuing failure to respond to customer service calls as contemplated by Customer's Service Plan. If Customer attempts to terminate under section 4(a), Reliant will be entitled to all the remaining fee otherwise owed under this Agreement. Unless terminated by a Party, this Agreement commences on the Effective Date appearing above and continues for an initial Term of one (1) year. Thereafter, on each anniversary of the Effective Date, the Term will renew upon receipt of a customer purchase order.

5. **PAYMENT AND BILLING.** All Fees are due and payable to Reliant within thirty (30) days from the invoice date. Interest will be charged at the maximum rate allowed by law on any amounts owing more than thirty (30) days from the invoice date. Reliant may change its billing and payment terms due to payment delinquency or other circumstances which Reliant reasonably believes may affect Customer's ability to pay as monies come due. In the event that Reliant must pursue collection

*Reliant Technology to Community Action Opportunities Request for Proposal: On-Site Hardware Maintenance*  
procedures or litigation to collect any amounts due, Reliant will be entitled to reasonable attorneys' fees and costs in addition to such amounts.

6. **CUSTOMER RESPONSIBILITIES.** Prior to the commencement of any Services, Customer will perform and verify a complete back-up of all data stored on any Equipment or any portion thereof. In addition, Customer will provide all such access, space and resources at the Site as requested by Reliant and/or as Reliant deems necessary to perform any Services. (Examples include making available development time or employees or consultants with relevant experience; providing use of telephone lines; providing cables, switches, monitors, and keyboards required to use the Equipment; providing IP addresses and root access, administrator login, etc; allowing for remote access; ; and Customer will maintain, update and back up all operating systems and other applicable programs and software relating to the Equipment; and installing necessary hardware and software at the supported release levels.)

Customer acknowledges that Reliant will have no obligation to perform any Services until all of the foregoing conditions are met to Reliant's sole satisfaction.

7. **INDEMNIFICATION.** Customer will promptly defend, indemnify and hold Reliant and its parents, subsidiaries, and affiliates, and its and their respective officers, directors, employees, agents and contractors harmless from and against any claim, damage, loss or expense, including, without limitation, reasonable attorneys' fees and settlement costs, arising out of or resulting from any claim, suit or proceeding asserted by any third party relating to this Agreement (collectively, a "Claim"). Upon the assertion or commencement of any Claim that may give rise to liability covered by Customer's indemnity, Customer may defend and settle the Claim at its own expense and with its own counsel. Reliant will at all times have the right to participate fully in such defense at its own expense, and will not be obligated to participate in any settlement which it reasonably believes would have a material adverse effect on its business. The parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. Customer will not make any settlement of any claims which might give rise to liability or obligation of Reliant without the prior written consent of Reliant. The provisions of this Section 5 survive any termination or expiration of this Agreement.

8. **EXCLUSIVITY.** During the Term, Reliant will be the sole provider to Customer of all services similar to the Services and all upgrades, repairs, replacement or maintenance of the Equipment under contract. If Reliant cannot, or elects not to, provide such services, Customer may engage an alternative provider upon Reliant's prior approval. Reliant will not be responsible for any damages resulting from modification of the hardware configuration of any of the Equipment without Reliant's consent.

## 9. GENERAL

a. **Notices:** notices addressed as shown below the signatures in this Agreement are considered delivered (i) when received in person or by email, (ii) three days after deposit into the U.S. mail, postage paid, via registered/certified mail, return receipt requested, or (iii) one day after deposit with a nationally recognized overnight courier, postage paid.

b. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may only be modified or amended in writing signed by the parties hereto. No waiver by either party of the breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement.

c. **Limitation on Liability.** NEITHER RELIANT, NOR ITS PARENTS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSEES OR AGENTS ("RELIANT PARTIES") SHALL BE LIABLE TO CUSTOMER FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF RELIANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RELIANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCTS OR SERVICES TO BE PROVIDED HEREUNDER OR THE EQUIPMENT WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION, AND THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, RELIANT'S TOTAL, AGGREGATE LIABILITY OF ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PAYMENTS RECEIVED AND RETAINED BY RELIANT UNDER THIS AGREEMENT AS ITS FEE AND RELIANT'S TOTAL LIABILITY FOR ANY SPECIFIC CLAIM SHALL NOT EXCEED THE PAYMENTS RECEIVED AND RETAINED BY RELIANT AS ITS FEE FOR THE SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE. CLAIMS FOR DAMAGES MUST BE MADE BY CUSTOMER WITHIN ONE (1) YEAR OF THE INCIDENT TO WHICH THEY RELATE OR BE FOREVER BARRED.

Without limiting the foregoing: in no event will the Reliant Parties be liable for any costs, claims, demands or liabilities of Customer or any other party relating to the loss of Customer's data contained on the Equipment or Customer's equipment other than the Equipment.

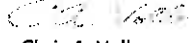
d. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be deemed restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law, and, if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without the invalid provision.

e. **Force Majeure.** Reliant will not be in default hereof or liable for any damage, loss, fault or expenses arising out of delays in shipment or other nonperformance of this Agreement caused by any acts of God or events otherwise beyond Reliant's reasonable control.

f. **Assignment; Subcontractors.** Reliant may assign or subcontract all or any part of its obligations hereunder to one or more third party providers in its sole and absolute discretion.

g. **Choice of Law; Jurisdiction.** This Agreement will be governed in accordance with the laws of the State of Georgia applicable to contracts made and performed entirely in that state. Each party submits to the exclusive jurisdiction of the federal and state courts located in the State of Georgia. If any suit or proceeding is

*Reliant Technology to Community Action Opportunities Request for Proposal: On-Site Hardware Maintenance*  
brought in connection with this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs.

<b>SUPPLIER:</b> Reliant Technology, LLC, A Georgia limited liability company <b>By:</b>  <b>Name:</b> Chris A. Vollo <b>Title:</b> Director of Services <b>Date:</b> 9/12/2018	<b>CUSTOMER:</b> _____ <b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
<b>Notices to:</b> 1371 Southland Circle NW, Atlanta, GA 30318 Attention: Maintenance Renewals <a href="mailto:maintenance@reliant-technology.com">maintenance@reliant-technology.com</a>	<b>Notices to:</b> _____ _____ <b>Attention:</b> _____ <b>Email:</b> _____