



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



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About



Welcome, Lu Anne Cottrill

Procurement

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Solicitation Response(SR)

Dept: 1300

ID: ESR09261800000001533

Ver.: 1

Function: New

Phase: Final

Modified by batch , 09/27/2018


Header 5

Procurement Folder: 485225

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 1300

Vendor ID: VS0000009419 

SO Doc ID: STO1900000002

Legal Name: Custom Hardware Engineering & Consulting INC


Published Date: 9/18/18

Alias/DBA:

Close Date: 9/27/18

Total Bid: \$31,140.60

Close Time: 13:30

Response Date: 09/26/2018 

Status: Closed

Response Time: 11:51

Solicitation Description: Addendum 1-IBM 3rd Party
Network Equip Maintenance

Apply Default Values to Commodity Lines

View Procurement Folder



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

**State of West Virginia
Solicitation Response**

Proc Folder : 485225

Solicitation Description : Addendum 1-IBM 3rd Party Network Equip Maintenance

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-09-27 13:30:00	SR 1300 ESR09261800000001533	1

VENDOR

VS0000009419

Custom Hardware Engineering & Consulting INC

Solicitation Number: CRFQ 1300 STO1900000002

Total Bid : \$31,140.60

Response Date: 2018-09-26

Response Time: 11:51:21

Comments: We appreciate the opportunity to expand our IBM service work with the state. Please see all enclosed attachments and let us know if you have any questions. cbraun@cheservice.com

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN #

DATE

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	Please see the attached Exhibit A Pricing Page				\$31,140.60

Comm Code	Manufacturer	Specification	Model #
81111803			

Extended Description :	Please see the attached Exhibit A Pricing Page for requested pricing information.
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Comments: Please review our attachments, and contact me with any questions. We appreciate the opportunity to expand our IBM service work with the State. cbraun@cheservice.com



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: 485225

Doc Description: Addendum 1-IBM 3rd Party Network Equip Maintenance

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-18	2018-09-27 13:30:00	CRFQ 1300 STO1900000002	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:

Custom Hardware Engineering & Consulting, Inc. (dba: CHE Consulting, Inc.)
1576 Fencorp Drive, Fenton, MO 63026
636-305-9669

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN # 36-4128326

DATE 9/18/19

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

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		1900 KANAWHA BLVD E	
US		US	
WV25304		WV 25305	

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.

SOLICITATION NUMBER: CRFQ STO1900000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ STO19*02 ("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 (Attach Purchasing Affidavit)

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.

Vendor Technical Questions

CRFQ STO1900000002 – IBM 3rd Party Network Equipment Maintenance

Q 1. Can you provide the inventory of drives associated with the 5 x IBM 24-slot SAS SFF Disk Enclosures, at Production and DR sites?

A 1: The production site has a total of 120 disks. All disks are 600GB SFF (small form factor) (2.5") 10K RPM SAS drives for IBM n-Series 6240. The disaster recovery site has 134 disks. There are 120 of the 600GB SFF (2.5") 10K RPM SAS drives and 14 of the 1TB LFF (large form factor) (3.5") 7200 RPM BSAS drives for IBM n-Series 3240. All of the SFF (2.5") drives at both sites are installed in the respective disk enclosures. All of the LFF (3.5") drives at the DR site are installed in the n-3240 controllers' built-in drive bays.

Q 2. Is there a previous contract for this equipment? If so, can you provide the contract number?

A 2: There was an extended warranty contract that was purchased with the equipment through 'Software Information Services' under Contract STO12007 and was under coverage since the latter half of 2012. The service was technically provided through the OEM (Lenovo/IBM) covering all of the equipment in place. There was a subsequent contract for maintenance of equipment through 'Software Information Systems' under Contract CPO STO1800000001 until the end of July 2018. Service delivery was technically provided through the OEM (Lenovo/IBM). The previous contract number(s) should be irrelevant to this bid request as the OEM no longer offers support for this equipment.

Q 3. Who was the awarded vendor?

A 3: Please see response to Q 2 above

Q 4. What was the cost of the last year's contract and is this the same equipment as last year's contract?

*A 4: We are attaching the most recently (expired) contract, CPO STO18*01. This contract had other equipment included in it as well. Again, the OEM technically provided the service.*

Q 5. Is the contract available for viewing?

A 5: See response to Q 4

Q 6. Is there a service/repair history report available?

A 6: No, there is no formal service/repair history. The only issues with the hardware over the past six years have been failed drives at both sites and a single cache board that needed to be replaced in the production storage array.

Q 7. Is all the equipment up and running?

A 7: All equipment is up and running. The only current issues with the hardware are 3 failed drives at the disaster recovery facility. Replacement drives are on order, our intention is to have

the hardware fully functional and all components in a good state at the start of this maintenance contract.

Q 8. Which 2857's are included in your RFP request? It shows quantity 5 requested.

Q 9. Also, do you have these serial numbers? If so I can provide a proper quote vs. a "what if" quote.

A 8/9: These two questions are both related to inventory or serial numbers. We believe the easiest way to answer these questions is to simply provide the detailed inventory listed below, broken down per site, with the model numbers and corresponding serial number(s).

Production Site Detailed Inventory

<i>Model/Type</i>	<i>Qty</i>	<i>Description</i>	<i>Serial Number(s)</i>
8852-HC1	1	IBM BladeCenter H Chassis	06F8060
7875-AC1	7	IBM HS23 Blade Server	06CWNW7, 06CWNV6, 06CWNW1, 06CWNV5, 06CWNV9, 06CWNW5, 06CWNW0
2858-E21	1	IBM N6240 Storage Array	13A6463
2857-006	5	IBM EXN3500 Disk Enclosure	1334664, 1334665, 1334666, 1334667, 1334668
7309-HC3	2	IBM G8264 Rack Switch	23A4664, 23A5995

Disaster Recovery Site Detailed Inventory

<i>Model/Type</i>	<i>Qty</i>	<i>Description</i>	<i>Serial Number(s)</i>
8852-HC1	1	IBM BladeCenter H Chassis	06F8065
7875-AC1	7	IBM HS23 Blade Server	06CWNV3, 06CWNV7, 06CWNV8, 06CWNW2, 06CWNW3, 06CWNW4, 06CWNW6
2857-A24	1	IBM N3240 Storage Array	1380358
2857-006	5	IBM EXN3500 Disk Enclosure	1334671, 1334672, 1334673, 1334674, 1334675
7309-HC3	2	IBM G8264 Rack Switch	23A6003, 23A6010

Q 10. Do you have system configuration outputs available for this bid?

A 10: Yes. We are including the output of a system configuration command for each array in this document.

Q 11. We need additional information on the N3240: DoT version, as well as the serial # for the controller and drive makeup within the array. The sysconfig (an output from each node) should be sufficient to provide the information needed.

A 11: We are including the output of a system configuration command for each array in this document.

Also, the specific drive inventory for each system is included as an answer to an earlier question in this document.

System Configuration – Production Site – n6240 controller A

Data ONTAP Release 8.1.2P4 7-Mode: Fri Apr 26 19:57:25 PDT 2013

System ID: 1575116505 (WVSTO-6240A); partner ID: 1575116394 (WVSTO-6240B)

System Serial Number: 2858E2113A646311 (WVSTO-6240A)

System Rev: G1

System Storage Configuration: Multi-Path HA

System ACP Connectivity: Partial Connectivity

slot 0: System Board

Processors: 4
Processor type: Intel(R) Xeon(R) CPU L5410 @ 2.33GHz
Memory Size: 8192 MB
Memory Attributes: Bank Interleaving
Hoisting
Chipkill ECC

Service Processor Status: Online

IOXM Status: present

Power: Good
Agent version: N/A
Serial Number: 9400096639
Part Number: 111-00647
Version: C0

slot 0: Dual 10G Ethernet Controller T320E-SFP/KR

c0a MAC Address: 00:a0:98:1e:06:b4 (auto-10g_twinax-fd-up)

c0b MAC Address: 00:a0:98:1e:06:b5 (auto-10g_twinax-fd-up)

slot 0: Internal BGE 10/100 Ethernet Controller

e0M MAC Address: 00:a0:98:1e:06:b6 (auto-100tx-fd-up)

e0P MAC Address: 00:a0:98:1e:06:b7 (auto-100tx-fd-up)

slot 0: Dual 10/100/1000 Ethernet Controller G20

e0a MAC Address: 00:a0:98:1e:06:b2 (auto-unknown-down)

e0b MAC Address: 00:a0:98:1e:06:b3 (auto-unknown-down)

slot 0: SAS Host Adapter 0a

120 Disks: 67200.0GB

5 shelves with IOM6

slot 0: SAS Host Adapter 0b

120 Disks: 67200.0GB

5 shelves with IOM6

slot 0: FC Host Adapter 0c

slot 0: FC Host Adapter 0d

slot 0: Intel ICH USB EHCI Adapter u0a (0xdf801400)

boot0 Micron Technology Real SSD eUSB 2GB, class 0/0, rev 2.00/11.10, addr 2 1936MB
512B/sect (0FF0022700174396)

slot 1: Dual 10 Gigabit Ethernet Controller IX1-SFP+

ela MAC Address: 90:e2:ba:00:3c:58 (auto-unknown-down)

elb MAC Address: 90:e2:ba:00:3c:59 (auto-10g_twinax-fd-up)

slot 2: Fibre Channel Target Host Adapter 2a

slot 2: Fibre Channel Target Host Adapter 2b

slot 3: Fibre Channel Target Host Adapter 3a

slot 3: Fibre Channel Target Host Adapter 3b

slot 4: Flash Cache 512 GB

State: Enabled

System Configuration – Production Site – n6240 controller B

Data ONTAP Release 8.1.2P4 7-Mode: Fri Apr 26 19:57:25 PDT 2013
System ID: 1575116394 (WVSTO-6240B); partner ID: 1575116505 (WVSTO-6240A)
System Serial Number: 2858E2113A646322 (WVSTO-6240B)
System Rev: G1
System Storage Configuration: Multi-Path HA
System ACP Connectivity: Partial Connectivity

slot 0: System Board

- Processors: 4
- Processor type: Intel(R) Xeon(R) CPU L5410 @ 2.33GHz
- Memory Size: 8192 MB
- Memory Attributes: Bank Interleaving
Hoisting
Chipkill ECC

Service Processor Status: Online

IOXM Status: present

- Power: Good
- Agent version: N/A
- Serial Number: 9400096550
- Part Number: 111-00647
- Version: C0

slot 0: Dual 10G Ethernet Controller T320E-SFP/KR

- c0a MAC Address: 00:a0:98:1e:12:2c (auto-10g_twinax-fd-up)
- c0b MAC Address: 00:a0:98:1e:12:2d (auto-10g_twinax-fd-up)

slot 0: Internal BGE 10/100 Ethernet Controller

- e0M MAC Address: 00:a0:98:1e:12:2e (auto-100tx-fd-up)
- e0P MAC Address: 00:a0:98:1e:12:2f (auto-100tx-fd-up)

slot 0: Dual 10/100/1000 Ethernet Controller G20

- e0a MAC Address: 00:a0:98:1e:12:2a (auto-unknown-down)
- e0b MAC Address: 00:a0:98:1e:12:2b (auto-unknown-down)

slot 0: SAS Host Adapter 0a

- 120 Disks: 67200.0GB
- 5 shelves with IOM6

slot 0: SAS Host Adapter 0b

- 120 Disks: 67200.0GB
- 5 shelves with IOM6

slot 0: FC Host Adapter 0c

slot 0: FC Host Adapter 0d

slot 0: Intel ICH USB EHCI Adapter u0a (0xdf801400)

- boot0 Micron Technology Real SSD eUSB 2GB, class 0/0, rev 2.00/11.10, addr 2 1936MB

512B/sect (0FF0022700175573)

slot 1: Dual 10 Gigabit Ethernet Controller IX1-SFP+

- ela MAC Address: 90:e2:ba:00:35:10 (auto-unknown-down)
- elb MAC Address: 90:e2:ba:00:35:11 (auto-10g_twinax-fd-up)

slot 2: Fibre Channel Target Host Adapter 2a

slot 2: Fibre Channel Target Host Adapter 2b

slot 3: Fibre Channel Target Host Adapter 3a

slot 3: Fibre Channel Target Host Adapter 3b

slot 4: Flash Cache 512 GB

- State: Enabled

System Configuration – DR Site – n3240 controller A

Data ONTAP Release 8.1.2P4 7-Mode: Fri Apr 26 19:57:25 PDT 2013
System ID: 1791691874 (WVSTODR-3240A); partner ID: 1790289469 (WVSTODR-3240B)
System Serial Number: 2857A24138035811 (WVSTODR-3240A)
System Rev: B1
System Storage Configuration: Multi-Path HA
System ACP Connectivity: Partial Connectivity
slot 0: System Board
 Processors: 4
 Processor type: Intel(R) Xeon(R) CPU C3528 @ 1.73GHz
 Memory Size: 6144 MB
 Memory Attributes: Hoisting
 Normal ECC
 Controller: A
Service Processor Status: Online
slot 0: Internal 10/100 Ethernet Controller
 e0M MAC Address: 00:a0:98:1d:22:53 (auto-100tx-fd-up)
 e0P MAC Address: 00:a0:98:1d:22:52 (auto-100tx-fd-up)
slot 0: Quad Gigabit Ethernet Controller 82580
 e0a MAC Address: 00:a0:98:1d:22:4e (auto-1000t-fd-up)
 e0b MAC Address: 00:a0:98:1d:22:4f (auto-unknown-down)
 e0c MAC Address: 00:a0:98:1d:22:50 (auto-unknown-down)
 e0d MAC Address: 00:a0:98:1d:22:51 (auto-unknown-down)
slot 0: Interconnect HBA: Mellanox IB MT25204
slot 0: SAS Host Adapter 0a
 134 Disks: 79065.7GB
 5 shelves with IOM6, 1 shelf with IOM6E
slot 0: SAS Host Adapter 0b
 134 Disks: 79065.7GB
 5 shelves with IOM6, 1 shelf with IOM6E
slot 0: Intel ICH USB EHCI Adapter u0a (0xdf101000)
 boot0 Micron Technology Real SSD eUSB 2GB, class 0/0, rev 2.00/11.10, addr 2 1936MB
512B/sect (B8F00227000000014)
slot 1: Fibre Channel Target Host Adapter 1a
slot 1: Fibre Channel Target Host Adapter 1b

System Configuration – DR Site – n3240 controller B

Data ONTAP Release 8.1.2P4 7-Mode: Fri Apr 26 19:57:25 PDT 2013
System ID: 1790289469 (WVSTODR-3240B); partner ID: 1791691874 (WVSTODR-3240A)
System Serial Number: 2857A24138035822 (WVSTODR-3240B)
System Rev: B1
System Storage Configuration: Multi-Path HA
System ACP Connectivity: Partial Connectivity
slot 0: System Board
 Processors: 4
 Processor type: Intel(R) Xeon(R) CPU C3528 @ 1.73GHz
 Memory Size: 6144 MB
 Memory Attributes: Hoisting
 Normal ECC
 Controller: B
Service Processor Status: Online
slot 0: Internal 10/100 Ethernet Controller
 e0M MAC Address: 00:a0:98:1b:ce:f7 (auto-100tx-fd-up)
 e0P MAC Address: 00:a0:98:1b:ce:f6 (auto-100tx-fd-up)
slot 0: Quad Gigabit Ethernet Controller 82580
 e0a MAC Address: 00:a0:98:1b:ce:f2 (auto-1000t-fd-up)
 e0b MAC Address: 00:a0:98:1b:ce:f3 (auto-unknown-down)
 e0c MAC Address: 00:a0:98:1b:ce:f4 (auto-unknown-down)
 e0d MAC Address: 00:a0:98:1b:ce:f5 (auto-unknown-down)
slot 0: Interconnect HBA: Mellanox IB MT25204
slot 0: SAS Host Adapter 0a
 134 Disks: 79065.7GB
 5 shelves with IOM6, 1 shelf with IOM6E
slot 0: SAS Host Adapter 0b
 134 Disks: 79065.7GB
 5 shelves with IOM6, 1 shelf with IOM6E
slot 0: Intel ICH USB EHCI Adapter u0a (0xdf101000)
 boot0 Micron Technology Real SSD eUSB 2GB, class 0/0, rev 2.00/11.10, addr 2 1936MB
512B/sect (4DF0022700011779)
slot 1: Fibre Channel Target Host Adapter 1a
slot 1: Fibre Channel Target Host Adapter 1b



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

State of West Virginia Purchase Order

Order Date: 2017-09-25

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CPO 1300 1300 STO1800000001	Procurement Folder: 364150
Document Name: Network Infrastructure Maintenance & Support	Reason for Modification:
Document Description: Network Infrastructure Maintenance	Award of CRFQ STO1800000001
Procurement Type: Central Purchase Order	
Buyer Name: Guy Nisbet	
Telephone: (304) 558-2596	
Email: guy.l.nisbet@wv.gov	
Shipping Method: Best Way	Effective Start Date:
Free on Board: FOB Dest, Freight Prepaid	Effective End Date:

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000219154 SOFTWARE INFORMATION SYSTEMS LLC 200 ASSOCIATION DR CHARLESTON WV 253111268 US Vendor Contact Phone: (304) 556-4835 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Alberta Kincaid Requestor Phone: (304) 341-0723 Requestor Email: alberta.kincaid@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	PURCHASING AGENT WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount: \$80,641.85

AGENCY COPY

<i>9/25/2017</i> PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Linda Harper</i> DATE: <i>9-25-17</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>9-25-17</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Toler</i> DATE: <i>SEP 29 2017</i> ELECTRONIC SIGNATURE ON FILE
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Date Printed: Sep 25, 2017 Order Number: STO1800000001

Page: 1

FORM ID: WV_PRC_CPO_001 8/14

9-28-17

Extended Description:

One Time - Network Maintenance Contract
(State Treasurer's Office)

The Vendor: Software Information Systems, LLC. of Charleston, WV. agrees to enter into contract with the Agency, The West Virginia State Treasures Office to provide, certain primary network equipment maintenance (Services), Maintenance and Support, of Agency Owned and licensed products per the bid requirements, specifications, terms and conditions, the Vendor's submitted and accepted bid on: 09/06/2017 incorporated herein by reference and made apart of hereof.

* Items 4.1.4.4 at \$706.37 and 4.1.4.7 at \$706.37 not awarded as apart of this contract. New Contract Total will be: *80,641.85.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81111803	1.00000	EA	\$12,031.400000	\$12,031.40
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: Local area network LAN maintenance or support

Extended Description:

Lenovo Equipment (Section 4.1.2)
As per listing/price page "Section 5.2" Pricing Page Instructions

Coverage dates shall be 10/26/17-10/25/18
24x7, 4 Hr Response Callback

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81111803	1.00000	EA	\$714.400000	\$714.40
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: Local area network LAN maintenance or support

Extended Description:

Cisco Equipment (Section 4.1.3)
As per listing/price page "Section 5.2" Pricing Page Instructions

Coverage dates shall be 10/26/17-10/25/18
8x5, NBD on-site

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81111803	1.00000	EA	\$67,896.050000	\$67,896.05
Service From	Service To	Manufacturer	Model No	Delivery Date	

Commodity Line Description: Local area network LAN maintenance or support

Extended Description:

IBM Equipment (Section 4.1.4) As per listing/price page "Section 5.2" Pricing Page Instructions.

* ITEMS 4.1.4.4 at \$706.37 and 4.1.4.7 at \$706.37 not awarded and not apart of this contract.

Coverage dates shall be 10/26/17-7/31/18

STO1800000001	Document Phase Draft	Document Description Network Infrastructure Maintenance	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 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. 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 _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☒ **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.

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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **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 entitled Licensing, of the General Terms and Conditions, 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.

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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 prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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:

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

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.

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: 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. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 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 § 148-1-6.1.e.
- 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.
- 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. 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>.

32. 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.

33. 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. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, 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.

39. 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"). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.

42. 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.

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

43. 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 or 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, 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. "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; 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: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Charles D. Arnett, Sr. Client Executive
(Name, Title)

(Printed Name and Title)

200 Association Drive Suite 210, Charleston, WV 253
(Address)

304 768-1645 Fax 304 768-1671
(Phone Number) / (Fax Number)

carneff@thinkis.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.

Software Information Systems LLC
(Company)

Charles D. Arnett, Sr. Client Executive
(Authorized Signature) (Representative Name, Title)

Charles D. Arnett Sr. Client Executive
(Printed Name and Title of Authorized Representative)

9-6-2017
(Date)

304 768-1645 Fax 304 768-1671
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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:

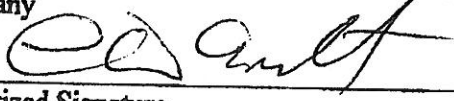
(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Software Interface Systems, LLC
Company


Authorized Signature

9-6-2017
Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State Treasurer's Office to establish a contract to provide certain primary network equipment maintenance (Services), Maintenance and Support, of Agency Owned and licensed products.

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 office is 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/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 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 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.

- 3.2. 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 is that of IBM, Lenovo and Cisco. Proof may be required prior to contract award.

- 3.3. Must provide relevant certifications of staff who will be assigned upon contract award, as applicable.

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 Equipment Listed

4.1.1.1 Service level shall be 24x7, with a 4-hour response call back time for the Lenovo/IBM Equipment only

4.1.1.2 Service level shall be 8x5, next business day on-site for the Cisco Equipment only.

4.1.1.3 Support for all equipment types shall include hardware support and firmware updates – provided directly by each Original Equipment Manufacturer (OEM).

4.1.2 Lenovo Equipment

4.1.2.1 Coverage term of support for this group of equipment shall be from Oct. 26, 2017 through Oct. 25, 2018. Serial numbers for each piece of equipment is on the Equipment/Pricing Page, Exhibit A.

4.1.2.2 BladeCenter H Chassis (Service Part # 8852-HC1) – Qty. 2

4.1.2.3 BladeCenter HS23 Blade Server (Service Part # 7875-AC1) – Qty. 14

4.1.2.4 Rack Switch, G8264 (Service Part # 7309-HC3) – Qty. 4

4.1.3 Cisco Equipment

4.1.3.1 Coverage term of support for this group of equipment shall be from Oct. 26, 2017 through Oct. 25, 2018. Serial numbers for each piece of equipment is on the Equipment/Pricing Page, Exhibit A

4.1.3.2 Rack Switch, 24-port, 2960S (Service Part# WS C2960S 24TS L) – Qty.
2

Network Infrastructure Equipment Maintenance

4.1.4 IBM Equipment

- 4.1.4.1 Coverage term of support for this group of equipment shall be from Oct. 26, 2017 through **July 31, 2018** (scheduled end of life support, approx. 9 months). Serial numbers for each piece of equipment is on the Equipment/Pricing Page, Exhibit A
- 4.1.4.2 N6240 Storage Array E21 (Service Part# 2858 E21) with items below – Qty 1
 - 4.1.4.2.1 FCP Secondary (Service Part# 5604) – Qty 1
 - 4.1.4.2.2 ISCSI Secondary (Service Part# 5606) – Qty 1
 - 4.1.4.2.3 NFS Secondary (Service Part# 5608) – Qty 1
 - 4.1.4.2.4 SnapRestore (Service Part# 5611) – Qty 1
 - 4.1.4.2.5 SnapMirror (Service Part# 5612) – Qty 1
 - 4.1.4.2.6 Flexclone (Service Part# 5614) – Qty 1
 - 4.1.4.2.7 OnCommand Core (Service Part# 8255) – Qty 1
- 4.1.4.3 SAS Expansion Units, connected to N6240 Array, EXN3500 (Service Part# 2857 006)– Qty 5
- 4.1.4.4 SL STOR NAS products option for N6240 Array (Service Part# 2857 A24) – Qty 1
- 4.1.4.5 N3240 Storage Array A24 (Service Part# 2858 E21) with items below – Qty 1
 - 4.1.4.5.1 SnapRestore (Service Part# A8QR) – Qty 1
 - 4.1.4.5.2 SnapMirror (Service Part# A8QS) – Qty 1
 - 4.1.4.5.3 Flexclone (Service Part3 A8QU) – Qty 1
- 4.1.4.6 SAS Expansion Units, connected to N3240 Array, EXN3500 (Service Part# 2857 006) – Qty 5
- 4.1.4.7 SL STOR NAS products option for N3240 Array (Service Part# 2857 A24) – Qty 1

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

Network Infrastructure Equipment Maintenance

the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Should the award of this contract be delayed for any reason the State nor the Agency will NOT pay any reinstatement fees for any of the solicited items.

- 5.2 Pricing Page:** Vendor should complete the Pricing Page by providing individual equipment prices as listed on the sheet to arrive at the annual total for each category of equipment. **In the Commodity Code sections in wvOASIS, provide the Annual Price for each category of equipment as shown, not individual pieces.** 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. In most cases, the Vendor can download an electronic copy of the Pricing Pages for bid purposes from the wvOASIS VSS Vendor Self Serve Portal web site at: <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

- 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 Quarterly, in arrears, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Agency will consider paying on a monthly basis, in arrears, if Vendor requests that option at the time of bid submittal. 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

Network Infrastructure Equipment Maintenance

included in the flat fee or hourly rate listed on Vendors 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:

- 9.2. Vendor must identify principal service personnel, which will be issued access cards and/or keys to perform service.
- 9.3. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.4. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.5. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.6. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

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

- 10.2.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.2.2. Failure to comply with other specifications and requirements contained herein.
- 10.2.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.2.4. Failure to remedy deficient performance upon request.

10.3. The following remedies shall be available to Agency upon default.

- 10.3.1. Immediate cancellation of the Contract.
- 10.3.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.3.3. Any other remedies available in law or equity.

Network Infrastructure Equipment Maintenance

11. MISCELLANEOUS:

- 11.2. 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: Charles D. Allen

Telephone Number: 307 769-1645

Fax Number: 307 769-1671

Email Address: carol@thinksid.com

Nisbet, Guy L

From: Charlie Arnett <CArnett@thinksis.com>
Sent: Monday, September 25, 2017 9:25 AM
To: Nisbet, Guy L; Richardson, Kin
Cc: Murray, Shelly
Subject: RE: IBM documents

Mr. Nisbet.

Yes, that is the correct amount.

Thank you

Charlie Arnett | Sr. Client Executive | SIS | O: 304.768.1645 M: 304.549.7698 | www.thinksis.com



From: Nisbet, Guy L [mailto:Guy.L.Nisbet@wv.gov]
Sent: Monday, September 25, 2017 8:42 AM
To: Richardson, Kin <kin.richardson@wvsto.com>; Charlie Arnett <CArnett@thinksis.com>
Cc: Murray, Shelly <Shelly.Murray@wvsto.com>
Subject: RE: IBM documents

Mr. Arnett, with the pending removal of the two items in question can you confirm the new contract Total Amount to be: \$80,641.85

Sincerely,

Guy L. Nisbet

304.558.2596 (office) CISCO - 57506
304.558.3970 (fax)

WV. Purchasing Division - Supervisor

From: Richardson, Kin [<mailto:kin.richardson@wvsto.com>]

Sent: Friday, September 22, 2017 8:52 AM

To: Charlie Arnett <CArnett@thinksis.com>; Nisbet, Guy L <Guy.L.Nisbet@wv.gov>

Subject: Re: IBM documents

I would be fine with that. We've never used this anyway, and it'll save a little money.

From: Charlie Arnett <CArnett@thinksis.com>

Date: Friday, September 22, 2017 at 8:31 AM

To: "GUY.L.NISBET@WV.GOV" <GUY.L.NISBET@WV.GOV>, Kin Richardson <kin.richardson@wvsto.com>

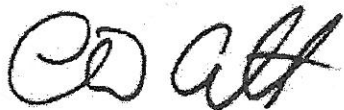
Subject: IBM documents

Guy,

IBM has not accepted the changes to the SOW. I think the best path is to just remove the SupportLine from the quote making the new total \$67,896.05.

4.1.4.4	2857 A24	80358	SL STOR NAS PRODUCTS	1	706.37
4.1.4.7	2857 A24	80358	SL STOR NAS PRODUCTS	1	706.37

Thank you



Charlie Arnett | Sr. Client Executive | SIS | O: 304.768.1645 M: 304.549.7698 | www.thinksis.com



This message and attachment(s), if any, is intended for the sole use of the individual and/or entity for which it is addressed, and may contain information that is privileged, confidential and prohibited from disclosure under applicable law. If you are not the addressee, or authorized to receive this on behalf of the addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this message or any part thereof. If you have received this in error, please immediately advise the sender by e-mail and delete this information and all attachments from your computer and network. Thank you.

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This message and attachment(s), if any, is intended for the sole use of the individual and/or entity for which it is addressed, and may contain information that is privileged, confidential and prohibited from disclosure under applicable law. If you are not the addressee, or authorized to receive this on behalf of the addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this message or any part thereof. If you have received this in error, please immediately advise the sender by e-mail and delete this information and all attachments from your computer and network. Thank you.

EXHIBIT A - PRICING PAGE
Network Infrastructure Equipment Maintenance

Lenovo Equipment

Support level: 24x7, 4 hour Response / Term of Coverage Oct. 26, 2017 - Oct 25, 2018

Specification	Service HW Part #	Service Serial #	Description	Qty	UNIT PRICE
4.1.2.2	8852-HC1	0006F8065	Lenovo BladeCenter H (Chassis)	1	709.00
4.1.2.2	8852-HC1	0006F8060	Lenovo BladeCenter H (Chassis)	1	709.00
4.1.2.3	7875-AC1	0006CWNV3	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNV5	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNV6	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNV7	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNV8	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNV9	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW0	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW1	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW2	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW3	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW4	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW5	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW6	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.3	7875-AC1	0006CWNW7	Lenovo BladeCenter HS23 (Server)	1	350.90
4.1.2.4	7309-HC3	23A4664	G8264 Rack Switch	1	1,425.20
4.1.2.4	7309-HC3	23A5995	G8264 Rack Switch	1	1,425.20
4.1.2.4	7309-HC3	23A6003	G8264 Rack Switch	1	1,425.20
4.1.2.4	7309-HC3	23A6010	G8264 Rack Switch	1	1,425.20
Lenovo Equipment Total					12,031.40

Cisco Equipment

Support level: 8x5, Next Business Day on-site / Term of Coverage Oct. 26, 2017 - Oct 25, 2018

Specification	Service HW Part #	Service Serial #	Description	Qty	UNIT PRICE
4.1.3.2	WS-C2960S-24TS-L	FOC1623W1L4	SMARTNET 8X5XNBD CAT 2960S STK 24 GIGE,4	1	357.20
4.1.3.2	WS-C2960S-24TS-L	FOC1623W1MS	SMARTNET 8X5XNBD CAT 2960S STK 24 GIGE, 4	1	357.20
Cisco Equipment Total					714.40

000029

EXHIBIT A - PRICING PAGE
Network Infrastructure Equipment Maintenance

IBM Equipment

Support level: 24x7, 4 hour Response / Term of Coverage Oct. 26, 2017 - July 31, 2018

Specification	Service HW Part #	Service Serial #	Description	Qty	UNIT PRICE
4.1.4.2	2858 E21	0000A6463	N6240 MODEL E21 (Storage Array)	1	27,275.16
4.1.4.2.1	5604		FCP SECONDARY	1	
4.1.4.2.2	5606		ISCSI SECONDARY	1	
4.1.4.2.3	5608		NFS SECONDARY	1	
4.1.4.2.4	5611		SNAPRESTORE	1	
4.1.4.2.5	5612		SNAPMIRROR	1	
4.1.4.2.6	5614		FLEXCLONE	1	
4.1.4.2.7	8255		ONCOMMAND CORE	1	
4.1.4.3	2857 006	34664	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.3	2857 006	34665	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.3	2857 006	34666	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.3	2857 006	34667	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.3	2857 006	34668	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.4	2857 A24	80358	SL STOR NAS PRODUCTS	1	3,366.85
4.1.4.5	2858 E21	0000A6463	N3240 MODEL A24 (Storage Array)	1	6,952.39
4.1.4.5.1	A8QR		SNAPRESTORE	1	
4.1.4.5.2	A8QS		SNAPMIRROR	1	
4.1.4.5.3	A8QU		FLEXCLONE	1	
4.1.4.6	2857 006	34671	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.6	2857 006	34672	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.6	2857 006	34673	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.6	2857 006	34674	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.6	2857 006	34675	EXN3500 SAS EXP UNIT	1	3,366.85
4.1.4.7	2857 A24	80358	SL STOR NAS PRODUCTS	1	3,366.85
IBM Equipment Total					69,308.79

NOT AWARDED
ON 9/25/17

NOT AWARDED
ON 9/25/17

67,896.05

Total Bid Amount:	82,054.59
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80,641.85

000030

ON 9/25/17

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ STO190000002

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 checked="" 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 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.

CHE Consulting, Inc.

Company

Authorized Signature

9/18/18

Date

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



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: 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

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Custom Hardware Engineering & Consulting, Inc. (dba: CHE Consulting, Inc.)
1567 Fencorp Drive, Fenton, MO 63026
636-305-9669

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0248

jessica.s.chambers@wv.gov

Signature X

FEIN # 36-4128326

DATE 9/18/18

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		1900 KANAWHA BLVD E	
US		US	
WV25304		WV 25305	

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.

STO1900000002	Document Phase Draft	Document Description IBM 3rd Party Network Equip Maintenance	Page 3 of 3
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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**

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 of 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

Revised 06/08/2018

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.

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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.

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.

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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 or such operations, from steel made by the open hearth, 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 tenthth 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

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“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-1-2 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.

(Name, Title)
Chris Braun, Maintenance Sales Executive

(Printed Name and Title)
1576 Fencorp Drive, Fenton, MO 63026

(Address) ph: 215-917-5179 fax: 636-305-1441

(Phone Number) / (Fax Number)
cbraun@cheservice.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.

~~Custom Hardware Engineering & Consulting, Inc. (dba:CHE Consulting, Inc)~~
(Company)

David L. York/President

(Authorized Signature) (Representative Name, Title)

David L. York, President/CEO

(Printed Name and Title of Authorized Representative)

9/20/18

(Date)

Ph: 636-305-9669 Fax: 636-305-1441

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
IBM Network Equipment Maintenance & Support

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

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-terminated 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

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

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

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

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: Jonathan Koebbe

Telephone Number: 636-305-9669 ext 20
636-305-1441

Fax Number: _____

Email Address: jkoebbe@checonsulting.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	\$140.65	\$140.65
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$29.10	\$29.10
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$14.65	\$102.55
2858-E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1	\$660.25	\$660.25
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$165.05	\$825.25

Production Site TOTAL \$ 5273.40
(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	\$90.00	\$90.00
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$18.65	\$18.65
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$9.35	\$65.45
2857-A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1	\$175.55	\$175.55
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$105.65	\$528.25

DR Site TOTAL \$ 2633.70
(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	\$140.65	\$140.65
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$29.10	\$29.10
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$14.65	\$102.55
2858-E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1	\$660.25	\$660.25
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$165.05	\$825.25

TOTAL for 3 months \$ \$5273.40
(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	\$140.65	\$140.65
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$29.10	\$29.10
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$14.65	\$102.55
2858-E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1	\$660.25	\$660.25
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$165.05	\$825.25

TOTAL for 6 months \$ \$10,546.80
(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	\$90.00	\$90.00
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$18.65	\$18.65
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$9.35	\$65.45
2857-A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1	\$175.55	\$175.55
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$105.65	\$528.25

TOTAL for 3 months \$ 2633.70
(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	\$90.00	\$90.00
8852-HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$18.65	\$18.65
7875-AC1	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$9.35	\$65.45
2857-A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1	\$175.55	\$175.55
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$105.65	\$528.25

TOTAL for 6 months \$ \$5267.40
(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.

\$ \$31,628.40

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: See Next Page

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/19/2018)

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: Custom Hardware Engineering & Consulting, Inc. (dba: CHE Consulting, Inc.)

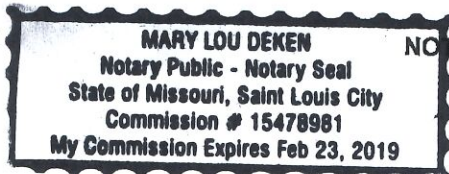
Authorized Signature: David S. Young Date: 9/24/18
State of Missouri

County of St. Louis CITY, to-wit:

Taken, subscribed, and sworn to before me this 24 day of SEPTEMBER, 2018.

My Commission expires 2-23-2019, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Mary Lou DeKen

Purchasing Affidavit (Revised 01/19/2018)



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: 485225

Doc Description: Addendum 1-IBM 3rd Party Network Equip Maintenance

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-18	2018-09-27 13:30:00	CRFQ 1300 STO1900000002	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:

Custom Hardware Engineering & Consulting, Inc. (dba: CHE Consulting, Inc.)

1576 Fencorp Drive, Fenton, MO 63026

636-305-9669

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN # 36-4128326

DATE 9/18/18

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

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 CHARLESTON WV25304 US	WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E CHARLESTON WV 25305 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.

STO1900000002	Document Phase Final	Document Description Addendum 1-IBM 3rd Party Network Equip Maintenance	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Schedule of Services



Date: 9/26/2018

Contract Start Date: (TBD)

Customer: State of West Virginia

Customer Contact: jessica.s.chambers@wv.gov

Period of Performance: TBD

CHE Quote # 12607

CHE and End-User Customer Confidential for Internal Use

Per Section 4.1.1/4.1.2 - PRODUCTION SITE EQUIPMENT

Part No.	ModelNumber	Description	Qty	Cost Each- Per Month-7X24X4	Extended Total - Per Month-7X24X4
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	\$100.00	\$100.00
8852-HCI	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$29.10	\$29.10
7875- ACI	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$14.65	\$102.55
2858- E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1	\$660.25	\$660.25
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$165.05	\$825.25
Production Site TOTAL	\$5,151.45				

(Through Jan. 31, 2019)

Note: Assumes November 1, 2018 Start

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

Part No.	ModelNumber	Description	Qty	Cost Each- Per Month - 8X5XNBD	Extended Total - Per Month - 8X5XNBD
7309-HC3	IBM 7309-HC3	IBM BNT Rack SwitchG8264R	1	\$90.00	\$90.00
8852-HCI	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$18.65	\$18.65
7875-ACI	IBM BLADECENTERHS23	IBM BladeCenter HS23 BladeServer	7	\$9.35	\$65.45
2857- A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1	\$175.55	\$175.55
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$105.65	\$528.25
DR Site TOTAL	\$2,633.70				

(Through Jan. 31, 2019)

Note: Assumes November 1, 2018 Start

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	Descript on	Qty	Cost Each- Per Month-7X24X4	Extended Total - Per Month-7X24X4
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	\$100.00	\$100.00
8852-HCI	IBM BLADECENTERH	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$29.10	\$29.10
7875-ACI	IBM BLADECENTERHS23	IBM BladeCenter HS23 Blade Server	7	\$14.65	\$102.55
2858- E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1	\$660.25	\$660.25
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$165.05	\$825.25
TOTAL for 3 months \$					
Production Site TOTAL	\$5,151.45				

SIX (6) Month Renewal Term -Production Site					
Part No.	Model Number	Description	Qty	Cost Each- Per Month-7X24X4	Extended Total - Per Month-7X24X4
7309- HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	\$100.00	\$100.00
8852-HCI	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$29.10	\$29.10
7875-ACI	IBM BLADECENTER HS23	IBM BladeCentlr HS23 Biade Server	7	\$14.65	\$102.55
2858- E21	IBM N6240C	IBM N6240 2-node/2-Chassis NAS Disk Array	1	\$660.25	\$660.25
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$165.05	\$825.25
TOTAL for 6 months \$					
Production Site TOTAL	\$10,302.90				

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- Per Month - 8X5XNBD	Extended Total - Per Month - 8X5XNBD
7309-HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	\$90.00	\$90.00
8852-HCI	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$18.65	\$18.65
7875-ACI	IBM BLADECENTER HS23	IBM BladeCenter HS23 Blade Server	7	\$9.35	\$65.45
2857- A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1	\$175.55	\$175.55
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$105.65	\$528.25
TOTAL for 3 months \$					
DR Site TOTAL	\$2,633.70				

SIX (6) Month Renewal Term - DR Site					
Part No.	Model Number	Description	Qty	Cost Each- Per Month - 8X5XNBD	Extended Total - Per Month - 8X5XNBD
7309- HC3	IBM 7309-HC3	IBM BNT Rack Switch G8264R	1	\$90.00	\$90.00
8852- HC1	IBM BLADECENTER H	IBM BladeCenter H Enhanced 14-slot Chassis	1	\$18.65	\$18.65
7875-ACI	IBM BLADECENTCR HS23	IBM BladeCenter HS23 Biade Server	7	\$9.35	\$65.45
2857- A24	IBM N6240C	IBM N6240 Dual-node Disk Array	1	\$175.55	\$175.55
2857-006	IBM EXN3500	IBM 24-Slot SAS SFF Disk Enclosure	5	\$105.65	\$528.25
TOTAL for 6 months \$					
DR Site TOTAL	\$5,267.40				

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 be purchased

sections 4.1.1-4.1.3. Additional terms may via change order at the discretion of the agency.				
\$31,140.60				

PLEASE NOTE: This proposal contains system configuration, pricing, and other business information that has been developed by CHE Consulting Inc. using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat it's own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

Quoted prices are exclusive of applicable taxes. Buyer is responsible for any taxes associated with this transaction as required by the applicable tax jurisdiction for this transaction. If Buyer is exempt from tax, then Buyer agrees to provide a valid sales tax exemption certificate prior to Seller ordering the equipment

NOTE: CHE may require up to one month notification prior to entitlement

This CHE Quote is subject to the terms and conditions specified in the (i) applicable signed, maintenance related agreement between CHE and Customer; or (ii) if none, to the appropriate, standard CHE maintenance related agreement in effect on the date of this Quote, a copy of which shall be made available upon request. Customer may accept this Quote by (a) signing this Quote and returning it to CHE; (b) issuing a purchase order referencing this Quote to CHE for the items identified on the Quote; or (c) sending an email or other writing to CHE accepting this quote. Once accepted, this Quote, including the payment obligations, becomes a binding order under the applicable agreement.

The prices on this Quote (i) reflect the configurations, service levels and/or other characteristics set forth herein; and (ii) are valid until thirty (30) days after the date of this Quote. Please submit your acceptance to CHE before this price validity period ends in order to ensure your receipt of the pricing listed on this Quote.

The prices on this Quote do not include any applicable taxes or levies, which shall also be paid by customer upon invoice by CHE.

The maintenance period for each item shall start and end on the corresponding dates set forth herein, unless otherwise sooner terminated in accordance with the governing agreement. Any changes to the commencement, duration or expiration of a maintenance period or to a configuration stated on this Quote require the approval of CHE.

Agreed To By, the undersigned, Authorized Customer Representative

By (Sign): _____

Name (Print or Type): _____

Title: _____

Date: _____

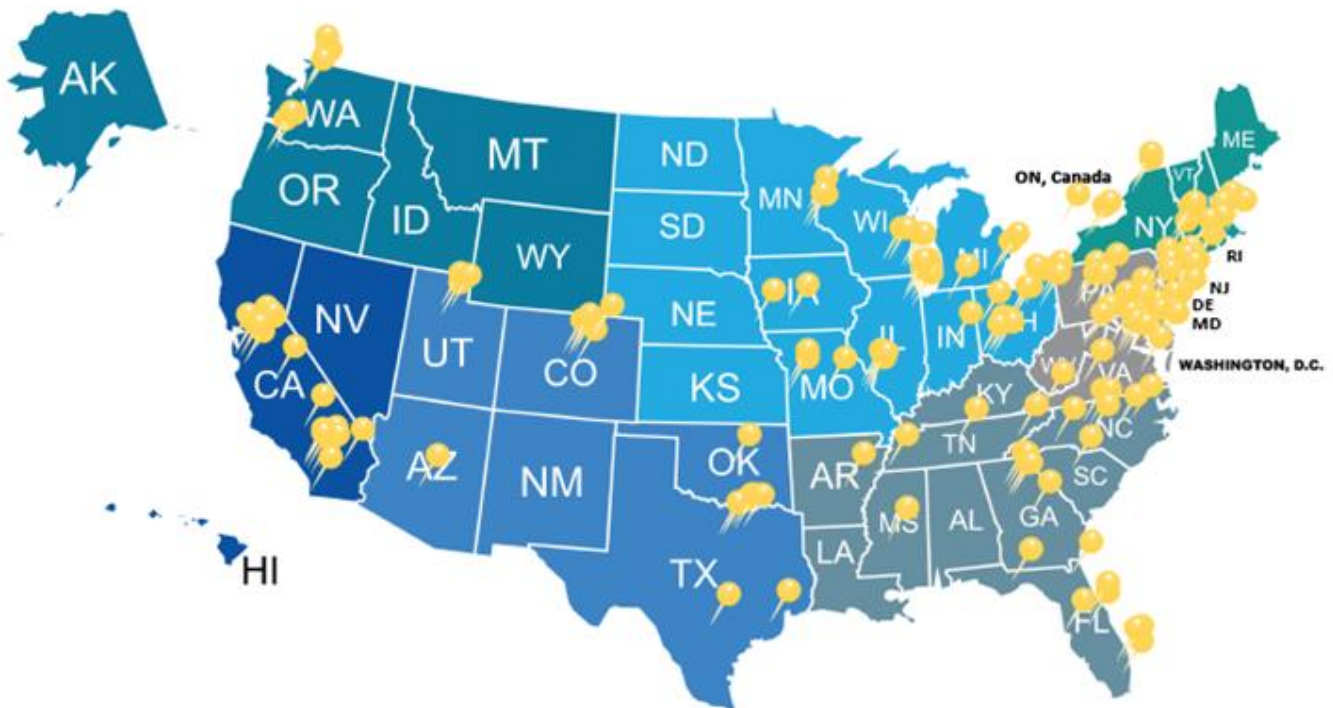
First to Respond



Simply Better Maintenance Services



Where We Are



Objective

Since 1997, CHE has provided enterprise systems maintenance support services. CHE Consulting is a current provider of IBM maintenance services to the State of West Virginia. Our company understands the objective of the State of West Virginia to achieve cost savings, without degradation of service, and administrative convenience by contracting with a full service, professional, systems support maintenance services provider.

Scope of Work

CHE provides all labor, materials, supervision, parts, management, scheduling, tools, transportation, and diagnostic equipment necessary in order to support the systems repair services requirements for the equipment listed in this RFP.

Minimum Qualifications:

1. Twenty (+) years in the business of providing computer hardware maintenance support services.
2. Financial Stability, proven track record, and growth required to remain a long term viable service provider to the State of West Virginia and fulfill the commitments of this contract. Please refer to Dun & Bradstreet for an in depth review of our financial strength.
3. CHE is an independent systems services integrator and is able to service the equipment listed within this RFP's equipment listing.

Company Background

CHE is one of the nation's largest independent maintenance support services providers, specializing in multi-platform, enterprise systems. We currently provide services in thirty-seven (37) states and are trusted by federal, state and local governments, Fortune 100, 500 and 1000 Companies, and more! CHE is able to provide a consolidated approach to systems maintenance as an alternative to the OEM's extended warranty programs. CHE is able to directly support the following equipment platforms; IBM, Quantum, HP, EMC, Oracle/SUN/ STK, Compaq, McData, Brocade, Dell, and many others.

CHE – “Four Corners” Support Model

CHE provides a support and delivery model that is not only extremely unique but is also unmatched in the third party maintenance industry. We provide a four corners support model that includes access to:

- ❖ **System Helpdesk Engineers** – They are the first to respond to our customers, tracking the call from inception through resolution. These engineers have access to all internally- developed diagnostic tools, equipment knowledge databases, equipment quick fixes, and national parts inventories. Each engineer has field “hands on” experience. In many instances they contact customers before customers even know they have a problem, and most important, they know

the problem resolution. The helpdesk is available to our customers 24 hours a day, 7 days a week, via a toll free number.

- ❖ **On-Site Customer Engineers** – The “heart and soul” as well as the face of our company. These systems services experts’ performance is measured on how many systems outages they “prevent”, not just what they “react” to. They have access to all internally- developed and machine- resident diagnostic tools, equipment knowledge databases, equipment quick fixes, and locally on site pre-certified and tested spare parts. They are restricted from parts swapping or scavenging parts from other whole systems (a.k.a. “hot spares”).
- ❖ **Systems Platform Experts** – To ensure the highest level of systems availability, alleviate “finger pointing”, and provide backup to our on-site support teams are highly skilled systems platform experts. Each member has a superior knowledge base for every systems platform we maintain. These experts focus on problem prevention through continuous research of manufacturer’s systems updates and engineering changes. Each team member provides information to our customer engineers that assist in guiding our customers to prevent outages by informing them of known microcode and firmware updates that provide systems resolutions to problems before they occur.
- ❖ **Corporate Equipment Laboratory** – CHE has a state-of-the-art equipment lab located at our corporate headquarters. Installed in the lab are full running systems for every critical platform maintained by CHE. Our lab based engineers are dedicated to certifying every systems part before being issued to a customer. No part issued by our company will be dead on arrival, no matter what supplier we purchased it from, to include the manufacturer. Our Systems Programmers utilize these systems to refine and continue to develop our own systems diagnostic remote support tools. Our Systems Trainers utilize the systems to accommodate our Customer Service Engineers’ hands on hardware repair training program. Finally, these systems are utilized to emulate service incidents that go beyond just hardware repair, and aid in faster problem identification and resolution. CHE is singly accountable to our customers’ systems and we never stop until systems operation is restored.

By integrating these four corners of service, CHE meets all of the key requirements to be your single point of contact for datacenter maintenance support.

- ✓ First to Respond
- ✓ Expert Systems Predictive Troubleshooting
- ✓ Certified Parts, Full-Time Employed Engineers, (No Parts Swapping or Scavenging)
- ✓ R&D Laboratory staffed with Engineers & Systems Programmer Support
- ✓ Systems Remote Monitoring for Preventive/Proactive Services

System Availability Is Our Focus

CHE customers enjoy unparalleled systems availability. It is our 100% focus and belief that customers pay us to prevent systems failures versus reacting to them. We only provide quotes for the services we can actually provide. Our focus remains on core systems platforms; they are enterprise servers (mainframes), midrange servers, servers, tape storage, and disk storage. This focus on succinct systems platform support has allowed us to become experts in the industry and allows us to provide a consistent service delivery model for all customers. We take great pride in delivering services that others in this industry cannot deliver, and it allows our customers to develop complete trust, confidence, and respect for our company and their locally assigned Customer Service Engineers.

Service Requirements

- a) CHE will provide maintenance services for equipment presently owned by The State of West Virginia as listed within the below "Schedule of Services" during the contract term for the items outlines within request: CRFQ 1300 STO1900000002.
- b) Cost of CHE Services Include:
 - i. All maintenance fees for the services to be provided include all costs, including but not limited to labor, travel time, and expenses.
 - ii. CHE Customer Service Engineers have been fully trained and certified on each system platform they service. Each Customer Service Engineer has received certification training from the OEM during their employment with the OEM, in addition to internal training classes for product platforms that are no longer taught by the OEM.
 - iii. CHE follows the prescribed recommendations, procedures, and best practices recommended by the OEM within the folds of their technical documentation when providing corrective equipment services. CHE exceeds the recommendations of the OEM when providing preventative maintenance service (PM). CHE utilizes recommended OEM parts that are either new, equivalent to new, or certified as new for parts replacement.
 - iv. CHE has a team of systems platform expert engineers (a.k.a. Product Specialists) that is responsible for tracking and monitoring microcode, firmware, engineering changes, or product recalls issued by the manufacturer of the systems. This information is subscribed to by our company and is held within the systems of our National Support Center (NSC) via our equipment Knowledge Database. We advise our customers of any required actions needed to enhance the functionality, performance, or reliability of their systems during our Monthly Reports and during regularly scheduled customer meetings.
 - v. Customer Service Help Desk hours of operation and escalation procedures: CHE owns and operates our own Help Desk, based in Fenton, Missouri. Our Help Desk is available to customers 24 hours a day, 7 days a week. System Help Desk Engineers are staffed to

manage, track, and triage service incidents. These engineers are employees of CHE (not outsourced). Our Help Desk is your “single point” of contact for all service incident information. These engineers have “field hands on” systems experience and have access to all internally- developed diagnostic tools, equipment knowledge databases, equipment quick fixes, and national parts inventories. Calls are received either through equipment that are eligible and connected to our remote monitoring tools, or from you our customer.

Escalation Process

Escalations customarily occur in one of two ways. First, an escalation can be requested at any point in the service process by any member of the support team, including our customer. When this occurs multiple personnel within CHE are immediately notified, including:

Corporate Executive (President) – David L. York
Director of Operations – Courtney Rogers
CHE Customer Service Help Desk Manager – Jonathan Koebbe
System Platform Expert (Product Specialist) – James Beck
Operations Manager – Jack Judy
Sales Account Executive – Chris Braun
Customer Service Engineer – William Vandembosch

Second, an escalation can occur due to time lapsed on a service incident. This simply means that CHE follows a strict service incident process that has time allowances for each step of the service delivery process. If any of these situations are not met, listed below, and we run the risk of exceeding a time stamp allowance, then the Help Desk MUST escalate.

1. Customer opens a service request with our Customer Service Help Desk
2. CHE Customer Service Engineer must pick up the call from the Help Desk within 10 minutes of being paged; contact customer with estimated time of arrival
3. CHE Customer Service Engineer must contact help desk immediately upon arrival at the site meeting response time SLA
4. CHE Customer Service Engineer must report to help desk after an hour of being on site with status of repair work
5. If repair has not been accomplished by the Customer Service Engineer after being on site for two hours, then the service incident must be escalated to the Regional Manager (RM). The RM will assess the overall progress being made by the Customer Service Engineer and is empowered to engage Help Desk Engineers and Systems Platform Experts, if necessary.
6. If repair has not been accomplished by the Customer Service Engineer after being on site for four hours, then the service incident must be escalated to the Director of Operations. The

Director of Operations is empowered and responsible to insure that the RM, Systems Platform Experts, Help Desk Engineers, and the full breadth of all company resources are available to resolve the incident with a clear cut action plan to resolve the incident. The Director of Operations must brief the customer of all actions being taken by the company to resolve the service incident.

7. If repair has not been accomplished by the Customer Service Engineer after six hours, it is required that the Director of Operations escalate the service incident to the President. The President will review the action plan and actions taken by the support team and will direct further actions to resolve the incident, up to and including machine replacement. The President will contact the customer personally to provide an update as to how the service incident will be resolved.

CHE will provide continuous communications to the State of West Virginia in the event of any service incident escalation during the contract term. This will be accomplished via bridge calls and e-mail. At the conclusion of any escalated service event, we will issue a written Root Cause Analysis (RCA) report to the customer followed by a meeting to discuss areas where improvement can be made to insure that a similar occurrence on a service incident will not happen again.

Equipment Repair Services

- A. CHE will provide break/fix repair services for equipment owned by the State of West Virginia as listed in the Schedule of Services. We will provide, at no additional charge, predictive and preventative equipment repair services. We will accept additional equipment during the contract term so long as we have the proper infrastructure to support the equipment. Thirty days advanced written notice to add equipment to the contract would be appreciated. The equipment repair services costs include all labor, travel time, tools, test equipment, diagnostics, documentation, and parts necessary to restore malfunctioning equipment to full operation.
- B. CHE will respond to the State of West Virginia requests for repair services with qualified repair personnel. CHE will commence equipment repair services by responding on site as outlined in the schedule of services.

SLA Choices, Our Commitment, and Guarantee

CHE believes in total flexibility for every customer, and we do not believe that “one size fits all” customers for their systems services requirements. We guarantee our customers that we will arrive on site within the time required, and we will repair the system within the time frame required. Find below some service level agreement options that fit within most customer’s system needs, but rest assured that if one of these options doesn’t fit, we will tailor the precise performance standards required and price it fairly.

Mission Critical Systems

24 hours per day, 7 days a week, with a 2 or 4 hour response time guarantee option. CHE Customer Service Engineer will arrive on site within 2 or 4 hours. Parts necessary to effect repair for the systems will be stored on site. Systems restore time options are available upon request with pricing adjusted accordingly.

Office Production Systems

5 days per week, 9 hours per day, with a 4 hour response time guarantee. Under this service option, CHE, unlike others in the industry, will respond to a service request within 4 hours so long as the service request is received during the contracted services window. Example: The service window for a customer is from 8:00 a.m. until 5:00 p.m., Monday through Friday. The customer places a systems service incident request at 4:55 p.m. on a Friday. The CHE Customer Service Engineer, in this example, will respond to the service request not later than 8:55 p.m. Friday. Even when a system under this support option is outside of its coverage window, our Customer Service Help Desk will accept the service request and have a Customer Service Engineer be on site the next business morning. Critical parts necessary to effect repair for the systems that would render the device not operational will be stored on site.

Non Mission Critical Systems

Next Business Day (NBD) response time guarantee. Under this service option, our customers receive increased savings but still have the luxury of regional parts availability that most companies will not provide. Systems that are ideal for this services option are those that have high availability, redundancy, or operate in environments that can afford to wait for services until the next business day. Our Customer Service Help Desk will accept calls for service incidents on these systems platforms at any time. The CHE Customer Service Engineer will respond by the next business day for these service incidents. Parts necessary to effect repair for the systems will be provided at a minimum the next business day after problem diagnosis. This service plan option is Monday through Friday, and excludes service provision on weekends or holidays.

Parts Inventory Management

- A. CHE has methodical disciplined processes and procedures to provide our customers with high quality and high availability of parts to support systems platforms placed under contract with our company. We provide parts that are new, equivalent to new, or certified as new for every systems platform we maintain. Parts' swapping between systems platforms is strictly prohibited, as is scavenging parts from whole systems platforms (hot spares). This section will describe the CHE approach to parts inventory management.
- B. CHE does not apply surcharges of any type for the delivery or shipping of parts and supplies for our firm fixed price maintenance customers.

CHE has a unique, no additional cost approach in providing parts for systems platforms we support. We place the parts inventory on site for each customer we have under contract. This approach increases equipment restore time in the event of an outage, as well as assists in preventing outages before they occur. In an industry where companies continue to outsource and pool inventory resources to strategic geographies, CHE remains committed to providing on site spare parts for all of our firm fixed price maintenance customers. This commitment eliminates the risk of having no parts available, or having to wait for a part to be shipped in when needed. Identifying the parts a customer requires to support their system platforms is the key to being successful. We accomplish parts identification through a thorough comprehensive on site systems platform audit prior to our contractual responsibility beginning. Prior to our maintenance service responsibility commencing, we must have the parts on site and available on day one. Please find below the information we gather prior to commencement of the services contract:

- ✓ System Platform Serial Number
- ✓ System Configuration
- ✓ System Part Numbers
- ✓ System Engineering Level
- ✓ System Firmware Level
- ✓ System Microcode Level
- ✓ System Location and Point of Contact

CHE has invested in complete systems platforms that mirror our customers systems. By having a complete system on hand, this allows us to test and certify every component part that is being issued to our customers no matter where we have purchased the part from. Through this approach our customers are assured that there will be no “dead on arrival” parts for their systems. By having complete systems, it also allows us to pre-install the necessary firmware or microcode required for any part for any system we maintain. Another advantage in our investment in complete systems platforms is that it allows us to bench repair defective parts for reuse. This aids our customers in being able to extend the useful life of systems platforms they have installed.

Parts inventory management would not be complete without having a proper software program to manage it all. CHE conducted an analysis of software programs in the industry available to manage our customer’s inventory and found none of them suitable based on our unique parts inventory program. That is why we had our Systems Programmers develop our own software product that fit precisely in what we provide to our customers. The product is very robust; web based, and provides access to every team member responsible for providing service to our customers. When a Customer Service Engineer utilizes a part for our customer’s systems platform, an automated replenishment order is generated. This ensures that the one to one relationship between parts required and parts on hand remains at consistent levels. The program automatically notifies the Customer Service Engineer and Logistics

supply team of those parts that are eligible for bench repair and issues the return material authorization document necessary for the part to be received back and repaired timely.

Monthly Reports – Meetings

CHE makes available to each of our customers monthly reports of systems services activities. These reports include all systems services activity performed by your service team to include; remedial maintenance services delivered (response time, restore time, and parts availability), preventive maintenance services performed (systems malfunctions prevented and parts replaced to prevent the failure), equipment failure trends, and did we meet our SLA guarantees. CHE requests that a person to person review meeting also be held on a monthly basis. These types of meetings are very important because they insure that there is ongoing communication between CHE and our customers. We need our customers feedback to make sure we are meeting the service requirements, insure that we are aware of any special project, make sure we are out in front of any systems asset changes, and identify other services that may be of value to you the State of West Virginia. It is also a great time for us to provide you information on systems updates, upgrades, and engineering changes recommended by the OEM.

Even though CHE provides detailed monthly reports for systems service related activities, individual systems services incident reports can be provided at any time. In fact, the Customer Service Help Desk technicians have secured web portal access to internally developed tools, **SAM** and **FED-AA**, to provide our customers detailed individual systems incident reports at any time via e-mail. The web portal is secured to protect the privacy and sensitive information for each customer. CHE can provide reports in a variety of formats so that our customers can make internal use of the information within their own data system management programs.

System Upgrade Services

CHE will provide you the State of West Virginia systems upgrade services to correct systems defects that have been identified by the OEM. There is no additional charge for these services so long as the systems are at current supported levels when our systems responsibility begins. Systems upgrades that increase memory, storage, or channel capacity are available for an additional fee. The services will be provided at a time that will not interfere with your operational mission. These services are made possible through subscriptions, reseller relationships, and internal research provided by our Systems Platform Experts. The State of West Virginia is notified of the availability of the systems upgrades during our monthly meetings. CHE will provide our internal release notes for the systems upgrades upon request by the customer. While CHE strongly recommends that our customers install systems upgrades identified by the OEM that correct systems defects, we do understand that sometimes due to Operating Systems issues a customer may not be able to have the upgrade installed; we do not force our customers to install the upgrade when this is the case. When this is the case CHE will instead work with you to determine the benefits or tradeoffs, if at a later date you would like the upgrade installed.

Invoicing

CHE provides detailed invoices per your format and requirements on either a monthly, quarterly or annual basis.

Managing Your Account

CHE assigns a dedicated professional team to service our customers. The State of West Virginia will enjoy the focused no nonsense approach in working with CHE for all key aspects of the services we provide.

- Business Manager – totally responsible for contract management and general customer requests. This individual is available to you Monday-Friday, 8 A.M. to 5 P.M. to support our customers' requests for contract changes, pricing questions, or general information requests.
- Platform Experts Manager – totally responsible for setting up systems review sessions to insure microcode, firmware, engineering changes, and frequent failure trends are addressed. This person acts as your technical advocate to insure solid systems performance.
- Sales Executive – a representative that is available to insure we deliver what we committed to, ensure that a strong business partnership is developed, and can also offer strategic ideas and programs to our customers.
- Operations Manager – responsible to supervise and oversee the service delivery of the customer service engineers. Additionally monitors all service call activity and ensures CHE meets our SLA guarantees for our customers.
- Director of Operations – responsible for Quality Assurance, customer satisfaction, and customer retention. This individual is also fiscally responsible for the management of our customers across the U.S.

Remote Systems Monitoring

CHE is an industry leader in our development of remote systems monitoring technology. Through our development and use of these systems support tools, for eligible equipment, data center managers have the assurance of knowing that we are on the job 24 hours each and every day. We are not only able to meet our SLA guarantees through use of these technologies but we are able to prevent failures to systems prior to them occurring. Find below a brief description of each tool we have developed to support your systems which clearly demonstrate why we succeed where others fail.

- ❖ Site Account Manager (SAM) – contains a complete inventory listing of equipment under contract with our company. Contains customer point of contact, systems location, and configuration data. Provides systems service history during the contract term to include preventive and remedial services provided. Provides customer service engineer availability for

primary and backups. Contains responsible manager information with escalation paths automated.

- ❖ Parts Account Management System (PAMS) – contains your on-site parts inventory, as well as CHE parts inventories at all locations across the U.S. Generates automated parts replenishment orders when a part is consumed and tracking information. Provides parts cross compatibility information, and most commonly used parts for systems under contract with our company.
- ❖ Serial Error Reporting Peripheral Activity (SERPA) – provides EMC CLARIION disk systems error log off loads.
- ❖ Field Engineer Dispatch-Auto Alert (FED-AA) – automatic systems service calls generated for predefined critical error data sets received from our support tools. Also provides current systems service call status.

Conclusion

CHE believes that we have provided the State of West Virginia with a technically superior, flexible, and fairly priced offering for the services required on your systems. We also believe that it is plain to see why CHE provides “Simply Better Maintenance Services” and others within this industry segment fail. We thank you for your consideration of our offering and look forward to entering into a strong lasting partnership with your organization.



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: 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

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Custom Hardware Engineering & Consulting, Inc. (dba: CHE Consulting, Inc.)

1576 Fencorp Drive, Fenton, MO 63206

636-305-9669

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN # 36-4128326

DATE 9/18/18

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 CHARLESTON WV25304 US	WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E CHARLESTON WV 25305 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.

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions