



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.



Header 4

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 735916

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: VC000011098



SO Doc ID: ADJ2000000034

Legal Name: SUFIAN MUNIR INC

Published Date: 6/10/20

Alias/DBA:

Close Date: 6/18/20

Total Bid: \$17,370.00

Close Time: 13:30

Response Date: 06/17/2020



Status: Closed

Response Time: 16:02

Solicitation Description: ADDENDUM NO.1



Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia
 Solicitation Response

Proc Folder : 735916
 Solicitation Description : ADDENDUM NO.1
 Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-18 13:30:00	SR 0603 ESR06172000000007704	1

VENDOR
VC0000011098 SUFIAN MUNIR INC

Solicitation Number: CRFQ 0603 ADJ2000000034

Total Bid : \$17,370.00 Response Date: 2020-06-17 Response Time: 16:02:14

Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 (304) 558-7839
 john.w.estep@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	Smart Boards MX086 or equal and misc.hardware/freight	1.00000	LS	\$17,370.000000	\$17,370.00

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description :	Smart Boards for Mountaineer Challenge Academy 20MCAS-49 See pricing page, Exhibit A.
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Proposal for Mountaineer Challenge Academy 20MCAS-49



Clary Business Machines Co.
8170 Miramar Road, San Diego, CA 92126

sales@claryco.com
(800) 992-5279 (858) 552-0290

Table of Contents

Table of Contents

1 - Cover Letter

2 - Clary Business Machines - Profile

3 - Scope of Service

4 - OneScreen vs SmartBoard MX series

7 - Hardware (Interactive Display)

8 - Software

10 - Unlimited, Free Training and Support

11 - Training Outline

12 - Service Level Agreement (SLA)

14 - Experience and References

16 - Testimonials

- Appendix A (Brochures and Data Sheets)

Date: June, 17th 2020.

Attn: John W Estep

SUBJECT: CRFQ 0603 ADJ2000000034

Clary Business Machines is pleased to submit the enclosed proposal in response to your RFP for the purchase of Interactive Flat Panel displays. Clary has the commitment, experience and expertise to deliver a turn keysolution that meets all the requirements specified in your RFP. A detailed comparison of the Onescreen against the Smart MX series is included in this proposal.

I appreciate your endeavor to modernize your environment with the latest interactive tools and strongly believe that we are uniquely qualified to deliver a turnkey OneScreen solution that meets all the requirements specified in your RFP. I will be the main point of contact for this project. Please feel free to call me at my cell (858) 232-4525 or viaemail at sufian@claryco.com if you need any assistance.

Sincerely,

Sufian Munir

CEO | Clary Business Machines

8170 Miramar Road

San Diego, CA 92126

Cell: 858-232-4525

Email: sufian@claryco.com





Clary has been ranked
940 among INC 5000
companies, number 34
in the San Diego
Business Journal
Fastest growing 100
Private Companies and
Top 50 Fastest
Growing Companies in
San Diego.

Clary Business Machines was founded in 1954 to provide technological solutions to local businesses. In a span of 65 years, Clary Business Machines has become a trustworthy supplier and integrator of Office, AV and classroom equipment. We have more than 40,000 satisfied customers in education, corporate and government sector all over US.

Clary Business Machines is headquartered in San Diego with offices in Arlington, Atlanta and Baltimore. We also have a vast network of sub-contractors who work with us on different projects throughout the year. We believe in keeping the solution as simple as possible for our customers. Our sales and design engineers work tirelessly to propose a solution which minimizes the technological overhead and meets the specifications so as to maximize the customer engagement with the products.

All of our technical staff is certified and factory authorized to service the equipment that we sell. From more than a thousand interactive flat panels at Baltimore City Public Schools to revamping the video communications systems of National Geographic, we are capable of exceeding our customer's expectations on any project irrespective of its size.

Our long term and (in some cases) exclusive relationships with the equipment manufacturers allows us to ensure that our customers receive unparalleled cooperation and support from the manufacturers. With our diversified product line, our bottom line is directly dependent on the repeat business from our customers. Therefore, we pay great deal of attention on after sale service and maintain a dedicated in-house customer service.

We have thoroughly gone through the requirements outlined in the RFP and are proposing the OneScreen Interactive flat panel with the OneScreen Software bundle.

Details of the hardware and software proposed are part of this proposal.

In addition we offer free unlimited online support and training to all our customers. A detailed section of the support and training offered is also included in this proposal.





Description	OneScreen Touchscreen	Smart Board MX series
Hardware		
Display and Sound		
Available Screen sizes	55" / 65" / 75" / 86"	65" / 75" / 86"
Screen Type	LED	LED
Resolution	3840(H) x 2160(V)	3840(H) x 2160(V)
Brightness	400 cd/m2	350 cd/m2
Contrast Ratio	4000:1	1600:1 (1200:1 for 65")
Refresh Rate	60 Hz	60 Hz
No. of Colors	1.07 billion	-
Viewing Angle	178 (H) * 176 (V) (for 55" /65") 178 (H) * 178 (V) (for 75" /86")	178°
Slot for PC	Yes	Yes
Input Ports	1x DP 3x HDMI 1x Mic 1x YPBR 1x AV 1x Audio 1x VGA (15 pin D-Sub)	3x HDMI 1x 3.5mm Stereo-in 1x VGA
Output Ports	1x AV 1x HDMI 1x Earphone 1x SPDIF	1x 3.5mm Stereo-out 2x HDMI 1x SPDIF
Connectivity	5x USB 1x Camera USB (Only functional with OPS-PC) 2x Touch Input 1x RS232 2x RJ45 1x Wi-Fi 1x Bluetooth 4.0	4x USB-A 2x USB-B Touch 1x RS232 serial 3x RJ45 1x Wi-Fi 802.11 a/b/g/n/ac 2.4GHz and 5GHz
Surface Protection	Anti-Glare Tempered Glass Level 7 MoHS	Fully heat-tempered glass
Power Consumption	55" (Maximum 160W, Standby mode <=0.5W) 65" (Maximum 230W, Standby mode <=0.5W) 75" (Maximum 300W, Standby mode <=0.5W) 86" (Maximum 450W, Standby mode <=0.5W)	65" (Maximum 115W, Standby mode < 0.3W) 75" (Maximum 224W, Standby mode < 0.3W) 86" (Maximum 265W, Standby mode < 0.3W)
Speakers	15W x2 (Forward Facing) Dolby Speakers	10W x2
Touch		
Touch Technology	Infrared	Infrared
Points of Touch Supported	20	10
Supported Operating Systems for touchscreen	Windows 10/8/7/XP Linux Mac Android Chrome OS	Windows 10/8/7/XP Mac
Response Time	< 8 ms	8 ms
Operating System		
Operating System	Android 8.0	SMART Board with iQ
RAM	3GB DDR3 2133MHZ	4 GB DDR3L SDRAM
ROM	64G EMMC5	32 GB eMMC 5.1

Specifications are subject to change at any time without notice.

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Processor	Cortex A73*2+A53*2, Mali G51MP2, 64G EMMC5.1	RK3399, Dual-core A72+Quad-core A53, 64 bits, 2GHz
Google Playstore	Yes	No
Wireless Screen Sharing/Mirroring	Eshare iMirror (Airplay)	Yes
Connectivity	Built-in Wi-Fi Bluetooth 4.0 RJ45 Gigabit Ethernet	1x HDMI 1.4 (1920 × 1080) output for external monitor 2x USB 3.0 Type-A 1x RJ45 Gigabit Ethernet 1x Bluetooth 4.1 (802.11A/B/G/N/Ac)

Accessories

Stylus	x2	x2 Pens
Cables	1x Power Cable 1x HDMI Cable 1x Touch Cable 1x Audio Cable 1x VGA Cable	1x Power Cable 1x USB Cable
Remote Control	x1	x1
OPS PC Module	Optional	No
Wall Mount	Yes	Yes

Software and Support

Software Included

Screen Mirroring Software	E-Share	Airplay Google Cast Miracast
Supported Devices	Android,iOS,Mac,Windows, and Chromebook	Android,iOS,Mac,Windows, and Chromebook
Maximum number of devices that can be shared simultaneously	4	8
Mirroring from display to other devices	Yes	No
Wireless control of shared screen	Yes	No
Annotation	OneScreen Annotate (1x perpetual license)	SMART Meeting Pro
Multi-point touch supported	Android mode 20 touch points (PC mode 16 touch points)	Yes
Gesture Recognition	Pinch in/out zoom in/out (Palm erase for android mode)	Yes
Write on any source	Yes	Yes
Write on desktop	Yes	Yes
Built-in Image search engine	Yes	No
Shape recognition	Yes	Yes
Text recognition	Yes	Yes
Screen recording for whiteboard session with audio recording	Yes	Yes
Screen capture tools	Yes	Yes
Support for annotating on various formats	Yes	Yes

Specifications are subject to change at any time without notice.

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Video Conferencing		
	OneScreen Hype (50x one-year licences included)	SMART Bridgeit
Multi-point video/audio call	Up-to 50	9
Screen share and control	Yes	Yes
Multiple camera streams from single device	Yes	Yes
SIP/PSTN Interoperability	Yes	No
Shared Whiteboard for in-meeting collaboration	Yes	Yes
In-meeting polling options	Yes	No
Platforms supported for conferencing	Android / iOS / Mac / Windows / Chrome OS / Linus	Android / iOS / Mac / Windows / Chrome OS / Linus
Guest users	Yes	Yes
Dedicated Meeting rooms	Yes	Yes
Live Support	Yes, via video / audio / email / chat / phone	No
Dedicated Meeting rooms	Yes	No
Remote Screen Sharing		
	OneScreen Swap (50x one-year licences included)	SMART Remote Management
Provide screen view/control access to multiple participants simultaneously	Yes (up to 50 participants)	Yes
Control/View multiple screens simultaneously	Yes (up to 50 participants)	Yes
Educational		
	Zuni	SMART Learning suite
Dedicated Subject based tools	Yes. (Math, Language, Geography, Chemistry, Physics etc.)	Yes
Lessons Repository	Thousands of lessons designed for K-12 schools, designed as per curriculum of different states in USA.	No. However custom made lessons can be accessed from online lessons library
Lesson Management System	Yes	Yes
Classroom collaboration supported	Yes	Yes
Subject based games	Yes	- Yes
Collaboration devices OS supported	iOS, Android, MacOS, ChromeOS, Windows	iOS, Android, MacOS, ChromeOS, Windows
Support and Training		
Support	Yes, via video / audio / email / chat / phone	Yes
Training	Yes (free online training)	Yes
Warranty	3-Year Standard Advanced Hardware Replacement (optional)	NA & ROW – 3 years standard UK – 5 years standard 1 or 2 year extended options available (excl. UK)

Specifications are subject to change at any time without notice.

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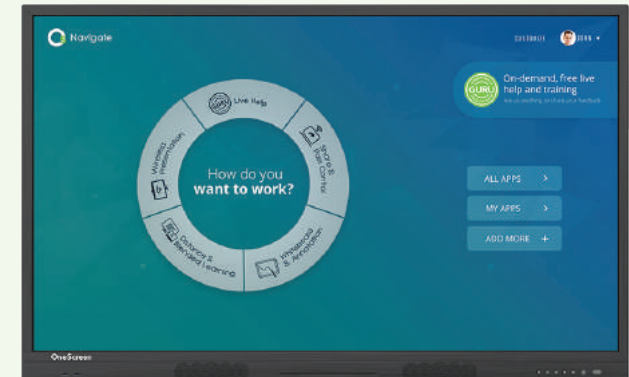
The OneScreen Interactive Flat Panels provide customers with an easy to use all in one solution which allows for collaboration, screen sharing, annotation, polling, remote management & more. some of the salient features of the OneScreen Interactive Flat Panel are:

Features

- LED display with a 4K UHD- 3800 x 2160 resolution
- 20-point multi-touch with 2mm accuracy
- Commercial Grade Panel built and tested for 24x7 use
- Android Processor Dual Core A73+Dual Core A53 with 3GB RAM and 64GB Storage
- 2 x 15W front facing Dolby stereo speakers
- Modular design with a premium brushed metal finish

What's in the Box?

- OneScreen Interactive Flat Panel
- Stylus (2)
- Wall mount
- Remote control
- Power cable
- Extendable wand
- Quick setup guide
- Remote control guide
- HDMI Cable
- USB Touch Cable



OneScreen Interactive Flat Panels come with a built in Android 8.0. Some of the key services and applications that are part of the OS include:



Google Play Store

Full access to Google Play Store with Multi-user login support



Android Apps

Full access to Android Apps including Chrome, YouTube, Office Apps etc.



OneScreen Software Suite

A complete educational software suite made for a classroom environment

A detailed explanation of what the OneScreen Software Suite Offers is given below:

Classroom Collaboration



- Multi device screen share & streaming
- Mirror your screen to OneScreen and vice versa via phone, tablet or computer
- Screen sharing and collaboration across Android, iOS and Windows devices
- Take control of content on screen using a phone or tablet .

Distance & Blended Learning



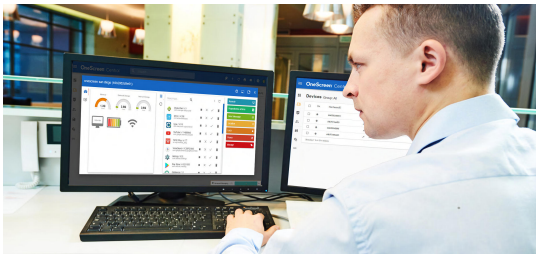
- Browser based Distance & Blended Learning Solution
- Unlimited multi party video calls with up to 50 Participants
- Screen & application sharing, recording, instant messaging, file exchange, dial-out capability & online white boarding capabilities
- Create classroom communities and pass control and/or view capability to multiple team members at the same time.
- Utilizing the software:
 - Absent students can remotely participate in the class
 - Invite subject matter experts to deliver lectures remotely
 - Webcast live and archived lectures

Annotation & Interactive Whiteboard



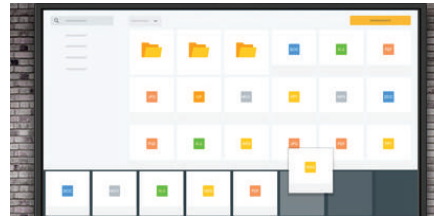
- Interactive whiteboarding and Annotation software
- Support up to 50 users simultaneously
- Intuitive tools- text, equations & shape recognition, multi-touch pen, lecture recording, screen capture, live text and image integration
- Automatically save presentations locally or on cloud

Centralized Device Management



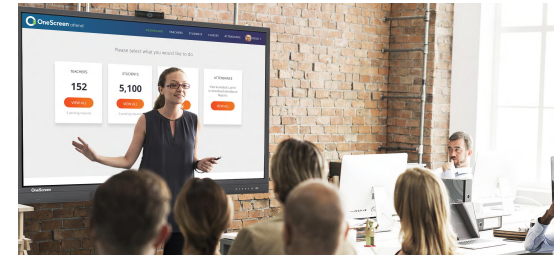
- Centralized virtual command and control system
- Management information about your OneScreens across multiple networks
- Manage software package installation collectively for multiple devices
- Cloud-based centralized control via your local machines including mobile devices

Google Classroom & Educational Resources



- Connect your Google Drive and Microsoft OneDrive
- Build enriched lessons made up of your documents, video & audio files, PDFs, images, YouTube videos and web links
- Students can use their mobiles to connect to your multimedia lessons and follow along as you navigate
- Annotate over documents, pull up a blank whiteboard, poll your class for live feedback
- Students can access assigned lessons in the 'Lesson Library'
- Flipped lessons for students to navigate through lessons prior to class

Attendance Management



- QR based Quick and Easy Attendance Management System
- Manage, share, control and update student attendance securely and efficiently.
- Manage the lecture timings and schedule your classes for the semester quickly and easily.
- Generate reports tailored to your needs for sharing with students and colleagues.

	Functionality	Subscription
1.	Classroom Collaboration	Perpetual License
2.	Annotation & Interactive Whiteboard	Perpetual License
3.	Distance & Blended Learning	Initial 3 Year Subscription included
4.	Centralized Device Management	Initial 3 Year Subscription included
5.	Attendance Management	Initial 3 Year Subscription included
6.	Online Educational Resources	Initial 3 Year Subscription included

Online Training & Support



OneScreen has a team of Screen Skills Gurus who are a group of highly trained and qualified engineers. The Screen Skills Gurus provide an on-demand video based training & support.

Our Screen Skills Gurus are available 12 hours a day Monday to Friday (5 AM PT to 5 PM PT).

You may schedule a free of cost training at any given time for any OneScreen software in your use. You may simply visit our site, www.onescreensolutions.com or call us on our support number and schedule a training.

OneScreen maintains an extensive online repository consisting of YouTubeVideo tutorials and Manuals which are extremely helpful for yourteachers. The videos include, but are not limited to:

- Setup Guides
- Hardware Overview
- Software Overview
- Detailed functions of each Software
- Main tools used in each software

A collection of specification sheets, comparisons, case studies and guides for all OneScreen products are also available on our site, www.onescreensolutions.com under the resources tab.

The following table provides a summary of all service components provided under our training & technical support service.

Service Component	Scope	Availability
Technical Support	Critical Issues Support (Emergency)	24x7
Online Training & Support	Non-Critical Issues, Support & Online Training	12x5
Software Updates	Bug Fixes & routine updates	As per Requirement
Online Portal	Troubleshooting knowledge database	24x7

A hands-on learning experience allows for the staff to avoid facing any confusion. It would result in an undisrupted and smooth interactive learning experience to be given to the students.

Hence training sessions are arranged to ensure all the staff have an opportunity to learn and familiarize themselves with the new interactive solution.

OneScreen solutions offers training sessions in the following categories

- 1) Operator Training (If requested)
- 2) Teacher Training
- 3) Train the Trainer (Must be preceded by option 1 or 2)

Operator Training (If requested):

The training session is intended for common system operators. This session will be structured for Advanced System Configuration and operational Knowledge needed to maintain and manage all Systems. Thus, allowing your organizations' operators to have full working knowledge of the systems operations.

In addition to these training sessions, our OneScreen support team will be available to guide the operator with any issue they might come across. The operator will reach out to the support team and the support team will guide and educate the operator on the system where they might be facing an issue.

Teacher / User Training:

The teacher / user training sessions will be structured to educate the user on the full functionality and utilization of the system. The training will be broken down into blocks, according to the user's availability. Each block will provide a detailed educational session on how to utilize certain features of the system.

The OneScreen certified trainer is going to design a training plan based on how the user plans on utilizing the system to achieve their objective. This training plan will allow the certified trainer to ensure the focus of the training session is on topics of immediate consequence to the user.

A follow up training session may be scheduled to go through topic which the user might not be confident about.

By the end of the training, the user will be capable in using the OneScreen solution to its maximum potential.

Train the Trainer:

The user or operator may schedule this training session once they have completed one of the above categories of training. This session will include the user training one of our OneScreen specialists. Throughout the session, the specialist will ask the user to present each feature and software.

The objective of this session is for the trainer to ensure the user is able to use the system to its maximum potential. Furthermore, this session allows the trainer to revisit topics where the user might not be confident enough.

- A.** Pricing includes a three (3) year advance replacement warranty for all components including Interactive LED Panel with integrated speakers, android processor, wireless keyboard, mounts and cables & accessories. The complete cost of repair, parts and labor, will be covered by the service agreement. The warranty service agreement period shall begin from the installation date and customer sign-off of the system.
- B.** Through our Screen Skills Guru, real-time on-demand technical support & training will be available to all end-users who use the equipment supplied by Clary. These live video training and troubleshooting sessions can be 2 minute short conversations to answer specific questions or an hour long detailed overview of all our HW and SW. Unlimited Screen Skills Guru training sessions will be available to the customer staff during the 3-year warranty period.
- C.** Clary will have the necessary personnel to respond to warranty service calls within the required service level agreements (SLA) for the duration of the warranty service agreement period.
- D.** Clary will accept service calls in any of the following methods:
 - ▶ Video call to our Screen Skills Guru (preferred method)
 - ▶ Phone call to our Tech support hotline
 - ▶ Email to support@onescreensolutions.com
- E.** Clary will respond to service calls for warranty replacements within four (4) working hours. Resolution for service calls shall be within one to two business days or a replacement unit will be shipped to the customer.

- F.** Clary service department will carry inventory and spare parts on hand for quick resolution. This includes Interactive LED Panel and components. All warranty repairs will be done off-site as to not disrupt instruction. Once Interactive LED Panel is repaired it shall be placed back into circulation. Clary will provide documentation to maintain an accurate inventory that tracks the movement of equipment when units are replaced.
- G.** Clary will provide repair and replacement of equipment as necessary up to the warranty expiration date. This provision shall survive the expiration of this agreement.
- H.** Clary will provide experienced & certified personnel to perform the support services.
- I.** Clary personnel working in customer facilities shall be insured by Clary.
- J.** **LEMON CLAUSE:** If a system fails three times within the warranty period, an identical replacement unit shall be provided and loaded with all software by Clary at no cost to the customer. Lemon systems shall never be returned to customer inventory.
- K.** A Service Manager will be available as the single point of contact for the customer. The primary function of the Service Manager will be to ensure all service delivery tasks are met for customer.
- L.** OneScreen Solutions will continue to provide free software updates during the complete life of the interactive flat panel.
- M.** Exclusions: Any product that has been modified will not be covered under warranty. The following type of damages to equipment will not be covered under this SLA.

 - ▶ Damage to equipment due to force majeure (natural disasters, fire & war etc.).
 - ▶ Damage to hardware due to negligence, irrelevant operation or intentional damage.
 - ▶ Damage caused by customer's failure to run the equipment in compliance with the operational manual of the equipment. System damage directly caused by problems in Customer's Infrastructure.

Clary has a rich history of successful deployment of similar large scale projects. Clary was established in 1954 and has provided interactive whiteboards & flat panels, document cameras, student response systems, distance & blended learning solutions, classroom collaboration solutions and pedagogical tools to over 20,000 schools, colleges and universities. We deliver turnkey solutions including installation & managed services, capacity building programs for the teachers, advance replacement warranty and our trademark screen skills guru support.

Since its launch in 2012, we have successfully deployed the OneScreen solution proposed here in thousands of schools worldwide. Below are references for some of the customers for whom we have deployed OneScreen Interactive Flat Panels recently.

Project: PRINCETON UNIVERSITY



Office of Design and Construction
MacMillan Building, Princeton, NJ 08544

Sean Joyner
Deputy Director

Phone: 609-258-8091
Email: sioyner@princeton.edu
Contract Period: 2014- 2018

Project Manager: Sufian Munir

Project Objective:
Deployment of OneScreen Interactive Flat Panels and Video Conferencing System at various campuses of the university.

Project: DONNA INDEPENDENT SCHOOL DISTRICT



116N 10th Street, Donna, TX 78537

David Chavez
Technology Director

Phone: 956-464-1660
Email: dchavez@donnaisd.net
Contract Period: 2017- 2019

Project Manager: Kevin Wong

Project Objective:
Delivery and Installation of OneScreen Interactive Flat Panels and Training the Teachers and Students to enhance classroom collaboration and engagement.

Project: BALTIMORE CITY PUBLIC SCHOOLS

BALTIMORE CITY PUBLIC SCHOOLS

200 East North Avenue, Room 401
Baltimore, MD 21202

Ted King

Senior Buyer, Materials Management

Phone: 410-396-8817

Email: trking@bcps.k12.md.us

Contract Period: 2018- 2022

Project Manager: **Robyn McGregor**

Project Objective:

Delivery and Installation of various sizes of OneScreen Interactive Flat Panels for all schools in the district.

Project: PEPIN ACADEMIES



PEPIN ACADEMIES

9804 Little Rd., New Port Richey,
FL 34654

Michael Laura

Director of Information Technology

Phone: 813-236-1755

Email: mlaura@theacademies.us

Contract Period: 2017- 2018

Project Manager: Kevin Wong

Project Objective:

Delivery and Installation of OneScreen Interactive Whiteboards for the complete New Port Richey Campus over a span of 2 years.

Project: VAUGHN SCHOOLS

Vaughn School

480 Central Avenue, Vaughn,
MT 59487

Jan Cahill

Superintendent Vaughn Schools

Phone: 406-899-1988

Email: jcahill@vaughnschool.com

Contract Period: 2017- 2018

Project Manager: Roy Salman

Project Objective:

Delivery and Installation of various sizes of OneScreen Interactive Flat Panels.



**PRINCETON
UNIVERSITY**

“Many thanks to the OneScreen team for the time you invested with us. I'm happy for the personal service of your company. Your company has come a long way with technology, the new unit is a world of a difference from your previous generation.”

~ **Joe Delucia** | IT Director



“Many thanks to the OneScreen team for the time you invested with us. I'm happy for the personal service of your company. Your company has come a long way with technology, the new unit is a world of a difference from your previous generation. As a technologically challenged individual, I found your training to be easy to follow and relevant to my needs. The customer service I have received from the OneScreen team has been top notch and I am more than satisfied with my service. Thank you!”

~ **Caroll March** | Co-Owner/Program Director



DONNA
INDEPENDENT SCHOOL DISTRICT

OneScreen has been the ultimate eLearning solution that allows students to seamlessly blend classroom and online learning. Teachers can organize, present, or assign assessments, collaborate with students, and record learning at every step of the way.

~ **Emily Anderson** | Director of Science



“We stumbled on OneScreen Canvas and have been thrilled with the unit itself and the technical support we've received. In a university setting the system needs to be ready to go at all times and the technical support team has helped us make that happen.”

~ **Maria Brace** | **Business Manager**



“OneScreen video conference allows us to meet with our clinic for nursing face-to-face. We received great training and help from Chris and Shaun. I would recommend this product to everyone, for its capabilities and the support you will get.”

~ **Adam Herrera** | **Instructional Technologist**



GRACE CLASSICAL ACADEMY

“Kevin was very helpful in the selection process of a OneScreen Canvas for our school. The selection process was easy and customer service was impeccable. It was a pleasure doing business with you.”

~ **Gina Bonecutter** | **Head of School**



Contact Us

Clary Business Machines Co.
8170 Miramar Road, San Diego, CA 92126

sales@claryco.com
(800) 992-5279 (858) 552-0290

Appendix A - Brochures & Data Sheets

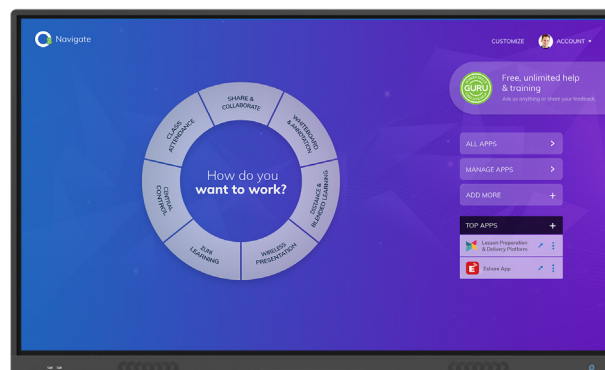


OneScreen Touchscreen 6

Increase the potential of every lesson.

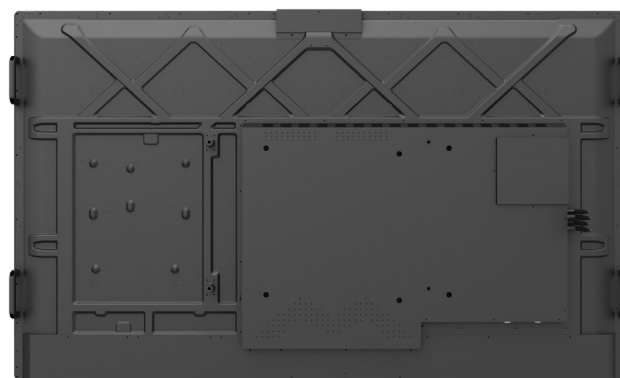
Simple Tools & Apps

- Draw on practically anything
- Stream, screen share, search
- Record, save as PDF and send



Ultra Compatible

- Use your apps & devices or ours
- Supports practically all BYOD devices
- Instantaneous wireless connection



Affordable Innovation

- Plug-and-play, quick install
- Low cost of ownership
- Comes with its own help & training service



Free, unlimited help & training

Presenting, streaming, screen sharing, searching, drawing, lesson planning, white boarding... You name it. All in one smart screen.

Software & Services	
Cloud-based Services*	
Video Conferencing	OneScreen Hype video conferencing with screen sharing, recording, translation/transcription & more
Centralized Control	OneScreen Central is centralized screen control, emergency notification, firmware upgrades & more
Remote Desktop Share	OneScreen Swap for instant, easy remote desktop control & sharing
Lesson Plans & Resources	ZUNI Learning provides all of the best, free, online lessons & resources in one place integrated with Google Class
Class Attendance	OneScreen Attendance if efficient and secure student attendance management
Applications	
Interactive Whiteboard	OneScreen Annotate is interactive whiteboard and annotation software
Screen Share & Stream	EShare software, multi-device screen share & streaming
Annotation	OneScreen Write software, write on any content, same, transfer via QR code or email
Tools Navigation	OneScreen Navigate is for centralized & customizable product navigation from a home screen
Android Applications	Full access to Android Apps including Chrome, YouTube, Office Apps and more
Google Play Store	Full access to Google play store with multi-user login support
Help & Training	
Free Help & Training	Unlimited Screen Skills Guru help & training available in one click on video or by chat, phone or email

*First year of subscriptions to all cloud-based services included

Interactive Display	
Model Sizes	86"
Panel Size	86"
Screen Type	LG
Resolution	4K UHD - 3840(H) x 2160 (V)
Refresh Rate	60 Hz
Pixel Pitch	0.315mm x 0.315mm
Brightness	400 + cd/m ²
Display Colors	1.07Billion colors

**Shipping weight excludes accessories. Accessories shipped separately. *PC and/or camera required
Specifications are subject to change at any time without notice.

Viewing Angle	R/L 178 ° (Min.), U/D 176 ° (Min.)
Android Processor	Version 8.0, Cortex A73*2+A53*2, Mali G51MP2, 64G EMMC5.1, 3GB DDR4
DOLBY Sound & Speakers	2pcs Built-in, Left/Right, 15W x 2, Balance, automatic volume control, surround sound, fiber optic mode, the equalizer
Surface Protection	8 MOHS strength, anti-glare glass
Input & Output	HDMI IN (2.0) x3, HDMI OUT x1, RS232 x1, RJ-45 x2, Touch x2, Multi-Media USB (Rear) x3, Multi-Media USB (Front) x2, WIFI Module (2.4G + 5G Hotspot) x1, VGA In x1, VGA Audio In X1, TF/SD Card x1, Headphone x1, Mic In (3.5mm) x1, DP Input x1
IR Touch	Touch Points 20, Touch Accuracy 2mm, Annotation Over Any Source, Responses Time ≥ 2.5 m/s, Palm Detection, Pen and Touch Differentiation, Pens Included x2, Compatibility (Windows 10/8/7/XP/Linux/Mac/Android 8.0/Chrome)
OPS PC (Optional)	CPU Intel Core i5 / i7, RAM 8G, SSD 256G, USB 6 (4*3.0; 2*2.0), VGA x1, RS232 x1, DP x1, HDMI x1, RJ-45 x1, Audio Output x1, MIC x1, WIFI x1, OS (Windows 10/Linux), Web Camera
Cameras (Optional)	OneScreen Web Camera (1080p Full HD & Ultra-Wide FOV, Built-in Microphone, USB 2.0, WDR) OneScreen PTZ Camera (1080p full HD, USB Interface, 72.5° Wide-angle Lens & 12x Optical Zoom, Remote Control)
Video Process and Transform	3D digital comb filter and 3D noise reduction, dual 3D dynamic video progressive scan etc
Power Supply	AC 100-240V, 60/50 HZ, Power Rate ≤160W, Standby ≤0.5W
Other Features	Support auto turn off, sleep timer and the other features, support HDCP2.2(HDMI), resume function after turn off

Accessories	
Wall Mount	VESA Standard
Remote Controls	Remote Control x1 for display menu, sleep, source
Accessories	HDMI Cable x1, US Power Cable x1, USB Touch Cable x1, Pen x2, Extendable Pen x1, Remote Control x1
Advanced HW Replacement Warranty	Available at time of purchase only
Product Dimensions	77.6" x 42.1" x 4.1"
Product Weight	209 lbs
Shipping Dimensions	86.3" x 58.3" x 14.2"
Shipping Weight*	284 lbs

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OneScreen Annotate

Interactive whiteboard and annotation software

You won't think of brainstorming without it again.



Easy tools you actually use: pens, erasers, text recognition, search engine assignment and more.



Record your work session content in multiple formats, reopen, rework and resave anytime.



Shared whiteboard with up to 50 users from across the globe or in the room.



Personalize your workspace and toolbar and enjoy simple drag-and-drop navigation.

On-demand, free Screen Skills Guru support and training via audio, video, chat, email, or phone.



OneScreen Annotate v1



Work Session Funtionality

Description	Annotate
Multi-party usage	Include up to 50 remote users in a shared whiteboard space
Unlimited content annotation capabilities using intuitive tools	Yes
Personalized workspace and toolbar	Yes
Workspace size	Yes (endless whiteboard space)
Import multimedia files	Yes (drag and drop)
Pre-loaded content	Yes (geography, mathematics, science)
Saving work sessions	Yes (formats include .yar,.htm, .bmp, .jpg, .png, .iwd, .pdf, .ppt)
Saving and recording work sessions	Yes (records audio and annotation simultaneously)
Built-in Google images access	Yes
Text, shape and handwriting recognition	Yes
Programmable search engines	Yes
Annotate desktops screens and documents	Yes
Multi-touch input	Yes

System Requirements

CPU	CPU Core i3 Processor
Free hard drive space	2.5 GB
RAM	1 GB (recommended 2 GB)
Display colors	High Color (16 bit)
Operating System (OS)	Windows (7, 8.1, and 10) and up to Mac 10.11

Specifications are subject to change at any time without notice.

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OneScreen with EShare

OneScreen, EShare and Mobile Devices. Working Together.

**Wireless & easy:
stream, control
or mirror in
the class or
conference
room.**



Stream any media from your screen or computer to OneScreen.

Stream camera and microphone from your phone or tablet to OneScreen.



Control using a phone or tablet, take control of content on OneScreen.

OneScreen can control content streamed to it from your PC.

Use the device as a remote control for OneScreen.



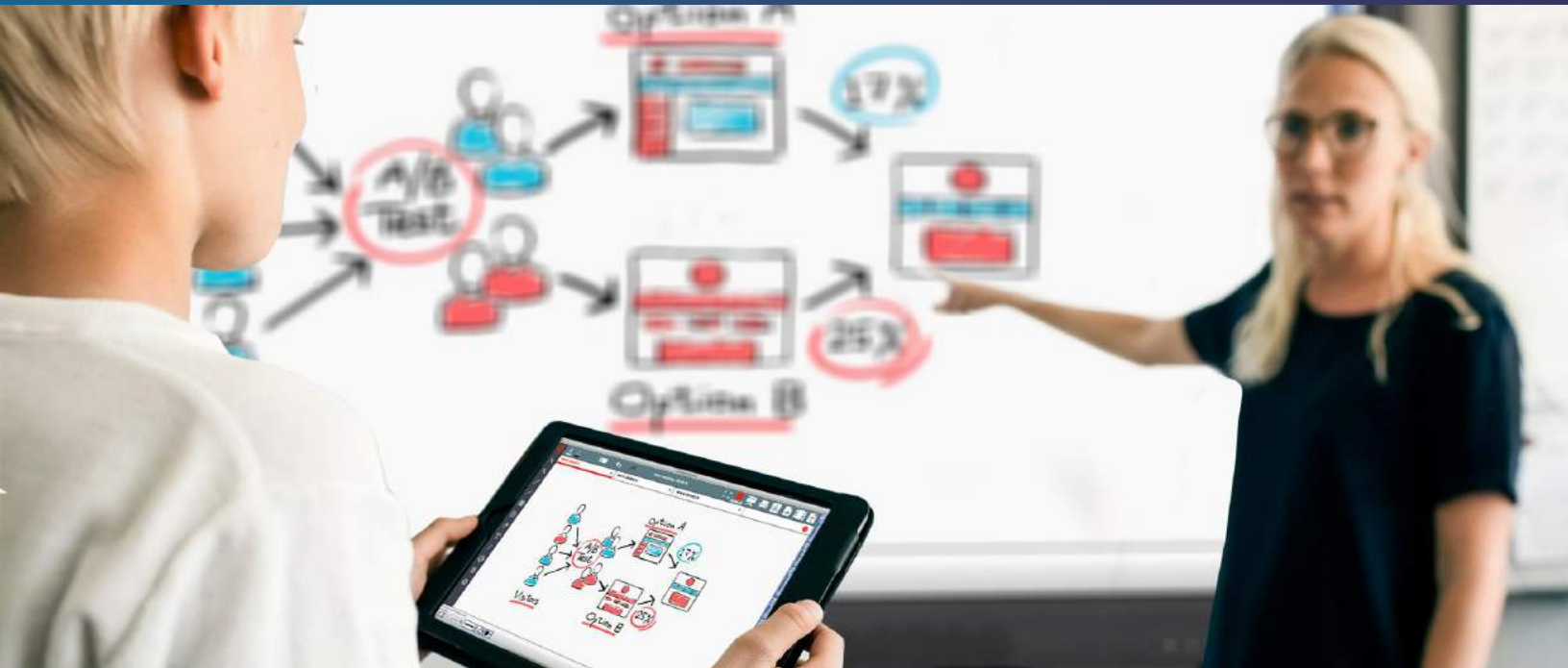
Mirror OneScreen to your phone, tablet or PC and control from the device.

Mirror your PC, phone or tablet.

On-demand, free Screen Skills Guru support and training via audio, video, chat, email, or phone.



OneScreen with EShare



File Formats Supported for Directly Streaming

Music	mp3, wma, aac, ape, flac, wav, 3gp
Photo	jpg, bmp, png, gif
Video	avi, mkv, mp4, mov, flv, mpg, vob, rm, rmvb, 3gp, ts
Documents	doc, docx, dls, dlsx, ppt, pptx, txt, epub, pdf
Pictures	Slideshow Pictures and realtime scaling

OneScreen EShare Interoperability

With Mac	OSX 10.9 or later	Mirror your screen with audio Take control Pass control
With iPhone	iOS 8.0 or later	Mirror your screen with audio and without downloading Take control Stream
With iPad	iOS 8.0 or later	Mirror your screen with audio and without downloading Take control Stream
With Android	Android 2.3 or later	Mirror your screen with audio and without downloading Take control Pass control. Stream
With Windows	Windows 7/8/10	Mirror your screen with audio Take control Pass control
With Chrome	Chrome OS	Mirror your screen with audio Take control Pass control Stream

Specifications are subject to change at any time without notice.

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OneScreen Hype

Browser-based video conferencing from any screen

Instant and secure video conference with anyone by just opening a browser.



Unique features only from Hype include transcription, polling, multi-camera support, and real-time dial out. Available in desktop and on-premise versions.



Interactive tools include digital whiteboard, screen sharing, recording, file exchange, instant messaging.



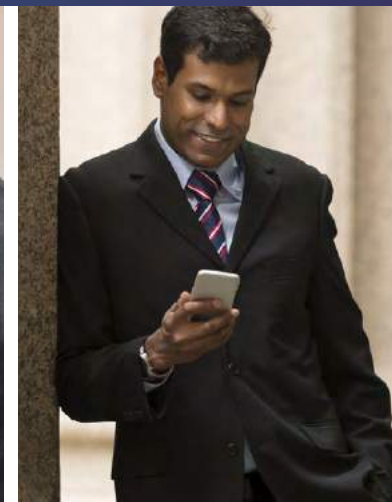
Unlimited and secure multi-party calls with up to 50 participants.



Easy dial out to phone and SIP participants from the meeting room.

On-demand, free Screen Skills Guru support and training via audio, video, chat, email, or phone.





Meeting and Work Session Functionality

Description	Web Browser	iOS	Android	Desktop App
Unlimited multi-party calls	Up to 50 total participants using OneScreen Hype, Google Chrome, SIP & PSTN	Up to 50 total participants using OneScreen Hype, Google Chrome, SIP & PSTN	Up to 50 total participants using OneScreen Hype, Google Chrome, SIP & PSTN	Up to 50 total participants using OneScreen Hype, Google Chrome, SIP & PSTN
Multi-party simultaneous desktop & application sharing	Yes	Only viewing ability	Only viewing ability	Yes
Allow remote control of screen	Ability to take control	Ability to take control	Ability to take control	Ability to pass & take control
Presence-based interface	Yes	Yes	Yes	Yes
Dial out and dial in capability	SIP, PSTN & Hype Contacts	SIP, PSTN & Hype Contacts	SIP, PSTN & Hype Contacts	SIP, PSTN & Hype Contacts
Whiteboard capability	Yes	-	-	Yes
Meeting scheduler	Yes	Yes	Yes	Yes
Cloud-based meeting recorder	Yes	-	-	Yes
Local meeting recorder	-	-	-	Yes
Speech recognition & transcription	Yes	-	-	Yes
Instant messaging	Yes	Yes	Yes	Yes
File exchange	Send & Receive	Receive only	Receive only	Send & Receive
Polling	Yes	Yes	Yes	Yes
Dedicated meeting room	Yes	Yes	Yes	Yes
Group chat	Yes	Yes	Yes	Yes
Screen Skills Guru tech support	Yes	Yes	Yes	Yes
Import phone contacts	-	Yes	Yes	-

Interoperability

Call contacts on other video platforms	Browser, SIP & PSTN	Browser, SIP & PSTN	Browser, SIP & PSTN	Browser, SIP & PSTN
Supported platforms	Google Chrome (on Windows, Chromebook, Mac, Linux)	iOS 8 & above	Android 4.2 & above	Windows 7 and above, Mac 10.10 and above
Single sign on (Active directory supported in on-premise version)	Microsoft Azure & Facebook	Microsoft Azure & Facebook	Microsoft Azure & Facebook	Facebook

Video

Maximum video transmit resolution	1080p	640p	640p	1080p
Maximum frame rate	30 fps	30 fps	30 fps	30 fps
Simultaneously transmit video from multiple cameras	Yes	-	-	Yes
Supported video codecs	VP8, H264	VP8, H264	VP8, H264	VP8, H264

Audio

Strong built-in echo cancellation	32kbps - 80kbps	32kbps - 80kbps	32kbps - 80kbps	32kbps - 80kbps
Supported platforms	OPUS, G711	OPUS, G711	OPUS, G711	OPUS, G711

Security and Encryption

Encryption	AES 128 & AES 256 bit	AES 128 & AES 256 bit	AES 128 & AES 256 bit	AES 128 & AES 256 bit
Secure web protocol	SSL/TLS and DTLS/SRTP	SSL/TLS and DTLS/SRTP	SSL/TLS and DTLS/SRTP	SSL/TLS and DTLS/SRTP
Meeting security	Expel participants, password protection	Expel participants, password protection	Expel participants, password protection	Expel participants, password protection
Compatibility with on-premise server	Yes	Yes	Yes	Yes

Specifications are subject to change at any time without notice.

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OneScreen Swap

Instant remote screen access and control.

**The moment
you need
it, share,
mirror or give
control of
your screen.**



Browser-based so any device will work, everyone sees, shares and works together.



Secure links are sent so there is no download required. On-premise version available.



Agnostic for share & control access regardless of user's platform or device.



Team screens can be set up permanently or start an ad hoc screen anytime.

On-demand, free Screen Skills Guru support and training via audio, video, chat, email, or phone.



OneScreen Swap v2



Screen Share and Control Functionality

Description	Swap
Share your screen	Up to 50 total remote users simultaneously via any web browser
Give control of your mouse and keyboard to one or more user	Yes, Requires Windows based download
Multi-monitor control	Simultaneous control of multiple computers
Annotation	Yes
Remote access	Yes
Presence indicator for each user	Yes
Maximum video transmit quality	1080p resolution
Maximum frame rate	30fps
Screen Skills Guru support and service	Yes

Subscription Management

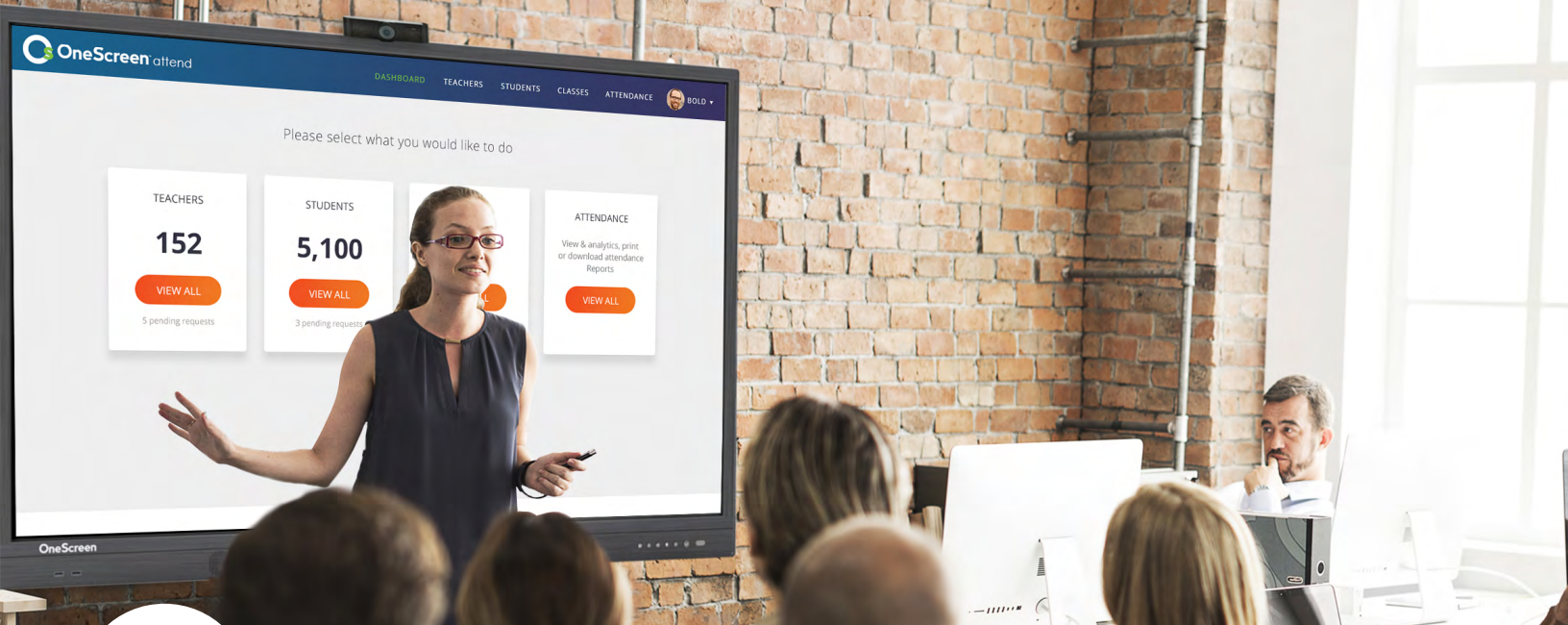
	Administrator License	User License
Full administrator functionality	Yes	–
Flexible user sign-in	License linked to email not device	License linked to email not device
Unlimited session duration	Add & remove user, create, delete, and give control of communities	Accept control of communities
Create permanent team screens	Yes	Yes
User & community management	Yes	Yes
Monthly subscription	Yes	Yes

Supported Platforms & Compatibility

Description	Swap
Supported operating systems	Windows 7 and above for publishing, Also view & control using Windows OS, Mac, Linux, Chrome OS, Android & iOS for controlling & viewing
Supported browsers	Google Chrome (49+), Google Chrome for Android (57+), Fire Fox (51+), Internet Explorer (11+), Android (4.4+), iOS (9.3+), Safari (10+), Microsoft Edge (14+), Opera (43+) and Opera Mini (all)

Specifications are subject to change at any time without notice.

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OneScreen Attendance

Quick and Easy Attendance Management

Manage, share, control and update student attendance securely and efficiently.

- Manage your faculty and student information via cloud-based access.
- Let students mark their attendance in real-time using their handheld devices.
- Add, remove, update a teacher, student or other administration staff.
- Manage the lecture timings and schedule your classes for the semester quickly and easily.
- Generate reports tailored to your needs for sharing with students and colleagues.

On-demand, free Screen Skills Guru support and training via audio, video, chat, email, or phone.



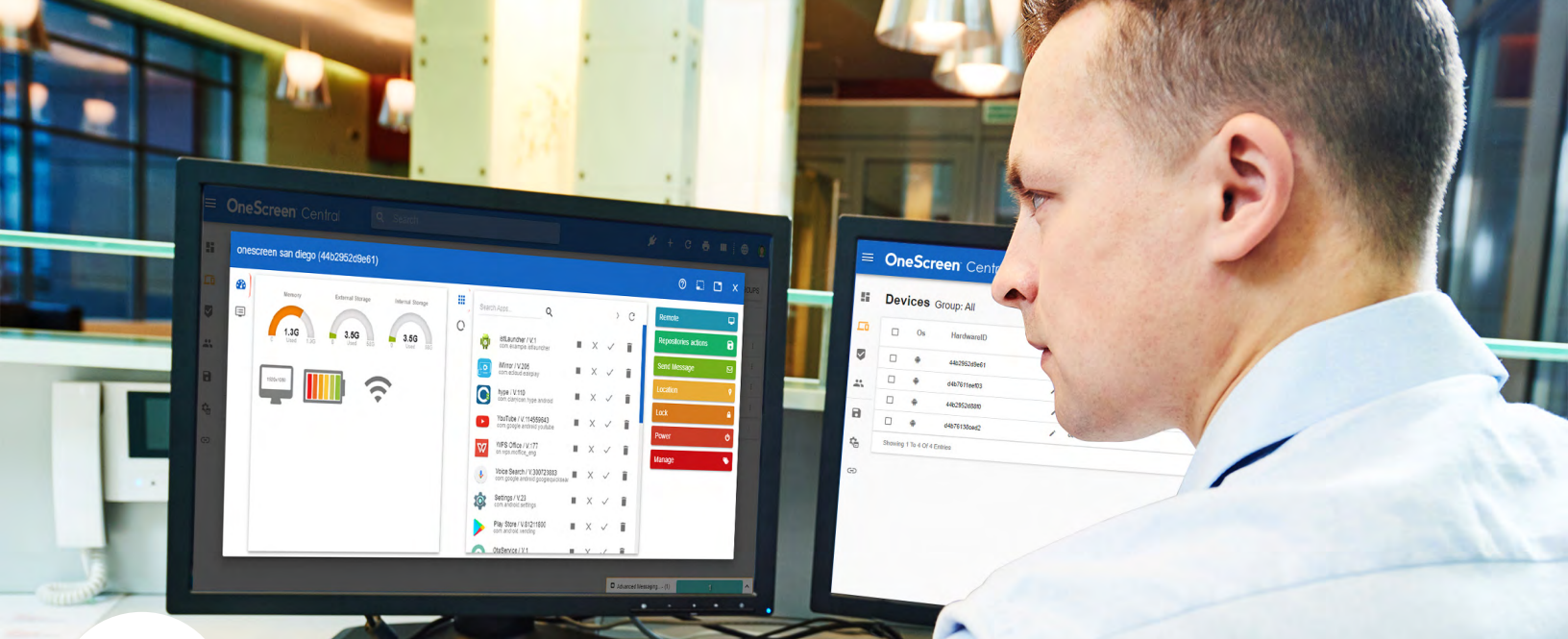
OneScreen Attendance



 <p>Easy Attendance Management</p>	 <p>Information security guaranteed</p>	 <p>Unlimited, free support & training</p>
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Key Features

Secure Attendance Logging	Allow students to mark their attendance by scanning the unique QR code provided for a limited time using their handheld devices
Generate Reports	Generate reports tailored for the needs of particular roles including individual student, class, teacher, school board and more. Reports available on CSV, PDF and Excel formats
Classroom Management	Admins can manage the teacher and classes allocation throughout the institute and provide control to the teacher. Teachers and students can manage their classes across multiple institutes
Control User Access	Unique role-based account assignment for each user providing different levels of access to the required data – Super Admin, Admin, Teacher, Student
Add Bulk Data	Bulk import user data including students, teachers and classrooms information also available
Browser-based Access	OneScreen Attend is a cloud-based information tool and no download or installation is required for its functionality



OneScreen Central

**Centralized
virtual
command
and control
system
for your IT
team**

Device Management and Administration

- Management information about your OneScreens across multiple networks
- Schedule device maintenance management tasks – power management, monitor web activity, firmware/software upgrades, usage reports, etc.
- Group different set of devices and restrict management based on the usage criteria
- Provide software technical support via your web console
- Anti-theft module helps you protect your data and track your device geographically

Software and Application Management

- Allow application installation based on set criteria – blacklist unwanted apps and websites
- Manage software package installation collectively for multiple devices
- Restrict to role-based application access and manage user privileges on different machines

Supporting Devices and Platforms

- Cloud-based centralized control via your local machines including mobile devices
- Control system for Windows, Apple, Chrome and Android device
- Mobile application for management available from Google Play store and Apple Store



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: 735916

Doc Description: Smart Boards for Mountaineer Challenge Academy 20MCAS-49

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-05	2020-06-18 13:30:00	CRFQ 0603 ADJ2000000034	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:
 Sufian Munir Inc. dba Clary Business Machines

 8170 Miramar Road
 San Diego, CA 92126

 Phone: (800) 992-5279

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature X

FEIN # 20-1906108

DATE 06/16/2020

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 WEST VIRGINIA ADJUTANT GENERAL'S OFFICE TO AWARD A ONE TIME PURCHASE CONTRACT FOR SMART BOARDS FOR USE AT MOUNTAINEER CHALLENGE ACADEMY IN MONTGOMERY, WV, PER THE ATTACHED SPECIFICATIONS.

INVOICE TO		SHIP TO	
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		MOUNTAINEER CHALLENGE PROGRAM - SOUTH ADJUTANT GENERALS OFFICE 305 FAYETTE PIKE	
CHARLESTON	WV25311-1085	MONTGOMERY	WV 25136
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Smart Boards MX086, MX026 or equal and misc.hardware/freight	1.00000	LS	\$ 17,370.00	\$ 17,370.00

Comm Code	Manufacturer	Specification	Model #
43222612	OneScreen Solutions	86" Interactive Flat Panel, LED Backlit, windows compatible, 3 Year Warranty (Detailed Specs attached)	T6-86

Extended Description :

Smart Boards for Mountaineer Challenge Academy 20MCAS-49

See pricing page, Exhibit A.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12:00 pm	2020-06-09

ADJ2000000034	Document Phase Draft	Document Description Smart Boards for Mountaineer Challenge Academy 20MCAS-49	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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: June 9, 2020 by 3:00 pm

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: John.W.Estep@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:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Revised 01/09/2020

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

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A 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: June 18, 2020 at 1:30 pm

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 must 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. 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.

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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ 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.

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:

N/A _____ for N/A _____

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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.

Revised 01/09/2020

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-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.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Zarrar Khan, Sales Engineer
(Name, Title)
Zarrar Khan, Sales Engineer
(Printed Name and Title)
8170 Miramar Road, San Diego, CA 92126
(Address)
P: (858) 429-9995 / F: (858) 552-8609
(Phone Number) / (Fax Number)
zarrar@clarybusinessmachines.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.

Sufian Munir Inc. dba Clary Business Machines
(Company)

 Sufian Munir, CEO
(Authorized Signature) (Representative Name, Title)

Sufian Munir, CEO
(Printed Name and Title of Authorized Representative)

06/16/2020
(Date)

P: (800) 992-5279 / F: (858) 552-8609
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Adjutant General's Office to establish a contract for the one time purchase of (7) Smart Boards, misc. other equipment, shipping, & set up. This purchase is for the Mountaineer Challenge Academy South located at 314 Fayette Pike, Montgomery, WV 25136.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item"** means (7) Smart Boards, other equipment, shipping, & set up as more fully described by these specifications.

 - 2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Contract Item #1 – Six (6) Smart Boards MX086 (or equal)**
 - 3.1.1.1** Must have interactive display with IQ & SMART Learning Suite.
 - 3.1.1.2** Active image area should be 74 5/8" X 42" or equal.
 - 3.1.1.3** Display must be LED backlit LCD (A grade).
 - 3.1.1.4** Resolution must be 4K UHD (3840 X 2160) at 60 Hz or equal.
 - 3.1.1.5** Must be Windows compatible.
 - 3.1.1.6** Must have both wired & wireless connectivity.
 - 3.1.1.7** Must include 3 year warranty.

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

3.1.2 Contract Item #2 – One (1) Smart Board MX026 (or equal)

- 3.1.2.1 Must have interactive display with IQ & SMART Learning Suite.
- 3.1.2.2 Active image area should be 56 ¼” X 31 5/8” or equal.
- 3.1.2.3 Display must be LED backlit (A grade).
- 3.1.2.4 Must be Windows compatible.
- 3.1.2.5 Must have both wired & wireless connectivity.
- 3.1.2.6 Must include 3 year warranty.

3.1.3 Contract Item #3 – Misc. hardware to hang displays on wall

- 3.1.3.1 Must have freight from manufacturer with a lift gate.
- 3.1.3.2 Must include all hardware to hang Smart Boards on wall.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a unit cost for each of the items. Then the unit price should be multiplied by the quantity to get the extended cost. The extended costs for each item listed on the Exhibit A (Pricing Page) should be added together to get the overall total cost. Exhibit A should be attached with the bid, if bidding electronically through wvOASIS, VSS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4.3 Vendor should provide with their bid a copy of any and all Software/Hardware 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 a Purchase Order is issued.**

4.4 If the vendor is bidding alternate parts, they should be entered into Exhibit A under the Alternate part number column. Vendor should provide any product brochures with their submitted bid response. Product brochures may be required before award of the contract.

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 314 Fayette Pike, Montgomery, WV 25136.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

7 VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

Item No.	Product Number	Description	Alternate Part # and Description of or equal Products	Unit of Measure	QTY	Unit Cost	Extended Cost
SMART BOARDS FOR MCA SOUTH							
3.1.1	MX086 or equal	Smart Boards		ea	6		
3.1.2	MX026 or equal	Smart Boards		ea	1		
3.1.3	N/A	Misc. hardware, freight		ea	1		
						Total Overall Cost	

Vendor Name: _____

Address: _____

Telephone: _____

Authorized Signature: _____

Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sufian Munir Inc. dba Clary Business Machines

Authorized Signature:  Date: 3/19/2020

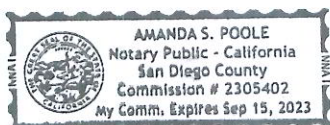
State of California

County of San Diego, to-wit:

Taken, subscribed, and sworn to before me this 19 day of March, 2020

My Commission expires Sep 15, 2023, 2023

AFFIX SEAL HERE



NOTARY PUBLIC

ASP



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: 735916

Doc Description: ADDENDUM NO.1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-10	2020-06-18 13:30:00	CRFQ 0603 ADJ2000000034	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:

Sufian Munir Inc. dba Clary Business Machines
 8170 Miramar Road
 San Diego, CA 92126
 Phone: (800) 992-5279

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature X

FEIN # 20-1906108

DATE 06/16/2020

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

ADDITIONAL INFORMATION:

ADDENDUM NO.1 issued to publish and distribute the attached information to the Vendor community

INVOICE TO		SHIP TO	
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		MOUNTAINEER CHALLENGE PROGRAM - SOUTH ADJUTANT GENERALS OFFICE 305 FAYETTE PIKE	
CHARLESTON	WV25311-1085	MONTGOMERY	WV 25136
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Smart Boards MX086 or equal and misc.hardware/freight	1.00000	LS	\$ 17,370.00	\$ 17,370.00

Comm Code	Manufacturer	Specification	Model #
43222612	OneScreen Solutions	86" Interactive Flat Panel, LED Backlit, windows compatible, 3 Year Warranty (Detailed Specs attached)	T6-86

Extended Description :

Smart Boards for Mountaineer Challenge Academy 20MCAS-49

See pricing page, Exhibit A.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12:00 pm	2020-06-09

SOLICITATION NUMBER: CRFQ ADJ2000000034
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2000000034 ("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-

Additional Documentation:

1. Vendor questions and responses
2. Bid Opening remains June 18,2020 at 1:30 pm

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.

CRFQ ADJ2000000034

ADDENDUM NO. 1

Questions:

Q1: CRFQ ADJ20_34 states in the Purpose and Scope section states "(7) Smart Boards, misc. other equipment, shipping, & set up. However, in sections 3.1.1 – 3.1.3 of the Specifications document, no mention of set up or installation is mentioned. Is installation and set up being requested and, if so, what requirements do you have for that service?

A1: No Installation or set-up is needed, New Specifications attached

Q2: I wanted to relay to you that I reached out to smart for a quote to send you, and on the second line item Smart replied with the following information:
SMART does not offer an MX026. SMART only offers 65, 75 and 86 inch units and the last 2 digits are the size of the unit. (SMART does not offer a 26 inch based on that SKU).

A2: Item 3.1.2 (MX026) will be removed from the specifications and the Exhibit "A" Pricing Page. New Revised pricing page is attached.

Other Information:

1. The bid opening remains on 06/18/2020 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO ADJ200000034

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Sufian Munir Inc. dba Clary Business Machines

Company



Authorized Signature

06/16/2020

Date

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

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Adjutant General's Office to establish a contract for the one time purchase of (6) Smart Boards, misc. other equipment, & shipping. This purchase is for the Mountaineer Challenge Academy South located at 314 Fayette Pike, Montgomery, WV 25136.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item"** means (6) Smart Boards, other equipment, & shipping as more fully described by these specifications.
 - 2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Contract Item #1 – Six (6) Smart Boards MX086 (or equal)**
 - 3.1.1.1** Must have interactive display with IQ & SMART Learning Suite.
 - 3.1.1.2** Active image area should be 74 5/8" X 42" or equal.
 - 3.1.1.3** Display must be LED backlit LCD (A grade).
 - 3.1.1.4** Resolution must be 4K UHD (3840 X 2160) at 60 Hz or equal.
 - 3.1.1.5** Must be Windows compatible.
 - 3.1.1.6** Must have both wired & wireless connectivity.
 - 3.1.1.7** Must include 3 year warranty.
 - 3.1.2 Contract Item #2 – Misc. hardware to hang displays on wall**
 - 3.1.2.1** Must have freight from manufacturer with a lift gate.
 - 3.1.2.2** Must include all hardware to hang Smart Boards on wall.

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a unit cost for each of the items. Then the unit price should be multiplied by the quantity to get the extended cost. The extended costs for each item listed on the Exhibit A (Pricing Page) should be added together to get the overall total cost. Exhibit A should be attached with the bid, if bidding electronically through wvOASIS, VSS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4.3 Vendor should provide with their bid a copy of any and all Software/Hardware 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 a Purchase Order is issued.**

4.4 If the vendor is bidding alternate parts, they should be entered into Exhibit A under the Alternate part number column. Vendor should provide any product brochures with their submitted bid response. Product brochures may be required before award of the contract.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 314 Fayette Pike, Montgomery, WV 25136.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

REQUEST FOR QUOTATION
CRFQ ADJ20*34 - Smart Boards for Mountaineer Challenge Academy - South

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

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

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

CRFQ ADJ2000000034 REVISED Exhibit A Pricing Page

Item No.	Product Number	Description	Alternate Part # and Description of or equal Products	Unit of Measure	QTY	Unit Cost	Extended Cost
SMART BOARDS FOR MCA SOUTH							
3.1.1	MX086 or equal	Smart Boards	86" Interactive Flat Panel, LED Backlit, windows compatible, 3 Year Warranty (Detailed Specs attached)	ea	6	\$ 2,895.00	\$ 17,370.00
3.1.2	N/A	Misc. hardware, freight		ea	1	\$ 0.00	\$ 0.00
						Total Overall Cost	\$ 17,370.00

Vendor Name: Sufian Munir Inc. dba Clary Business Machines

Address: 8170 Miramar Road, San Diego, CA 92126

Telephone: (800) 992-5279

Authorized Signature: _____

Date: 06/16/2020





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: 735916

Doc Description: ADDENDUM NO.1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-10	2020-06-18 13:30:00	CRFQ 0603 ADJ2000000034	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:
 Sufian Munir Inc. dba Clary Business Machines
 8170 Miramar Road
 San Diego, CA 92126
 Phone: (800) 992-5279

FOR INFORMATION CONTACT THE BUYER

John W Estep
 (304) 558-7839
 john.w.estep@wv.gov

Signature X  FEIN # 20-1906108 DATE 06/16/2020

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

ADDITIONAL INFORMATION:

ADDENDUM NO.1 issued to publish and distribute the attached information to the Vendor community

INVOICE TO		SHIP TO	
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR		MOUNTAINEER CHALLENGE PROGRAM - SOUTH ADJUTANT GENERALS OFFICE 305 FAYETTE PIKE	
CHARLESTON	WV25311-1085	MONTGOMERY	WV 25136
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Smart Boards MX086 or equal and misc.hardware/freight	1.00000	LS	\$ 17,370.00	\$ 17,370.00

Comm Code	Manufacturer	Specification	Model #
43222612	OneScreen Solutions	86" Interactive Flat Panel, LED Backlit, windows compatible, 3 Year Warranty (Detailed Specs attached)	T6-86

Extended Description :

Smart Boards for Mountaineer Challenge Academy 20MCAS-49

See pricing page, Exhibit A.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12:00 pm	2020-06-09

ADJ2000000034	Document Phase Final	Document Description ADDENDUM NO.1	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions