



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 5

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 [Contact](#) |
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 [Clarification Request](#)

Procurement Folder: 1493269

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0947

Vendor ID:

SO Doc ID: ERP2500000001

Legal Name: vCloud Tech Inc

Published Date: 9/12/24

Alias/DBA:

Close Date: 9/19/24

Total Bid: \$504,361.60

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Responded By User ID:

Total of Header Attachments: 5

Total of All Attachments: 5

First Name:

Last Name:

Email:

Phone:



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

State of West Virginia
Solicitation Response

Proc Folder: 1493269
Solicitation Description: VMware Production Support Coverage
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2024-09-19 13:30	SR 0947 ESR09172400000002026	1

VENDOR

VS0000005742
vCloud Tech Inc

Solicitation Number: CRFQ 0947 ERP2500000001
Total Bid: 504361.5999999999767169356346 **Response Date:** 2024-09-17 **Response Time:** 14:25:06
Comments:

FOR INFORMATION CONTACT THE BUYER
Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

Vendor
Signature X

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	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	228.00000	EA	121.620000	27729.36

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2024 - 11/13/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA	360.370000	36037.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 09/27/2024 - 11/13/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	512.00000	EA	121.620000	62269.44

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 09/27/2024 - 11/13/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA	121.690000	90050.60

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2025 - 11/13/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA	360.580000	36058.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2025 - 11/13/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA	121.690000	90050.60

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2026 - 11/13/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA	360.580000	36058.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2026 - 11/13/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA	121.690000	90050.60

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2027 - 11/13/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA	360.580000	36058.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments:

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2027 - 11/13/2028



(833) 482-5683



Sales@vcloudtech.com



609 Deep Valley Drive Suite 200,
Rolling Hills Estates, CA 90274



TO: Larry McDonnell
WV Office of Technology
2019 Washington St E
Charleston, WV 25311 USA
Email: larry.d.mcdonnell@wv.gov
Phone: (304) 558-2063

From: vCloud Tech Inc.
Harry King
609 Deep Valley Drive Suite 200
Rolling Hills Estates, CA 90274
Email: hking@vcloudtech.com
Phone: (833) 482-5683 Ext 701

Terms FTIN: 46-3104792
Payment Terms: Net 30
Cage Code: 77T86
DUNS No: 079508688
Contract Name: Open Market
Contract No: OM
Credit Cards: VISA/MASTER
Credit Card Fees May Apply
Sales Tax May Apply

Quote No: H19175-0
Quote Date: 9/17/2024
Quote Expiry 11/12/2024
RFQ: N/A
Shipping:
Total Price: \$ 126,035.80

Year 1

Line No.	Part No.	Description	Qty	Unit	Extended
1	VCF-VSP-FND-8	VMware vSphere Foundation 8 (Purchase limitations - call Carahsoft for details.) VMware, LLC - VCF-VSP-FND-8 Start Date: 09/27/2024 End Date: 09/26/2025	740	\$ 121.62	\$ 89,998.80
2	VCF-VLR-PVM	VMware Live Recovery Protected VM VMware, LLC - VCF-VLR-PVM Start Date: 09/27/2024 End Date: 09/26/2025	100	\$ 360.37	\$ 36,037.00
Year 1 Subtotal					\$ 126,035.80
Sales Tax					\$ -
Total					\$ 126,035.80

Year 2

Line No.	Part No.	Description	Qty	Unit	Extended
1	VCF-VSP-FND-8	VMware vSphere Foundation 8 (Purchase limitations - call Carahsoft for details.) VMware, LLC - VCF-VSP-FND-8 Start Date: 09/27/2025 End Date: 09/26/2026	740	\$ 121.69	\$ 90,050.60
2	VCF-VLR-PVM	VMware Live Recovery Protected VM VMware, LLC - VCF-VLR-PVM Start Date: 09/27/2025 End Date: 09/26/2026	100	\$ 360.58	\$ 36,058.00
Year 2 Subtotal					\$ 126,108.60
Sales Tax					\$ -
Total					\$ 126,108.60

Year 3

Line No.	Part No.	Description	Qty	Unit	Extended
1	VCF-VSP-FND-8	VMware vSphere Foundation 8 (Purchase limitations - call Carahsoft for details.) VMware, LLC - VCF-VSP-FND-8 Start Date: 09/27/2026 End Date: 09/26/2027	740	\$ 121.69	\$ 90,050.60
2	VCF-VLR-PVM	VMware Live Recovery Protected VM VMware, LLC - VCF-VLR-PVM Start Date: 09/27/2026 End Date: 09/26/2027	100	\$ 360.58	\$ 36,058.00
Year 3 Subtotal					\$ 126,108.60
Sales Tax					\$ -
Total					\$ 126,108.60

Year 4						
Line No.	Part No.	Description	Qty	Unit	Extended	
1	VCF-VSP-FND-8	VMware vSphere Foundation 8 (Purchase limitations - call Carahsoft for details.) VMware, LLC - VCF-VSP-FND-8 Start Date: 09/27/2027 End Date: 11/14/2028	740	\$	121.69	\$ 90,050.60
2	VCF-VLR-PVM	VMware Live Recovery Protected VM VMware, LLC - VCF-VLR-PVM Start Date: 09/27/2027 End Date: 11/14/2028	100	\$	360.58	\$ 36,058.00
				Year 4 Subtotal		\$ 126,108.60
				Sales Tax		\$ -
				Total Price		\$ 504,361.60

PAYMENT SCHEDULE:

PAYMENT 1-\$126,035.80 Due Net 30
PAYMENT 2- \$126,108.60 - DUE November 14 2025
PAYMENT 3-\$126,108.60- DUE November 14 2026
Payment 4- \$126,108.60- DUE November 14 2027

***Payment Terms must be reflected on reseller PO along with a copy of customers redacted PO acknowledging payment terms.

Please be aware of all terms listed in quote. By referencing the vendor Quote No. on your order, Partner confirms that the End User has received and agreed to all the terms and conditions herein.
This order is governed by the General Terms set out at www.broadcom.com/company/legal/licensing.

All amounts are exclusive of taxes which will be payable in addition to the fees listed.
Broadcom requires the address on the PO to match the address on the End User's existing Site ID. If End User requires address change, may result in system access issues for End User licenses.
If multi-year quote, all payment amounts are defined within the schedule above

PAYMENT

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, relieve Broadcom of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-year Quotes)

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet Broadcom's minimum threshold requirements.

PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: [https:// www.broadcom.com/company/legal/privacy](https://www.broadcom.com/company/legal/privacy). End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.

"Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

PARTNER AFFIRMATION

Partner affirms:

- i. it has a written agreement with the End User for the sale of the Broadcom or Offering(s) identified herein; such that the End User is contractually bound and agrees in writing that End User's use of the Broadcom Offering(s) shall be subject to the End User Terms (defined below);
- ii. The End User has agreed to pay the Partner an agreed upon fee for the Broadcom Offering(s);
- iii. Partner shall ensure information relating to license type, Authorized Use Limitations and other Broadcom Offering related information set forth herein is provided to the End User; and
- iv. In furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, and to the extent required by law, you understand that Broadcom will not accept and Partner agrees not to submit orders from (a) military End Users of China, Russia or Venezuela for products with ECCN starting with 5D992, or (b) Broadcom, the Partners, or End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold to such End Users. Partner represents and warrants that: (a) Partner and End Users, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list; and

MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:

Partner shall flow down the following additional terms to the End User (the "Additional Terms"). For any Order for a Symantec/VMware offering for an End User utilizing a fully executed agreement by and between such End User and Symantec/VMware: Broadcom is the successor in interest to Symantec/VMware. For any Order for a Broadcom offering for an End User utilizing a fully executed agreement by and between Broadcom and such End User: Any prior Broadcom party to Your fully

executed Broadcom agreement shall be replaced, if not already the contracting party with the following entity: (a) North America - CA, Inc.; (b) Latin America excluding Brazil - CA, Inc; (c) Brazil - CA Programas de Computador, Part e Serv Ltda; and (d) Europe, Middle East and Africa, and Asia Pacific and Japan - VMWare International Unlimited Company.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business Partner etc.) it may have in describing its relationship to End User.

ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction.

Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

T&C May Apply



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1493269			Reason for Modification:
Doc Description: VMware Production Support Coverage			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-09-09	2024-09-19 13:30	CRFQ 0947 ERP2500000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : vCloud Tech Inc.

Address : 609 Deep Valley Drive Suite 200

Street :

City : Rolling Hills Estates

State : CA **Country :** USA **Zip :** 90274

Principal Contact :

Vendor Contact Phone: 833-482-5683 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
304-558-2063
larry.d.mcdonnell@wv.gov

Vendor
Signature X *Muhammad Khan* **FEIN#** 46-3104792 **DATE** 9/17/2024

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

ADDITIONAL INFORMATION
The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Enterprise Resource Planning Board, to establish a contract for VMware Production Support, or equal, per the attached documentation.

Technical questions must be submitted to Tara Lyle, Buyer Supervisor by email at Tara.L.Lyle@wv.gov by Wednesday, September 11, 2024 by 4:00 pm.

INVOICE TO	SHIP TO
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	228.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO	SHIP TO
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	512.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
 VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
 Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
 VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
 Service Dates: 11/14/2025 - 11/13/2026

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2025 - 11/13/2026

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2026 - 11/13/2027

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
 Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
 Service Dates: 11/14/2026 - 11/13/2027

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
 VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
 Service Dates: 11/14/2027 - 11/13/2028

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
 Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
 Service Dates: 11/14/2027 - 11/13/2028

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 4:00 pm	2024-09-11

	Document Phase	Document Description	Page 7
ERP2500000001	Final	VMware Production Support Coverage	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1493269			Reason for Modification:
Doc Description: VMware Production Support Coverage			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-09-09	2024-09-19 13:30	CRFQ 0947 ERP2500000001	1

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR		
Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER Larry D McDonnell 304-558-2063 larry.d.mcdonnell@wv.gov		
Vendor Signature X	FEIN#	DATE

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Enterprise Resource Planning Board, to establish a contract for VMware Production Support, or equal, per the attached documentation.

Technical questions must be submitted to Tara Lyle, Buyer Supervisor by email at Tara.L.Lyle@wv.gov by Wednesday, September 11, 2024 by 4:00 pm.

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	228.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.

Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.

Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	512.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2025 - 11/13/2026

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2025 - 11/13/2026

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2026 - 11/13/2027

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2026 - 11/13/2027

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2027 - 11/13/2028

INVOICE TO		SHIP TO	
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US		ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
 Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
 Service Dates: 11/14/2027 - 11/13/2028

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 4:00 pm	2024-09-11

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: September 11, 2024 by 4:00 pm

Submit Questions to: Tara Lyle, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Tara.L.Lyle@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

Bid Opening Date and Time: September 19, 2024 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: 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: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____ upon award _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 three (3) 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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.

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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 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 cancellation, 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 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: \$1,000,000 per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Muhammad Khan / CEO

(Address) 609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA 90274

(Phone Number) / (Fax Number) 833-482-5683 / 323-978-6928

(email address) vcloud@vcloudtech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

vCloud Tech Inc.

(Company)

Muhammad Khan

(Signature of Authorized Representative)

Muhammad Khan / CEO

9/17/2024

(Printed Name and Title of Authorized Representative) (Date)

833-482-5683 / 323-978-6928

(Phone Number) (Fax Number)

vcloud@vcloudtech.com

(Email Address)

REQUEST FOR QUOTATION
CRFQ ERP25*01 - VMware Production Support Coverage

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Enterprise Resource Planning Board (WV ERPB) to establish a contract for VMware Production Support, or Equal, as per the attached specifications.
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 the complete monitor with all components 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 WV ERPB.
 - 2.4 **“VM”** means Virtual Machine, which is an emulation of a computer system.

3. GENERAL REQUIREMENTS:

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

Contract Term for these support items will be from 09/27/2024 – 11/13/2025. Please note the co-term dates below for each item.

VMware Production Support Coverage must be provided to suit enterprise-class environments requiring continuous operation. This level of support must provide 24/7 support with a target response time of 30 minutes or less. Client must receive product updates/upgrades automatically with access to remote support and discussion forums. The number of support requests must be unlimited during the term.

Vendor must be an authorized reseller of VMware licenses/support.

- 3.1.1 **Two-Hundred-Twenty-Eight (228) - VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal. Service Dates: 11/14/2024 – 11/13/2025.**

- 3.1.1.1 Must be compatible with existing VMware products on existing servers.

REQUEST FOR QUOTATION
CRFQ ERP25*01 - VMware Production Support Coverage

3.1.2 One-Hundred (100) – Live Recovery Protected VM, (VCF-VLR-PVM), or equal. Service Dates: 09/27/2024 – 11/13/2025

3.1.2.1 Must be compatible with existing VMware products on existing servers.

3.1.3 Five-Hundred-Twelve (512) – VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal. Service Dates: 09/27/2024 – 11/13/2025

3.1.3.1 Must be compatible with existing VMware products on existing servers.

3.1.4 If any vendor chooses to submit an alternative (“or equal”) item, they must provide documentation upon request of the product and confirm compatibility with the current environment.

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/wvOASIS commodity lines.

4.2 Pricing Page: If vendors are submitting an electronic bid via the Vendor Self Service portal (VSS), a unit price should be entered for each commodity line. Please double-check your entries to ensure proper unit prices and total prices are correct. If vendors are submitting a paper bid, the unit price for each item should be written in the unit price column. Next, the vendors should multiply the unit price by the quantity and put the calculated price in the Total Price column. Finally, the vendor should add all of the commodity line totals (Total Price) together to get the overall total cost. The total overall total may be written after the last commodity line. 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 wvOASIS commodity lines to prevent errors in the evaluation.

These licenses will need to be provided for the period from 09/27/2024 through 11/13/2025, with optional annual renewals extending through 11/13/2028. Please provide pricing for all annual periods requested, beyond the initial co-term request.

REQUEST FOR QUOTATION
CRFQ ERP25*01 - VMware Production Support Coverage

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 ten (10) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1007 Bullitt Street, Suite 400, Charleston, WV 25301.

- 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 ERP25*01 - VMware Production Support Coverage

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.

8. MISCELLANEOUS:

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

Contract Manager:	Muhammad Khan
Telephone Number:	833-482-5683
Fax Number:	323-978-6928
Email Address:	vcloud@vcloudtech.com



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1493269			Reason for Modification: Addendum No. 1
Doc Description: VMware Production Support Coverage			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-09-12	2024-09-19 13:30	CRFQ 0947 ERP2500000001	2

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR		
Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER Larry D McDonnell 304-558-2063 larry.d.mcdonnell@wv.gov		
Vendor Signature X	FEIN#	DATE

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

ADDITIONAL INFORMATION

Addendum No. 1 issued to respond to vendor questions, Please see attachment.

The bid opening remains on 9/19/2024 at 1:30 pm.

No other changes.

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	228.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.

Service Dates: 11/14/2024 - 11/13/2025

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.

Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	512.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 09/27/2024 - 11/13/2025

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2025 - 11/13/2026

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2025 - 11/13/2026

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2026 - 11/13/2027

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
Service Dates: 11/14/2026 - 11/13/2027

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.	740.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:

VMware vSphere Foundation 8, (VCF-VSP-FND-8), or equal.
Service Dates: 11/14/2027 - 11/13/2028

INVOICE TO				SHIP TO			
ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US				ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111812			

Extended Description:
 Live Recovery Protected VM, (VCF-VLR-PVM), or equal.
 Service Dates: 11/14/2027 - 11/13/2028

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 4:00 pm	2024-09-11

SOLICITATION NUMBER: CRFQ ERP25*01

Addendum Number: 1

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

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To provide responses to vendor questions. See attachment.
2. The bid opening date and time remains on 9/19/2024 at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

CRFQ ERP2500000001 – ATTACHMENT A

Addendum No. 1

Q1: Please confirm that the Quantities listed in the solicitation for the following products equate to "cores count" per VMWare product pricing structure or, if not, what does the quantity represent (see **highlighted** column)?

Line	Product	Quantity	Service Dates
1	VMware vSphere Foundation 8, (VCF-VSPFND-8), or equal.	228	11/14/2024 - 11/13/2025
2	Live Recovery Protected VM, (VCF-VLR-PVM), or equal	100	09/27/2024 - 11/13/2025
3	VMware vSphere Foundation 8, (VCF-VSPFND-8), or equal.	512	09/27/2024 - 11/13/2025
4	VMware vSphere Foundation 8, (VCF-VSPFND-8), or equal.	740	11/14/2025 - 11/13/2026
5	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100	11/14/2025 - 11/13/2026
6	VMware vSphere Foundation 8, (VCF-VSPFND-8), or equal.	740	11/14/2026 - 11/13/2027
7	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100	11/14/2026 - 11/13/2027
8	VMware vSphere Foundation 8, (VCF-VSPFND-8), or equal.	740	11/14/2027 - 11/13/2028
9	Live Recovery Protected VM, (VCF-VLR-PVM), or equal.	100	11/14/2027 - 11/13/2028

A1: These quantities were provided by Broadcom after discussing with them their new pricing structure.

Q2: Are these licenses for new deployments of the SW or renewal of existing license? If the latter, who holds the license currently?

A2: These licenses are renewal of existing. The State of WV currently holds the licenses.

Q3: Kindly advise If this project is a Net New/Renewal? If Renewal please include the previous VMware Contract #.

A3: This is a renewal of existing licenses. VMware Contract #'s:

VO-363756225-R:1C:27MAY23

VO-379076024-R:23AUG23

VO-392205309

VO-367704427-R:1C:27MAY23

Q4: Is the support the State is looking for VMware for an on-premises operation or a new Cloud script?

A4: This is on-premises.

Q5: Is this a VxRail system?

A5: No.

Q6: Can you provide the RVtools output for quoting?

A6: No.

Q7: Is the current version being ran 8.0?

A7: We are running version 7 now but plan on upgrading this year to 8.

Q8: I see multiple dates listed on the bid. Can you confirm the contract length and start date? Additional, if there is a preferred SLA.

A8: The goal of this RFQ is to co-term all our VMware licenses for expiration on the same date.

Line 1 is all our licenses that run from 11/14/2023 – 11/13/2024 and need to be renewed for another annual period.

Line 2 and Line 3 will extend from 09/27/2024 – 11/13/2025, allowing the expiration to match licenses in Line 1.

Each renewal period after the initial co-term will be an annual period from November 14 through November 13.

Line 4 combines the total quantity of Lines 1 and 3, recognizing the co-term of the licenses into one line item for the optional renewal term of 11/14/2025 – 11/13/2026. Each optional renewal period needs to be quoted in this manner.

Q9: Can time be scheduled with the technical team to discuss this opportunity?

A9: No. Please provide a quote for the licenses as requested.

Q10: I think line item 1 should have service dates: Start date: 11/14/2024; End date: 11/13/2025

A10: That is correct.

There is a typo in the Extended Description field of Line 1 stating Service Dates: 09/27/2024 – 11/13/2025. This group of licenses needs to be renewed for 11/14/2024 – 11/13/2025.

As mentioned, our goal is to co-term all our VMware licenses to expire on 11/13/2025, with each renewal thereafter valid for an annual period from November 14 to November 13.

OTHER INFORMATION:

1. The bid opening remains on 9/19/2024 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ERP25*01

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.

vCloud Tech Inc.

Company

Muhammad Khan

Authorized Signature

9/17/2024

Date

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

County of Los Angeles
Internal Services Department
UNITED STATES

22-January-2024

MANUFACTURER'S AUTHORIZATION FORM
(VMware Partner Connect Partner – US Only)

VMware, LLC., a company organized and existing under the laws of Delaware, with its principal place of business at 3401 Hillview Avenue, Palo Alto, California 94304 (“**VMware**”) hereby confirms that, as of the date above, **vCloud Tech Inc.**, with its principal place of business at **609 Deep Valley Drive, Suite 200, Rolling Hills Estates, CA, 90274, UNITED STATES**, (“**Partner**”) is an authorized Partner Connect partner. VMware is a supplier and issuer of VMware equipment, and software licenses and provider of services, in the United States.

As a member of VMware's Partner Connect Program, Partner is authorized to (a) resell VMware offerings; (b) acquire and utilize VMware's software licenses to provide Partner-hosted services which Partner offers pursuant to Partner's terms of service; and (c) acquire and utilize VMware's cloud service offerings in support of Partner's managed service offerings, which Partner offers pursuant to Partner's terms of service.

Under the resell authorization, Partner is authorized to: (1) submit a bid which includes VMware equipment, licenses, and services and (2) if selected, purchase the VMware equipment, licenses, and services through a VMware authorized Distributor and resell such VMware equipment, licenses, and services in **UNITED STATES** as per the terms and conditions of the VMware Partner Connect Agreement between Partner and VMware.

When Partner is reselling VMware offerings, VMware shall (a) deliver the VMware equipment, licenses, and services to end user and (b) fulfill all associated warranty and support obligations subject to the applicable end user terms and conditions (<https://www.vmware.com/download/eula.html>) and the applicable Support and Subscription Terms and Conditions (<http://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/support/vmware-support-terms-conditions.pdf>).

VMware, LLC.



Kaushik Ram
Senior Director, Global Partner Programs