



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

State of West Virginia  
**Master Agreement**

Order Date: 2019-01-04

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

Order Number: CMA 0212 0212 IP19	Procurement Folder: 534220
Document Name: IP19 - Computers & Peripherals	Reason for Modification:
Document Description: IP19 - Statewide Contract for Computers & Peripherals	
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2019-01-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-01-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000223330 DELL MARKETING LP ONE DELL WY  BOX RR1-33  ROUND ROCK TX 78682  US Vendor Contact Phone: (304) 333-3456 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS  AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

**AGENCY COPY**

Total Order Amount  Open End

<i>MA 01/07/2019</i> <b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY: DATE: <i>1/7/19</i> ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY: DATE: <i>1-7-19</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY: <i>Beverly Tolson</i> DATE: ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

**STATEWIDE CONTRACT:**

The Vendor, Dell Marketing LP, agrees to enter with the State of West Virginia, into an open-end statewide contract to provide Computers & Peripherals per the Specifications, Terms and Conditions, Bid Requirements, Addendum\_1 dated 09/10/2018, Addendum\_2 dated 09/11/2018, Addendum\_3 dated 09/18/2018, Addendum\_4 dated 09/21/2018 and the Vendor's bid dated 09/28/2018, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43210000	DELL		EA	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Computers & Peripherals

**Extended Description:**

Computers & Peripherals:

See attached Pricing Page for Contract Pricing.

## **GENERAL TERMS AND CONDITIONS:**

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on January 15, 2019 and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 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 maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

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

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

Liquidated Damages Contained in the Specifications

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

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

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

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



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

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

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

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

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

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

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

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

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

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privac\default.html>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 06/08/2018

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

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

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

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

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

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

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

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

**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.

Dell Marketing L.P.  
(Name, Title)  
Cyndi Radel - Contract Program Manager  
(Printed Name and Title)  
One Dell Way, Round Rock, TX 78682  
(Address)  
231-747-9294  
(Phone Number) / (Fax Number)  
cyndi.radel@dell.com  
(email address)

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

Dell Marketing L.P.  
(Company)  
Nicholas Stokes\*  
(Authorized Signature) (Representative Name, Title)

Nicholas Stokes - Proposals Consultant  
(Printed Name and Title of Authorized Representative)

September 24, 2018  
(Date)

512-724-3369  
(Phone Number) (Fax Number)

no

\*Above signed inclusive of: Contracting with the State is critically important to Dell. We believe that we will provide a tremendous cost value and technology benefit toward future IT Hardware and Services technology purchases. Pursuant to answers to questions provided by the State, Dell is providing exceptions and clarifications to provisions in the General Terms and Conditions, for West Virginia's review and consideration. These clarifications are detailed in Section 2 - Response to RFQ Instruction



## ORDER OF PRECEDENT AND MODIFICATION ADDENDUM

**THIS ORDER OF PRECEDENT AND MODIFICATION ADDENDUM**, (hereinafter "Addendum") by and between Dell Marketing LP (hereinafter "Vendor" or "Dell") and State of West Virginia (hereinafter "State of West Virginia"), (both referred to as "Parties"), is intended to modify certain terms and conditions submitted by the Parties and to provide an order of precedent for all documents that comprise the contract resulting from the solicitation identified as identified as IP19 (the "Contract").

**NOW THEREFORE**, the Parties hereto hereby agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

**Contract Documents:**

- a. **Order of Precedence and Modification Addendum** (this document) – First Priority
  - b. **WV-96A Agreement Addendum** (Attached as Exhibit A) – Second Priority
  - c. **Solicitation Documents** (including any addenda) – Third Priority
  - d. **Documents Provided by Dell in response to the Solicitation** – Fourth Priority
2. **Dell Exceptions:** Dell's Exceptions Response to the General Terms and Conditions and the request for additional terms are hereby expressly rejected unless included as a modification to the General Terms and Conditions in this Addendum.
  3. **Changes to the General Terms and Conditions.** The General Terms and Conditions contained in the solicitation are modified as follows:
    - a. **Term 8, Insurance** – Dell is not required to list the State as an additional insured on its professional liability/errors and omissions insurance policy.
    - b. **Term 14, Payment** – Payment is due 60 days from the date of invoice. In the event that a state agency fails to pay within 60 days, Dell will provide that state agency with written notice of failure and 30 days to cure the failure. In the event that payment is not made during the 30-day cure period, Dell may suspend future deliveries to that state agency until payment is made. The ability to suspend deliveries does not apply to payment amounts that are disputed.
    - c. **Term 16, Taxes** – Dell may request that each ordering agency provide a tax exempt certificate, and the ordering agency will provide it to confirm tax exempt status.
    - d. **Term 28, Warranty** – The warranty replacement language proposed by Dell in the Dell's Exceptions Response to General Terms and Conditions on page 10 of Section 2 of Dell's Response of RFQ Instructions Document is accepted and incorporated herein.
    - e. **Term 35, Vendor Relationship** – The vendor relationship replacement language proposed by Dell in the Dell's Exceptions Response to General Terms and Conditions on page 11-12 of Section 2 of Dell's Response of RFQ Instructions Document is accepted and incorporated herein.
    - f. **Term 36, Indemnification** – The indemnification replacement language proposed by Dell in the Dell's Exceptions Response to General Terms and Conditions on page 12-13 of Section 2 of Dell's Response of RFQ Instructions Document is accepted and incorporated herein with one modification. The phrase "gross negligence or willful misconduct" is replaced with "negligence."
  4. **Additional Contract Terms.** The following additional terms are added to the Contract.
    - a. **Trade Compliance** – Vendor and State acknowledge that products (including software) sold or licensed under this Contract are subject to export control laws and regulations of the United States of America and other countries from which they were supplied and in which they are used and agree to abide by those laws and

regulations. State acknowledges that State is responsible for obtaining any necessary licensing related to the exporting of products.

- b. **Indirect Damages** – Vendor shall not be liable for indirect, consequential, special, punitive, incidental and other types of non-direct damages arising out of or in connection with this Contract.
- c. **Third Party Software** – State is not permitted to agree to third party shrink-wrapped or click-through software provisions because State law mandates review and approval of all contract terms by the Purchasing Division and the Attorney General's Office (AG review as to form). Accordingly, only those software provisions attached to the Contract are accepted, as modified herein.
  - i. **Microsoft Terms and Conditions** – State rejects these software terms and will utilize its master agreements negotiated with Microsoft.
  - ii. **Absolute Agreement** – State accepts Absolute Software, Inc.'s terms and conditions, only if Absolute Software, Inc. has executed a WV-96A Agreement Addendum thereby modifying those terms and conditions that violate the laws of the State of West Virginia.
  - iii. **Dell End User License Agreement** – State accepts the terms and conditions contained in Dell's EULA, only if Dell Marketing LP has executed a WV-96A Agreement Addendum thereby modifying those terms and conditions that violate the laws of the State of West Virginia.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below.

STATE OF WEST VIRGINIA

*PURCHASING DIVISION*  
By: *[Signature]*  
Name: Frank W. Hake  
Its: Assistant Director  
Date: 1/4/19

DELL MARKETING LP

By: Steve Koloski  
Name: Steve Koloski  
Its: Commercial Counsel  
Date: December 11, 2018

**EXHIBIT A**

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:  
STATE OF WEST VIRGINIA

Spending Unit: STATE OF WEST VIRGINIA  
 Signed: [Signature]  
 Title: ASSISTANT DIRECTOR  
 Date: 1/4/19

**VENDOR**

Company Name: Dell Marketing L.P.  
 Signed: Steve Koloski  
 Title: Commercial Counsel  
 Date: December 5, 2018

WV-96A

**AGREEMENT ADDENDUM**

Rev. 5/16

This addendum, made effective December 17, 2018, supplements and modifies the Absolute End User License and Service Agreement (the "agreement") entered into between Absolute Software, Inc. ("Vendor") and the Agency on or about June 5, 2018. In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Vendor's liability under the agreement shall not exceed three times the total fees paid by the Agency for the Vendor's services during the twelve month period preceding the event of liability. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

Spending Unit: STATE OF WEST VIRGINIA  
Signed: [Signature]  
Title: Assistant Director  
Date: 1/4/19

**VENDOR**

Company Name: Absolute Software, Inc.  
Signed: [Signature]  
Title: Leigh Ramsden, Treasurer & Controller  
Date: December 20, 2018



## END USER LICENSE AGREEMENT

This End User License Agreement and the documents incorporated by reference below ("E-EULA") applies to any Software (meaning application, microcode, firmware, and operating system software in object code format) when the E-EULA is referenced or incorporated into any other document, and in any situation in which there are no other terms and conditions governing use of Software. This Software and associated materials contains proprietary and confidential information. Use of the Software is subject to, and expressly conditioned upon compliance with this E-EULA.

This E-EULA is a legally binding agreement between the entity that has obtained the Software ("End User") and Licensor (which may be a Dell Inc. Affiliate or an authorized reseller ("Reseller"), as explained below). If End User has a written, signed agreement with a Dell Inc. Affiliate that expressly provides for the licensing of Software, then that agreement, and not this E-EULA, will govern.

### HOW TO DETERMINE THE LICENSOR

**Buying Directly from a Dell Inc. Affiliate.** If End User procured the Software license(s) directly from a Dell Inc. Affiliate, then the "Licensor" under this E-EULA is provided at [www.dell.com/swlicensortable](http://www.dell.com/swlicensortable). This E-EULA governs End User's use of the Software and the Documentation (as defined below).

**Buying From a Reseller.** If End User procured the Software license(s) from a Reseller, then the Reseller may do one of the following to establish the Licensor and the license terms governing the Software and Documentation (as defined below):

**Refer to the Manufacturer's License Terms or Remain Silent on Licensing Terms.** When the Reseller refers End User to a direct license agreement with the software manufacturer, or Reseller says nothing about terms governing the licensing and use of the Software and Documentation, then this E-EULA applies and the applicable Dell Inc. Affiliate identified at [www.dell.com/swlicensortable](http://www.dell.com/swlicensortable) is the "Licensor".

**Sublicense the Software Rights using the Manufacturer's Terms.** When the Reseller sublicenses the Software to End User by referring to the software manufacturer's license terms as the governing terms, then the terms of this E-EULA are deemed incorporated into Reseller's license agreement with the End User by reference. If this is case, Reseller is deemed the "Licensor" under this E-EULA.

### 1. DEFINITIONS

- A. "Affiliate" of End User means a legal entity that is controlled by, controls, or is under common control with End User. "Control" means more than 50% of the voting power or ownership interests. "Affiliate" of Dell Inc. means any of Dell Inc.'s direct or indirect subsidiaries.
- B. "Documentation" means Licensor's then current, generally available End User manuals and online help for Software.
- C. "Product Notice" means the information related to Software posted at a Dell Inc. Affiliate website, currently located at [http://www.EMC.com/products/warranty\\_maintenance/index.jsp](http://www.EMC.com/products/warranty_maintenance/index.jsp). The Product Notice informs End User of Software-specific use rights, restrictions, and definitions of units of measure. The Software-related terms of the Product Notice in effect as of the date of the Quote will apply to the Software and are deemed incorporated into this E-EULA.
- D. "Quote" means the written quotation or other proposal for providing licenses to Software. Reseller or a Dell Inc. Affiliate may issue a Quote to End User.

### 2. SOFTWARE LICENSE TERMS

- A. **General License Grant.** Subject to and conditioned on End User's compliance with the terms of the E-EULA and the Quote, Licensor grants to End User a revocable (according to Section 4 ("Termination") below), non-exclusive, non-transferable license to use the Software and Documentation during the license term stated on the Quote for End User's internal business operations. If the Quote



does not state a license term, then licenses for Software are perpetual (subject to paragraph B ("Licensing Models") and Section 4 ("Termination") below). Use of Software may require End User to complete a product registration process and input a license key. End User may copy the Software and Documentation as necessary to install and run the Software in the quantity of licensing units licensed, and otherwise only for reasonable back-up and archival purposes.

**B. Licensing Models.** Licensor licenses Software for use only in accordance with the commercial terms and restrictions of the Software's relevant software licensing model stated in the Product Notice, the Quote, or both. For example, the licensing model may provide that End User may only use the Software for a certain number of licensing units (e.g., storage capacity, instances, users), in connection with a certain piece of equipment, CPU, network, or other hardware environment, or both. Unless expressly agreed otherwise in writing, Licensor licenses microcode, firmware, and operating system software shipped with equipment for use solely on that equipment; the same applies to Software licensed together with the sale of equipment and designed to enable the equipment to perform enhanced functions.

**C. License Restrictions.** Licensor reserves all rights not expressly granted to End User and does not transfer any ownership rights in any Software. Without Licensor's prior written consent, End User must not, and must not allow any third party to, do any of the following:

- (1) use Software in an application services provider, service bureau, or similar capacity;
- (2) disclose to any third party the results of any comparative or competitive analyses of Software done by or on behalf of End User;
- (3) make available Software to anyone other than End User's employees or contractors who will use the Software on behalf of End User in a manner permitted by this E-EULA and the Quote ("Authorized Users");
- (4) except to the extent transfer may not legally be restricted under applicable law, transfer or sublicense Software or Documentation to an End User Affiliate or other third party;
- (5) use Software in conflict with the terms and restrictions specified in this E-EULA or the Quote;
- (6) except to the extent permitted by applicable mandatory law (meaning laws that parties cannot change by contract), modify, translate, enhance, or create derivative works from the Software, or reverse assemble, disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software;
- (7) remove any copyright or other proprietary notices on or in any copies of Software or Documentation;
- (8) violate or circumvent any technological use restrictions in the Software;
- (9) use the Software or Documentation to create other software, products or technologies; or
- (10) create Internet "links" to the Software or "frame" or "mirror" the Software.

**D. Records and Audit.** During the Software license term and for two years after its expiration or termination, End User must maintain accurate records of its use of the Software and Documentation sufficient to show compliance with this E-EULA and the Quotes. During this period, Licensor or its auditors may request that End User certify in writing that End User's use of the Software and Documentation complies with this E-EULA and the Quotes, audit End User's use of Software and Documentation to confirm compliance, or both. Licensor will provide End User with reasonable notice and conduct the audit during End User's normal business hours and will not interfere unreasonably with End User's business activities when performing the audit. End User must reasonably cooperate with the audit and must, without prejudice to Licensor's other rights, promptly buy additional licenses needed to put End User in compliance with the E-EULA and applicable Quotes. End User must also promptly reimburse Licensor for all reasonable costs of the audit if the audit reveals either that End User used Software in excess of the licenses that End User purchased when the excess usage is more than five percent in license value, or that End User did not maintain substantially accurate Software use records.

**E. Third Party Software License Terms.** Third party software contained in or with the Software that provides its own terms of use is governed by those provided terms.

**3. WARRANTIES AND SUPPORT.** Under this EULA, Dell Inc. and its Affiliates do not provide any warranties for the Software and do not provide support and maintenance services. End User's rights under any warranties and any support service entitlements for the Software are solely between End User and the entity from whom End User purchased the Software licenses, and are defined under the commercial terms agreed between End User and that selling entity. If End User purchases support and maintenance from a Reseller in the United States and Canada, then the Dell Inc. Affiliate's delivery of the maintenance and support services is subject to the applicable terms set forth in the support services terms located at the Product Notice website, unless otherwise



defined in a separate sublicense, warranty and support, or related services terms agreed between End User and the selling entity. Subject to the prior sentence, *Dell Inc. and its Affiliates and their suppliers provide the Software "As Is" without any warranties or conditions. To the maximum extent permitted by applicable law, Dell Inc. and its Affiliates and their supplier: (i) make no express warranties or conditions; (ii) disclaim all implied warranties and conditions, including merchantability, fitness for a particular purpose, title, and non-infringement; and (iii) disclaim any warranty or condition arising by statute, operation of law, course of dealing or performance, or usage of trade.*

**4. TERMINATION.** Licensor may terminate licenses if End User: (i) breaches the license terms and fails to cure within thirty days after receipt of Licensor's written notice of breach; (ii) declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of End User's assets. Dell Inc. or its Affiliates may terminate licenses on ten days' written notice if End User fails to pay for the Software when payment is not subject to a good faith dispute. Dell Inc. or its Affiliates may terminate the licenses immediately if End User is acquired by or merged with a competitor of Dell Inc. or any of its Affiliates. If Licensor terminates Software licenses, End User must cease all use of those Software licenses and associated Documentation, and return or certify destruction of Documentation and Software pertaining to the terminated licenses. The provisions of this E-EULA relating to records and audit, confidentiality, and liability will survive termination, along with any other provisions of this E-EULA that, by their nature and context, are intended to survive.

#### **5. LIMITATION OF LIABILITY**

**A. Limitations on Damages.** *Licensor does not license End User to use Software in situations in which the failure of the Software could lead directly to death, personal injury, or severe physical injury or property damage. Neither party seeks to exclude or limit liability under this E-EULA for death or personal injury resulting from negligence or any other liability that cannot be excluded by law.*

(1). *Limitation on Direct Damages. Licensor's total liability to End User is limited to the lower of: (i) the net license fees End User paid for the applicable Software license(s) that gave rise to the liability; or (ii) USD 100,000.*

(2). *No Indirect Damages. Licensor has no liability for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, income, revenue, data (including corruption or damage to data), goodwill, reputation, or use of systems, networks, programs, or media.*

**B. Regular Back-ups.** End User is solely responsible for its data. End User must back up its data before Licensor or a third party performs any remedial, upgrade, or other work on End User's production systems. If applicable law prohibits exclusion of liability for lost data, then Licensor will only be liable for the cost of the typical effort to recover the lost data from End User's last available back up.

**C. Applicability.** Even when the Reseller is the Licensor, the limitation of liability stated above will apply in favor of Dell Inc. and its Affiliates, and it will apply to all End User claims, regardless of the course of action (including tort).

**6. CONFIDENTIALITY.** The Software and related materials, including the Documentation, are Dell Inc. and its Affiliates' "Confidential Information". End User must treat the Confidential Information as confidential in perpetuity unless and until the Confidential Information is or becomes part of the public domain through no breach of confidentiality. End User must not use the Confidential Information beyond the scope of the rights granted, and may only share it with Authorized Users who are subject to legal obligations consistent with this E-EULA to protect the confidentiality of the Confidential Information. End User is liable to Dell Inc. and its Affiliates for all use of the Confidential Information by Authorized Users.

#### **7. MISCELLANEOUS**

**A. Notices.** The parties will provide all notices under this E-EULA in writing. Unless provided otherwise in the Quote or on the invoice to End User, End User must provide notices to Dell Inc. and its Affiliates as follows: by mail to: [Licensing Dell Entity Name], Attn: Contracts Manager, One Dell Way, Round Rock, Texas 78682, or by e-mail to: [Dell.Legal.Notices@dell.com](mailto:Dell.Legal.Notices@dell.com). When the Licensor is a Reseller, End User must provide notice to Reseller as stated in the agreement between End User and Reseller or as stated on Reseller's Quote to End User.

**B. Assignment.** End User may not assign this E-EULA or a Quote or any right or obligation under this E-EULA or Quote, or





delegate any performance, without Licensor's prior written consent. Even if Licensor consents to an assignment, End User remains responsible for all obligations to Licensor under this E-EULA and each Quote that End User incurred prior to the effective date of the assignment. End User attempts to assign or delegate without Licensor's prior written consent are void. This section does not prohibit End User from transferring Software and Documentation in accordance with Section 2.C.(4) above. In case of such transfer, End User must notify Licensor of the transfer in writing and impose all obligations under this E-EULA on the transferee.

**C. Governing Law and Venue.** This E-EULA and any dispute, claim, or controversy (whether in contract, tort, or otherwise) related to or arising out of this E-EULA or any Quotes between End User and Dell Inc. or one of its Affiliates ("**Dispute**") is governed by the law of the applicable jurisdiction stated in [www.dell.com/swlicensortable](http://www.dell.com/swlicensortable) ("**Governing Jurisdiction**"). The U.N. Convention on Contracts for the International Sale of Goods does not apply. Any Disputes must be brought in the courts of the Governing Jurisdiction. The parties agree to submit to the personal jurisdiction of the courts within the Governing Jurisdiction in connection with any Disputes. The parties further waive all objections to the exercise of personal jurisdiction over the parties by those courts, and to venue in those courts, with respect to any such Disputes. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. Neither party is entitled to join or consolidate claims by or against other users, or pursue any claim as a representative or class action, or in private attorney general capacity, in connection with a Dispute.

**D. Informal Dispute Resolution.** As a condition precedent to filing any lawsuit, a party must first provide written notice of any Dispute to the other party. The parties will attempt to resolve any Dispute through negotiation with persons fully authorized to resolve the Dispute, or through mediation utilizing a mutually agreeable mediator before proceeding with litigation. The parties to a Dispute must treat the existence or results of any negotiation or mediation as confidential. If the parties are unable to resolve the Dispute within thirty days of notice of the Dispute to the other party (or other mutually agreed period), the parties will be free to pursue all remedies available at law or in equity in accordance with Section 7C above. Notwithstanding the foregoing, a party may immediately file a lawsuit for injunctive relief to protect intellectual property rights, preserve the status quo, or prevent irreparable harm.

**E. Waiver.** Failure to enforce a provision of this E-EULA will not constitute a waiver of that or any other provision of this E-EULA.

**F. Independent Contractors.** The parties are independent contractors for all purposes under this E-EULA and cannot obligate any other party without prior written approval. The parties do not intend anything in this E-EULA to allow any party to act as an agent or representative of a party, or the parties to act as joint venturers or partners for any purpose. No party is responsible for the acts or omissions of any other.

**G. Severability.** If a court of competent jurisdiction determines any part of this E-EULA or document that incorporates this E-EULA by reference is unenforceable, that ruling will not affect the validity of all remaining parts.

**H. Trade Compliance.** Customer's purchase of licenses for Software and access to related technology ("**Materials**") are for its own use, not for resale, export, re-export, or transfer. End User is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by Dell Inc. or its Affiliates and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. End User represents and warrants that it is not the subject or target of, and that End User is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions. End User understands and will comply with all applicable provisions of the U.S. Arms Export Control Act (AECA) and the U.S. International Traffic in Arms Regulations (ITAR) in End User's receipt, use, transfer, modification, or disposal of Software. End User acknowledges that any use, modification, or integration of the Software in or with defense articles or in the provision of defense services is not authorized by any Licensor, and that Licensors will not provide warranty, repair, customer support, or other services in connection with such end uses. End User certifies that any software, disk images, or other data provided to Licensor in connection with the purchase of the Software will not contain technical data, software, or technology controlled by the ITAR or AECA, and that if End User later returns the Software to Licensor or grants Licensor access to the Software, End User will not include or otherwise make available to Licensor any such technical data, software, or technology. End User agrees to indemnify and hold Licensor harmless for any liability, loss, damage, cost, expense, or penalty arising from End User's non-compliance with the AECA, ITAR, or the provisions of this Section.



I. **Purchases from Reseller; Third Party Beneficiaries.** When a Reseller is the Licensor, End User acknowledges that the sublicense it receives from Reseller is conditional on the license grant from Dell Inc. or its Affiliates to Reseller, and that Reseller cannot grant to End User license rights greater than Reseller received from such entity. The applicable Dell Inc. Affiliates a third party beneficiary to the license agreement between the Reseller and End User and is entitled to exercise and enforce all of Reseller's rights and benefits under such license agreement (including the terms of this E-EULA

J. **Entire Agreement; Order of Precedence.** This E-EULA comprises the complete statement of the agreement of the parties with regard to its subject matter and may be modified only in a writing signed by both parties. Regardless of the prior sentence, Dell may in its sole discretion, update the Licensor table and Product Notice incorporated by reference into this E-EULA. Any changes that Dell Inc. makes to the Licensor table and Product Notice will apply only to transactions that occur after Licensor posts those changes online. The E-EULA excludes all terms of any End User purchase order or similar End User document, such as any preprinted terms, and any terms that supplement, are inconsistent or that conflict with this E-EULA, the Quote, or both. These excluded terms have no legal effect and do not modify or supplement the E-EULA, even if Licensor does not expressly object to those terms when accepting an End User purchase order or similar document. When a subject is discussed in this E-EULA and also in a Quote or a separate agreement that incorporates this E-EULA, then that subject will be governed by the terms in this E-EULA. Any claims by any party of fraud in the inducement of this E-EULA or any Quote or End User purchase order based on any statements, representations, understandings, or omissions, whether oral or written, that are not fully expressed in this E-EULA, the applicable Quote, or purchase order are expressly waived and released. End User represents that it did not rely on any representations or statements that do not appear in this E-EULA when accepting this E-EULA.

## Absolute Computrace

Please refer to the following pages.



BY CLICKING THE BUTTON "AGREE", "I ACCEPT", OR OTHERWISE INDICATING ACCEPTANCE, BY DOWNLOADING OR INSTALLING THE ABSOLUTE TECHNOLOGY OR BY REGISTERING FOR OR USING THE SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH GOVERNS YOUR USE OF THE SERVICE AND INCLUDES, AS INTEGRAL PARTS HEREOF, ANY MATERIALS AVAILABLE ONLINE THAT ARE INCORPORATED BY REFERENCE HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT AND YOU MAY NOT DOWNLOAD, INSTALL, OR USE THE ABSOLUTE TECHNOLOGY OR THE SERVICE.

In this End User License and Service Agreement, capitalized words and terms have specific meanings that are defined throughout the body of the Agreement and in the Schedules and Appendices hereto. Terms not otherwise defined herein are set forth in Schedule "I". This Service Agreement (the "Agreement") is between YOU and ABSOLUTE SOFTWARE and/or its Affiliates ("Absolute"). Immediately below is the name of the Absolute company that is contracting with you based on the country or Absolute's sales region where you are located unless otherwise agreed in writing.

**Australia, Canada, Mexico, Central America, South America, and the Caribbean:** Your agreement is with *Absolute Software Corporation*, a company incorporated under the laws of the Province of British Columbia, Canada.

**Asia:** Your agreement is with *Absolute Software (Asia) Pte. Ltd.*, a company incorporated under the laws of Singapore.

**Europe, Middle East and Africa:** Your agreement is with *Absolute Software EMEA Limited*, a company incorporated under the laws of the United Kingdom.

**United States:** Your agreement is with *Absolute Software, Inc.*, a company incorporated under the laws of the State of Washington, USA.

- 1. Service.** Absolute will provide you with Online use of the Service, including a browser-supported interface and related data encryption, transmission, access and storage via a Monitoring Center, as well as Client Software components of the Absolute Technology, on the terms and conditions set out in this Agreement.
- 2. Service Features.** The Service is based on Absolute Technology and is offered in different editions, each of which contains different features. You acknowledge that (a) you are aware of the features specific to the various editions of the Service, that these features have been generally described to you and are available Online, and (b) for the purposes of this Agreement, the features of a particular edition of the Service are as described in the documentation supplied Online. If the edition of the Service you subscribed for includes a Device Theft Investigation and Recovery feature, then you hereby agree to the terms and conditions set forth in Appendix "A" hereto. If you subscribed for an edition of the Service with a Service Guarantee, you hereby agree to the terms and conditions set forth in Appendix "B" hereto. If your Order includes Professional Services in addition to the Service, you hereby agree to the terms and conditions set forth in Appendix "C" hereto. The Appendices included by reference in this Section 2 and elsewhere in this Agreement form an integral part of this Agreement.
- 3. License.** Upon completing registration for an edition of the Service and Absolute's acceptance of an Order pursuant to Section 10, Absolute grants to you a non-exclusive, non-transferable, limited license only to internally use (or, if you are a Managed Services Provider, to use in connection with providing managed services to your customers) such edition of the Service, during the Service Term, on the Customer Device(s) for which you have purchased such Service Term in an Order, subject to all of the terms, conditions, restrictions and other provisions of this Agreement. You must purchase a separate Service Term for each individual Customer Device. All rights not expressly granted to you are reserved by Absolute and, if applicable, its licensors. If the license is being granted for the purpose of an evaluation by you of the Service and/or the Absolute Technology, then your license will be valid for a maximum of sixty (60) days, unless otherwise specifically agreed in writing, and the Service may be used only for the purpose of such evaluation.
- 4. Renewals.** You agree that Absolute or its authorized resellers may contact you regarding the renewal of your Service Term and any other Services you may have purchased during the Service Term or to offer you additional Absolute service offerings made available from time to time. You hereby agree that Absolute, its service providers and its authorized resellers may use your personal information for this purpose or as otherwise described in the Privacy Policy. Absolute will not sell or otherwise disclose your personal information to third parties without your consent.
- 5. Customer and Technical Support.** During the Service Term, Absolute or Authorized Third Parties will, using commercially reasonable efforts, provide customer and technical support to you. Customer and technical support is available to you in the languages and during the hours of operation expressly indicated by Absolute via Global Support.
- 6. Consents, Authorizations and Instructions.** Without the need for further notification, consent or express instruction (unless otherwise expressly agreed in writing), you hereby consent, authorize, permit and instruct Absolute and its Authorized Third Parties to do the following (and if you are a

© 2018 Absolute Software Corporation. All rights reserved. "Absolute" and "Persistence" are registered trademarks of Absolute Software Corporation. LoJack is a registered trademark of LoJack Corporation, used under license by Absolute Software Corporation. LoJack Corporation is not responsible for any content herein. All other trademarks are property of their respective owners. US Patents #5,896,497, #6,044,402, #6,087,937, #6,958,688, #7,818,803, #8,062,380, #8,241,369, #8,307,055, #8,332,953, #8,346,234, #8,362,901, #8,418,226, #8,419,806, #8,441,348, #8,510,825, #8,556,991, #8,566,961, #8,625,799, #8,669,870, #8,701,013, #8,712,432, #8,717,172, #8,734,529, #8,745,383, #8,800,061, #8,868,933, #8,878,672, #8,902,066, #8,904,523, #8,925,100, #8,929,916, #8,995,668, #9,117,092, #9,154,499, #9,197,651 and #9,245,156. Canadian Patents #2,211,735, #2,284,806, #2,646,602, #2,732,830, #2,732,831, #2,733,222 and #2,771,208. U.K. Patent #GB2338101. German Patent #6020110204033. Australian Patents #2009270402, #2009279430, #2009279431, #2010207832, #2010220798, #2010244945, #2010292939, #2010315412, #2010321633, #2010324789, #2011274218, #2011274219, #2014200632 and #2014202775. Japanese Patents #5,220,924, #5,363,305, #5,475,743, #5,508,502, #5,684,838 and #5,735,995. Chinese Patents #102089764 and #102132526. Hong Kong Patent #1,160,309. Korean Patents #1,372,986, #1,408,746, #1,417,141 and #101524881. Mexican Patents #297,406, #306,287 and #327,792. Russian Patents #2,460,220 and #2,506,704.

Managed Services Provider, you will obtain the consent, authorization, permission and instruction from your customers for Absolute and its Authorized Third Parties to do the following):

- (a) to initiate communication with the Customer Devices and to collect data regarding the Customer Devices, including identifying characteristics such as the ESN, Universally Unique Identifier (UUID), memory identification serial number and other identifying characteristics, as well as information about its use and location including about its use and location in connection with third party services, hardware and software installed on the Customer Devices, as required by the Service and where applicable the persistence thereof;
- (b) to collect and use other personal information by Absolute pursuant to Absolute's Privacy Policy;
- (c) to periodically automatically Update the installed Client Software on the Customer Device in order to ensure correct, full and continuing functionality of the Service and compliance with this Agreement;
- (d) to remotely download and install additional Client Software onto the Customer Device in order to provide the Service;
- (e) to perform anonymized statistical analysis of access to and use of the Service for the purposes of measuring the effectiveness of the Services, optimizing performance, and ensuring compliance with this Agreement;
- (f) if your edition of the Service includes a Device Theft Investigation and Recovery feature, to submit Customer Device registration data, Customer Device theft status, post-theft Customer Device location history and related information to Third Party Databases for the purposes of recording your ownership of the Customer Devices, locating any Customer Device that has been reported lost or stolen, or otherwise to facilitate the prevention and tracking of criminal activity;
- (g) if your edition of the Service includes a Device Theft Investigation and Recovery feature, upon theft recovery activation, to utilize any and all of its theft recovery tools and processes in order to recover the Customer Device(s). You instruct Absolute and its Authorized Third Parties to utilize any and all of its theft recovery tools and processes to the extent Absolute views it beneficial to the recovery of the Customer Device(s). You recognize that these theft recovery tools include, without limitation, (i) the collection of internet protocol (IP) addresses and other information and data from stolen Customer Device(s) and/or third parties who may be in possession of that information and data; (ii) collection of keystroke logs of the stolen Customer Device(s); (iii) the uploading of files stored on the stolen Customer Devices and any other information on stolen Customer Device to the secure servers of Absolute and/or its Authorized Third Parties; (iii) accessing pre- and Post-Incident data regarding Customer Devices in your Apple or Google accounts; and (iv) such additional theft recovery tools and processes as Absolute may from time to time develop as applicable technology evolves; and
- (h) if your edition of the Service includes the Endpoint Data Discovery feature, to assist you with detecting and reporting on data residing on Customer Devices that may be at risk and other user-defined data, all of which will be collected and encrypted, transmitted to, and stored on, a secure server.

If your use of the Services involves the processing of personal data that is subject to Regulation 2016/679 of the European Parliament known as the General Data Protection Regulation ("GDPR"), including if you are resident or established within the European Economic Area or Switzerland, or if your use of the Services will involve processing personal data of individuals located in the European Economic Area or Switzerland, then in addition to the foregoing paragraphs, the terms of Absolute's Data Processing Addendum attached as Appendix "D" hereto will apply to such personal data and will be incorporated into this Agreement. Notwithstanding the foregoing, the Data Processing Addendum will not apply to your use of any licenses for evaluation purposes.

**7. Things You Must Do.** In accessing or using the Service or any part of it, you must do the following (and if you are a Managed Services Provider, you must require your customers to do the following):

- (a) use the Absolute Technology and the Service in accordance with the Product Documentation and as otherwise described Online, including providing proper authorization for the features involving destruction, retrieval and tracking of data;
- (b) completely remove the Absolute Technology from a Customer Device prior to the sale or transfer of such Customer Device to another party;
- (c) if you purchase the Service for iPads, iPad minis or Chromebooks, you must also participate in Absolute's Theft Prevention Program, including without limitation by attaching a Device Identity Tag to each Customer Device registered for the Service at the time the Customer Device is enrolled for the Service;
- (d) if the Customer Device is a Chromebook, you must (i) purchase the Google Management Console and, if the Chromebook is missing or stolen, use the Google Management Console to deploy the Absolute Kiosk Web Theft Management Application, and (ii) upgrade the Customer Device to a version of Chrome OS that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Service purchased by you and enable Google's Forced Re-Enrollment Feature within thirty (30) days of it becoming available;
- (e) comply with all Applicable Laws, including without limitation all applicable employment, data protection and privacy laws and regulations;
- (f) obtain all consents from third parties that may be required by you under applicable data protection and privacy laws and regulations, and file any notices or registrations with applicable data protection authorities that may be required of you, in connection with your use of the Service, including without limitation obtaining all applicable consents from your employees for location tracking, and for the collection, use and disclosure of personal information (including sensitive data) collected through your use of the Service;
- (g) use the Absolute Technology and the Service for legitimate business purposes only;
- (h) ensure that no unauthorized users have access to the Service; and
- (i) promptly notify Absolute if you learn of any security breach related to the Service.

**8. Things You Must Not Do.** In accessing or using the Service or any part of it, you must not do any of the following (and if you are a Managed Services Provider, you must ensure that your customers do not do any of the following), directly or indirectly:

- (a) access the Service in respect of a Customer Device at any time other than during a valid Service Term for such Customer Device;

- (b) without the express written consent of Absolute, knowingly attempt to increase the likelihood a Customer Device will be lost or stolen, including using the Service as part of any Theft Detection Program;
- (c) use or access the Service (i) if you are a direct competitor of Absolute, except with Absolute's prior written consent, or (ii) for purposes of competitive benchmarking or similar purposes;
- (d) install on your Customer Device any more Client Software than is reasonably required to use the Service Term purchased by you for that particular Customer Device (including for dual-boot configurations);
- (e) install the Client Software on or attach a Device Identity Tag to any computing device other than a Customer Device for which you have purchased a valid Service Term;
- (f) other than as expressly permitted herein, license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the Service or the Absolute Technology in any way;
- (g) modify, decompile, reverse assemble, reverse engineer, translate or disassemble, or make derivative works based on, any part of the Service or the Absolute Technology for any reason or purpose;
- (h) create Internet links to the Service, or frame, mirror or embed any Content, on any server or wireless or Internet-based device, except through the Client Software and the Monitoring Center;
- (i) copy the Absolute Technology into a machine-readable or printed form other than as necessary in support of your use of the Service or for reasonable backup purposes;
- (j) use the Client Software or Service or any of its features to violate or interfere with the privacy of any person or otherwise violate any Applicable Laws, including but not limited to by use of location tracking services or the collection, use and disclosure of personal information (including sensitive data);
- (k) allow third parties to copy, access or use the Client Software or the Service (except as expressly provided in this Agreement) or take any actions that would cause the Client Software to become subject to any open source or quasi open-source license agreement; or
- (l) make available any of the Client Software by or through any public computer-based information systems, bulleting boards, online services, remote dial-in, file server, network or telecommunications links of any kind.

**9. Transfer of License.** You may only transfer your Service Term from your Customer Devices to your other Customer Devices, and if you have a consumer edition of the Service and wish to transfer your Service Term, you must do so by providing written notification of such transfer to Absolute through Global Support, following the instructions for Service Term transfers described by Global Support and, if applicable, accurately registering and activating the transferee Customer Device's make, model and ESN in the Absolute Console.

**10. Orders.** You may purchase license(s) to use the Service by sending an Order to Absolute, including the appropriate Absolute Affiliate in your region or country, or to an Absolute authorized reseller, but unless otherwise expressly agreed in writing, Absolute may accept or reject any Order in its sole discretion and is not bound to license to you any Service. Each such Order is incorporated into and becomes a part of this Agreement once accepted. Notwithstanding the foregoing, if an Order contains any additional terms and conditions, such terms and conditions will not apply to, become part of, or supersede this Agreement, regardless of any statement to the contrary contained therein. In the event you install the Client Software or use the Service on a number of Customer Devices in excess of the number of licenses set forth in an Order, the relevant additional license fees shall be chargeable on all such excessive license subscriptions for the entire preceding year, regardless of when such excessive license subscriptions were installed/activated on a Customer Device.

**11. Term of Agreement.** Unless earlier terminated as provided for elsewhere in this Agreement, this Agreement will be effective during the Service Term and will automatically expire immediately after the last day of the final remaining Service Term. When this Agreement terminates, each outstanding Service Term will expire automatically.

**12. Termination for Convenience.** Either party may terminate any outstanding Service Term at any time for convenience and with or without cause immediately upon electronic notification to the other party at the last email address provided by such party. However, if Absolute terminates a Service Term for convenience, Absolute will refund a pro-rated portion of the purchase price (if any) to you to account for the unused portion of the remaining Service Term. No such refund will be payable for evaluation licenses. Nothing in this Section gives you any right to a refund from Absolute except as stated herein; your rights to refunds for other terminations are specified elsewhere in this Agreement. If you are a Managed Services Provider, Absolute shall have no obligation to pay you for any amounts that you may be obligated to refund or otherwise pay to your customers as a result of any termination under this Agreement.

**13. Events Causing Termination of Service Term.** Except as expressly set out in this Agreement, each of the following events will cause the Service Term (but, pursuant to Section 11, not necessarily this Agreement) applicable to your Customer Device to terminate automatically without notice:

- (a) if your edition of the Service includes a Service Guarantee, the payment of a Service Guarantee to you or your designee (if applicable);
- (b) if you have a consumer edition of the Service with Device Theft Investigation and Recovery features, the Recovery of a number of Customer Devices covered by the Service that is equal to the number of years of the Service Term plus one (for example, a two year Service Term would be entitled to a maximum of three Recoveries); and
- (c) your material failure to comply with the terms and conditions of this Agreement in respect of such Customer Device or Service Term;

and in each such case Absolute will not be obligated to refund to you any portion of the purchase price paid by you (if any) for the Service Term, regardless of the length of the initial or remaining Service Term purchased. If all your outstanding Service Terms are terminated then this Agreement shall terminate.

**14. Your Obligations on Termination.** If a Service Term for your Customer Device has terminated, you will disable and remove the Agent and the iOS App from that Customer Device, and remove or obscure in a persistent manner any Device Identity Tag on that Customer Device. If a Service Term for your Customer Device has terminated, and the Customer Device is a Chromebook, you will disable the Google Management Console Chrome Sync Service in the Absolute Console. Furthermore, if this Agreement has been terminated for any reason, you will immediately:

- (a) cease using and, at Absolute's option, immediately return to Absolute or destroy all copies of the Absolute Technology and all Content in your possession or under your control;
- (b) pay all outstanding obligations to Absolute or its authorized reseller, if any;
- (c) remove or obscure in a persistent manner any Device Identity Tag on the Customer Device; and
- (d) no longer be entitled to access the Service, the Monitoring Center and, if applicable, the Absolute Console, and you hereby agree to such access being disabled upon such termination.

**15. Suspension or Termination for Failure to Pay.** Your failure to make any payment to Absolute or its authorized reseller for the Services will constitute a material breach of this Agreement, and Absolute may suspend or terminate your access to the Services if you have not remedied such non-payment within fifteen (15) days of notice to you thereof. Furthermore, Absolute's suspension or resumption of Services will not limit or prevent Absolute from pursuing all other remedies available to it.

**16. Security Administrators.** Certain features of certain editions of the Service require that you authorize one or more Security Administrator(s) to enable and launch such features and to be given administrator level login privileges to the Absolute Console. You must complete and send to Absolute the Security Authorization Form, available in the Absolute Console, to authorize, remove, modify, or rescind the rights of a Security Administrator, and in some cases must submit a support case regarding such de-activation Online through Global Support (and Absolute will verify its instructions, make such changes, and then notify you when this has been completed). The Security Authorization Form is available to you either by logging into your customer account Online or by having it mailed to you after you request it via telephone at the telephone numbers listed at <http://www.absolute.com/support/corporate/contact>. If you are a Managed Services Provider, you acknowledge and agree that: (a) only personnel of your organization, not of your customers, may be authorized as Security Administrators; (b) Absolute will only accept instructions relating to the use of security operations from your organization's authorized Security Administrators, not from personnel of your customers; (c) it is your responsibility to ensure that instructions provided by your Security Administrators to Absolute have been duly authorized by your customers, if appropriate; and (d) your service agreement with your customers must require those customers to (i) acknowledge that determining the location of Customer Devices may by implication also determine the location of individual persons who use or possess those devices, and (ii) agree to use the geolocation feature of the Services only with the unambiguous consent of all users and in accordance with all applicable employment privacy and other laws.

**17. Training Services.** If training credits are included on your Order, Absolute will provide you with any Training Services that you purchase from Absolute, at a mutually acceptable time. All Training Services must be exchanged for an available seat in a Training Services class within one (1) year from the date of purchase of the training credits relating to such Training Services, or such credits will expire and no refund will be available to you for such credits or Training Services. Training Services are only available for Absolute's Services. Absolute will use commercially reasonable efforts when scheduling classes of Training Services to provide sufficient opportunity for you to exchange training credits for Training Services.

**18. Ownership and Intellectual Property Rights.** Absolute, its Authorized Third Parties and their respective licensors have Intellectual Property Rights covering the Service and the Absolute Technology. You acknowledge (and if you are a Managed Services Provider, you must ensure that your customers acknowledge) that all right, title and interest (including all Intellectual Property Rights, enhancements, modifications and derivative works) in and to the Service and the Absolute Technology are the property of Absolute, its Authorized Third Parties or their respective licensors, and that the only rights you have with respect to the Service and the Absolute Technology is the right to use them in accordance with the terms of this Agreement. Except for such right as set out herein, no right, title or interest (including any Intellectual Property Rights) in or to (a) the Service or the Absolute Technology, or (b) any other property or Intellectual Property Rights of Absolute, its Authorized Third Parties or their respective licensors, is transferred to you. Additionally, you confirm that any copies of the Absolute Technology you make will contain the same proprietary notices, which appear on and in the Absolute Technology, and you agree that you will not copy any printed or other tangible materials forming part of the Absolute Technology that is software except as permitted herein. For greater clarity, notwithstanding any provision of the Agreement to the contrary, Absolute, its Authorized Third Parties, and their respective licensors own and retain all title to, ownership of, and all Intellectual Property Rights in, the Service and the Absolute Technology.

**19. Third Party Software and Third Party Databases.** In the course of providing the Service, Absolute may include Third Party Software or provide information to, register your Customer Devices in, and compare your Customer Device information to that contained in Third Party Databases. The access to and use of Third Party Software and Databases is provided to you subject to this Agreement and any separate license agreements that accompany such programs or apply to such databases. Notwithstanding Section 21 or any other provision of this Agreement, access to and use of the Third Party Software and Databases is furnished to you by Absolute on an "as-is" and "as-available" basis and without any representations or warranties of any kind, express or implied. Absolute specifically disclaims any liability arising out of your installation or use of any Third Party Software or Databases.

**20. Confidential Information.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind but in no case with less than reasonable care. Each receiving party will limit access to the other party's Confidential Information to those employees and consultants of the receiving party who have a need to know such information. Except as set out in this Agreement, no party grants to the other any right, title or interest (including any Intellectual Property Rights) in or to its Confidential Information. The obligations of confidentiality set out in this Section 20 will not apply in respect of uses or disclosures of Confidential Information where (a) the owner consents in writing, (b) disclosure is required to comply with any Applicable Laws or judicial order, or (c) a party can establish with documentary evidence that, other than as a result of a breach of this Agreement, the Confidential Information (i) is available in the public domain, (ii) was disclosed to it by a third party without violating confidentiality obligations, or (iii) was already known by it or was subsequently developed by it without any use of Confidential Information. Notwithstanding any of the foregoing, if the parties have executed a separate confidentiality agreement prior to the date of this Agreement, the provisions of such separate confidentiality agreement will govern to the extent of any necessary inconsistency or conflict with this Section.

**21. Absolute Limited Warranty.** Except with respect to the use by you of the Service or the Absolute Technology on an evaluation basis (in which case Absolute disclaims all representations and warranties whatsoever, whether express or implied), Absolute represents and warrants to you only that (a) Absolute owns or otherwise has the right (including all Intellectual Property Rights) to license the Service and the Absolute Technology to you under this Agreement; and (b) during the Service Term, the Absolute Technology will function substantially in accordance with the applicable Product Documentation.

**22. Exclusions of Warranty.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 21, AND FURTHER EXCEPT TO THE EXTENT EXPRESSLY PROVIDED BY AN APPLICABLE SERVICE GUARANTEE IN THIS AGREEMENT, YOU ACKNOWLEDGE THAT THE SERVICE AND THE ABSOLUTE TECHNOLOGY IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND ABSOLUTE, ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS AUTHORIZED THIRD PARTIES, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE AND THE ABSOLUTE TECHNOLOGY, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ABSOLUTE DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES (A) WITH RESPECT TO ITS ABILITY TO RECOVER, TRACK, LOCK OR REMOTELY DELETE DATA FROM ANY CUSTOMER DEVICE, OR ITS ABILITY TO CORRECTLY DETECT, IDENTIFY, LOCATE OR REPORT ON ALL DESIRED DATA IN CONNECTION WITH ANY CUSTOMER DEVICE, (B) THAT DATA ACCESSED, OR THE ALGORITHMS USED IN THE SERVICE, WILL BE ACCURATE, COMPLETE OR PROPERLY CATEGORIZED, OR (C) THAT THE ABSOLUTE TECHNOLOGY OR THE SERVICE WILL SATISFY YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. WHILE ABSOLUTE HAS MADE REASONABLE EFFORTS TO ENSURE THAT THE SERVICE AND THE ABSOLUTE TECHNOLOGY ALL WORK WITH CERTAIN OPERATING SYSTEMS AND APPLICATION SOFTWARE, ABSOLUTE CANNOT AND DOES NOT CHECK EVERY POSSIBLE COMBINATION OF EQUIPMENT OR SOFTWARE AVAILABLE OR THAT IS SUBSEQUENTLY INSTALLED OR USED BY YOU. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ABSOLUTE TECHNOLOGY AND THE RELATED SERVICE, OTHER THAN AS SPECIFICALLY SET FORTH IN THE SERVICE GUARANTEE AND IN THE WARRANTIES SET OUT IN SECTION 21. TO THE EXTENT THAT THE JURISDICTION IN WHICH YOU RESIDE OR TO WHICH ABSOLUTE DELIVERS THE SERVICE DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, THE LIMITATIONS OR EXCLUSIONS SET OUT IN THIS SECTION 22 MAY NOT APPLY TO YOU IN SUCH A JURISDICTION AND ANY IMPLIED WARRANTIES RELATING TO THE SOFTWARE OR SERVICE ARE LIMITED TO THIRTY (30) DAYS FROM THE COMMENCEMENT OF THE APPLICABLE SERVICE TERM. THESE IMPLIED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF YOU ARE A MANAGED SERVICES PROVIDER, THE REPRESENTATIONS AND WARRANTIES SET OUT IN SECTION 21 ARE PROVIDED ONLY TO YOU; ABSOLUTE PROVIDES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER TO YOUR CUSTOMERS.

**23. Exclusive Remedies.** If Absolute is in material breach of any of the representations and warranties in Section 21, subject to any applicable Service Guarantee, your exclusive remedies, and Absolute's sole obligations to you, will be as follows:

(a) if there is a material breach of the warranty set forth in item (a) of Section 21, Absolute may, at its option and expense, (i) obtain a license permitting you to continue to use the Service or the Absolute Technology (as the case may be), (ii) replace or modify the Service or the Absolute Technology so that there is no breach, or (iii) if Absolute does not consider (i) or (ii) to be commercially feasible, terminate this Agreement with no further liability to you except for a pro-rated refund of the fees paid by you under this Agreement representing the remainder of the unused Service Term; and

if there is a material breach of the warranty set forth in item (b) of Section 21, and provided you notify Absolute of the specific non-conformance within the applicable Service Term, Absolute will, at its option and expense, (i) modify the Service or the Absolute Technology to conform to the Product Documentation, (ii) provide a reasonable workaround solution that will reasonably meet your requirements, or (iii) if Absolute does not consider either (i) or (ii) to be commercially feasible, Absolute may terminate this Agreement with no further liability to you except for a pro-rated refund of the fees paid by you under this Agreement representing the remainder of the unused Service Term.

**24. Your Technical Environment.** You acknowledge that in order to use certain features of the Service, you must independently provide the Technical Environment at your own cost and expense, including without limitation Absolute Technology-compatible operating systems for all editions of the Service and the minimum Technical Environment requirements pursuant to the applicable Product Documentation. Absolute does not have any obligation to support any elements of the Technical Environment. You acknowledge that use of the Absolute Technology may require certain licenses for Technical Environment software in order for the Absolute Technology to be functional.

**25. Your Indemnifications of Absolute.** You hereby agree to indemnify and save harmless the Absolute Entities from and against all Claims and Losses in any way incurred by any Absolute Entities:

(a) in respect of any Proceedings to which the Absolute Entity is made a party in connection with or arising out of (i) your use of the Service or any action authorized by you or your designated Security Administrator that is carried out by you or the applicable Absolute Entity or (ii) as a result of your actions, misuse of the Absolute Technology, non-compliance with the terms herein or failure to operate the Absolute Technology in accordance with the Product Documentation or Security Authorization Form;

(b) in respect of any Proceedings to which the Absolute Entity is made a party in connection with or arising out of your failure to remove the Absolute Technology from a Customer Device;

(c) in connection with or arising out of your use of the Service in violation of any Applicable Laws, including without limitation any applicable employment, data protection or privacy laws or regulations;

(d) arising from or in connection with any unauthorized use of the Technical Environment or failure of your Technical Environment; and

(e) in respect of any Proceedings to which the Absolute Entity is made a party in connection with or arising out of false or misleading information submitted by or on behalf of you in connection with the theft or loss of your Customer Device(s).

**26. Absolute's Indemnification of You.** Subject to Sections 27 and 28, and provided that you are using the then-current release or the immediately prior release of the Service and the Absolute Technology available from Absolute in accordance with the terms of this Agreement and the Product



Documentation, Absolute hereby agrees to indemnify and save the Customer Indemnified Parties harmless from and against all Claims and Losses in any way incurred by a Customer Indemnified Party in respect of any Proceedings to which the Customer Indemnified Party is made a party by reason of or in connection with or arising out of any allegation that your use of the Absolute Technology as permitted by this Agreement infringes any Intellectual Property Rights that are enforceable in Canada, the United States, or the jurisdiction to which Absolute directs your Service, provided that if such Intellectual Property Rights relate to a business methods patent, this indemnity shall only apply in respect of infringements of which Absolute is actually aware at the time of the infringement.

**27. Absolute's Rights on Indemnity.** If legal action arises or if Absolute believes that the use of Absolute Technology is likely to be subject to legal action for which Absolute has an indemnity obligation under Section 26, Absolute may, at its option and expense, (i) obtain a license permitting you to continue to use the Service and the Absolute Technology, (ii) replace or modify the Absolute Technology so that it is no longer infringing, or (iii) if Absolute does not consider (i) or (ii) to be commercially feasible, terminate this Agreement with no further liability to you except for a pro-rated refund of the fees paid by you under this Agreement representing the remainder of the unused Service Term.

**28. Limitations of Indemnity.** Notwithstanding Section 26, Absolute will not be required to defend or indemnify any Customer Indemnified Party to the extent that, the Claims and Losses or legal action, as the case may be arose from (a) your combination of the Service or Absolute Technology with software, services or products not supplied by Absolute, (b) your use of the Absolute Technology contrary to the Product Documentation, (c) any repair or modification to the Absolute Technology carried out by you or any third party other than an Authorized Third Party, (d) any breach by you of any provision of this Agreement, or (e) any refusal by you to install and use a non-infringing version of the Service and the Absolute Technology offered by Absolute under Sections 23 or 27.

**29. Notice of Legal Action.** A party indemnified under the specific provisions of this Agreement (a) will give prompt written notice of any legal action to the indemnifying party, not more than thirty (30) days after its first knowledge of that legal action, whether actually initiated or threatened, (b) will give to the indemnifying party the sole control of the defence of any legal action, (c) will, at the indemnified party's cost, give the indemnifying party any assistance that the indemnifying party may reasonably request to defend or settle any legal action, and (d) will not settle or compromise any legal action without the express prior written consent of the indemnifying party. Any indemnified party's material failure to comply with this Section 29 will relieve the indemnifying party of its obligation to defend and indemnify the indemnified party.

**30. Disclaimers and Limitations of Liability.** NONE OF ABSOLUTE, ITS AFFILIATES OR THE AUTHORIZED THIRD PARTIES WILL BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL CLAIMS AND LOSSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR COMPUTER TIME, LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY WHATSOEVER (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF ABSOLUTE HAS BEEN INFORMED OF THE POSSIBILITY THEREOF AND EVEN IF ABSOLUTE COULD HAVE REASONABLY FORESEEN THEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH A CASE, ABSOLUTE'S LIABILITY TO YOU IS LIMITED TO THE AMOUNT OF SERVICE FEES ACTUALLY PAID BY YOU ATTRIBUTABLE, ON A PRO-RATED BASIS, TO THE PRECEDING TWELVE (12) MONTHS OF THE APPLICABLE SERVICE TERM(S). THE AGGREGATE LIABILITY OF ABSOLUTE, ITS AFFILIATES AND ITS AUTHORIZED THIRD PARTIES FOR ANY AND ALL DIRECT CLAIMS AND LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT (EXCLUDING ABSOLUTE'S LIABILITY TO YOU UNDER SECTION 20) WILL NOT EXCEED THE AMOUNT OF THE SERVICE FEES ACTUALLY PAID BY YOU ATTRIBUTABLE, ON A PRO-RATED BASIS, TO THE PRECEDING TWELVE (12) MONTHS OF THE APPLICABLE SERVICE TERM(S). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ABSOLUTE EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE, WHETHER DIRECT OR INDIRECT, CAUSED BY YOUR LAUNCH OR USE OF A SERVICE FEATURE. BY AUTHORIZING A FEATURE OR OPERATION OF THE SERVICE, YOU ARE HEREBY RELEASING ABSOLUTE AND THE ABSOLUTE ENTITIES FROM ANY CLAIMS AND LOSSES ASSOCIATED WITH THE USE OR LAUNCH OF SUCH FEATURE (INCLUDING ANY UNSUCCESSFUL CANCELLATION OF THE LAUNCH OF A FEATURE, OPERATION OR PROCESS). THE PARTIES CONFIRM THAT NO AMOUNT OF FEES PAID, IF ANY, ARE ATTRIBUTABLE TO ANY EVALUATION PERIOD. REAL TIME LOCATION DATA AND OTHER DATA ACCESSED VIA THIS APPLICATION MAY BE INACCURATE OR INCOMPLETE. LICENSEE'S USE OF THIS APPLICATION IS AT ITS SOLE RISK. IF YOU ARE A MANAGED SERVICES PROVIDER, ABSOLUTE SHALL HAVE NO LIABILITY WHATSOEVER TO YOUR CUSTOMERS, AND ABSOLUTE SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR CLAIMS OR LOSSES BROUGHT OR SUFFERED BY YOUR CUSTOMERS, IN RELATION TO THE PROVISION OF THE SERVICE OR THE ABSOLUTE TECHNOLOGY.

**31. Severability.** If any term or provision of this Agreement will be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**32. Injunctive Relief.** Each party acknowledges and agrees that a breach by it of the provisions of this Agreement relating to Confidential Information, Intellectual Property Rights, or restrictive obligations may result in immediate and irreparable harm to the other party for which compensation would be an inadequate remedy. Accordingly, each party acknowledges and agrees that the other party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief to prevent or remedy such conduct from any court of appropriate jurisdiction.

**33. Waiver.** Either party's failure to exercise a right available to it by reason of the other party's breach will be taken as an isolated instance and will not be deemed to be a permanent waiver of such right.

**34. Force Majeure.** Absolute will not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrections, fires, floods, storms, explosions, earthquakes, other natural disasters, outage or malfunction of telecommunications services, war, governmental action, or any similar cause that is beyond its reasonable control.

**35. Notice.** Any notice, request, authorization, direction, form or other communication to you from Absolute or to Absolute from you under this Agreement will be given in writing and be delivered to the intended recipient by e-mail as follows: (a) in your case, to the e-mail address you specified when you installed and/or registered for the Service and (b) in Absolute's case, to the contact coordinates expressly set out in the relevant Section of

this Agreement or Online via Global Support or the Absolute Console, and, if not so set out, to the attention of Absolute's Legal Department at the following address: c/o Absolute Software Corporation, Suite 1400, Four Bentall Centre, 1055 Dunsmuir Street, Vancouver, BC, Canada V7X 1K8 (e-mail: LegalNotices@absolute.com, fax: 604-730-2621). Notices by email will be deemed given and received on the transmission date of the e-mail.

**36. Interpretation.** In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or amplify the provisions hereof, (b) a reference to a "Section" is to a numbered or lettered section of this Agreement, (c) the word "including", when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as "without limitation" or "but not limited to") and the word "or", when connecting two or more matters, will not imply an exclusive relationship between the matters, (d) a reference to a "person" or "entity" means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or governmental authority or trustee, executor, administrator or other legal representative, including any successor to that person, (e) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa, (f) words, phrases and acronyms not otherwise defined herein that have a meaning commonly understood and accepted by persons familiar with the Internet and computing services professionals will be interpreted and understood to have that meaning herein, (g) all references to currency mean currency of the United States of America except where otherwise indicated, (h) in the event of any necessary conflict or inconsistency between the terms of this Agreement and the terms of any Schedule hereto or Order, the terms of this Agreement will prevail to the extent necessary to resolve such conflict or inconsistency and (i) the words "purchase" and "purchased" include licenses granted to you by Absolute at no financial cost to you, provided that your use of the Absolute Technology is in accordance with the terms on which Absolute granted you a no cost license.

**37. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of British Columbia without reference to its principles of conflict of laws and the courts of such applicable countries or regions will have exclusive jurisdiction over disputes as described therein. In any such proceedings, each of the parties hereby knowingly and willingly waives and surrenders such party's right to trial by jury and agrees that such litigation shall be tried by a judge sitting alone as the trier of both fact and law, in a bench trial, without a jury. The parties agree that this Agreement shall not be governed by any codification of Article 2, 2A or 2B of the Uniform Commercial Code or any reference to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA).

**38. Export Control.** You will not knowingly export or re-export, directly or indirectly, any product, including software, received from Absolute or any Authorized Third Party under this Agreement or any direct product of such product to any destination to which such export or re-export is restricted or prohibited by Applicable Laws, without obtaining prior written authorization from the competent government authorities as required by those laws. Absolute, on behalf of itself and the Absolute Entities, makes no representation that the Service is appropriate or available for use in any specific country or region. You are not using and will not use any of the Absolute Technology, nor any information acquired through the use of the Service, for military or quasi-military projects, unless specifically authorized by the United States, Canadian or Australian government or the appropriate European body for such purposes. Note that Software containing encryption may be subject to additional restrictions.

**39. Entire Agreement.** This Agreement, together with the applicable Schedules hereto, constitutes the entire agreement between us pertaining to the matters herein set forth and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. Neither you nor Absolute will be bound or charged with, and neither you nor Absolute has relied upon, any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or explicitly referred to herein. This Agreement may not be modified or amended except pursuant to Section 41 or by written amendment signed by both parties.

**40. Translations.** Where Absolute has provided you with a translation of the English language version of this Agreement, then you agree that the translation is provided for your convenience only and that the English language version of this Agreement will govern your relationship with Absolute. If there is any conflict, contradiction or inconsistency between the English language version of this Agreement and any translation, the English language version shall take precedence to the extent necessary to resolve it.

**41. Amendments.** You agree that Absolute may change this Agreement at any time without notice, but if Absolute makes a material change to this Agreement, it will notify you Online at least thirty (30) days before the change takes place. You are responsible for regularly checking Online for changes to this Agreement. If you do not agree to any change, you must cancel and stop using the Service before the change takes place. If you do not stop using the Service, your continued use will be deemed to be acceptance of the change.

**42. Assignment; Change in Control.** This Agreement may not be assigned by you without the prior written approval of Absolute, but may be assigned without your consent by Absolute to (i) an Affiliate of Absolute, (ii) an acquirer of all or substantially all of Absolute's assets, or (iii) Absolute's successor by merger, amalgamation, wind-up or other similar corporate reorganization. Any purported assignment in violation of this Section will be void. If there occurs any actual or proposed change in control of you that results or would result in a direct competitor of Absolute directly or indirectly owning or controlling 50% or more of you, Absolute may terminate this Agreement for cause immediately upon written notice and will have no obligation for any refund of fees in connection therewith.

**43. Survival.** Without limiting the applicability of other terms and conditions of this Agreement, the terms of this Agreement that, by their nature, are intended to survive any purported or actual termination or expiry of this Agreement shall so survive, including Sections 2, 7(b), 8, 11, 12, 14, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, and 31 through 43 (inclusive), and all additional terms and conditions necessary for the correct interpretation of the foregoing.

## SCHEDULE I

### DEFINITIONS

**"Absolute Console"** means the website available to customers Online where customers can create an account and manage their devices.

**"Absolute Kiosk Web Theft Management Application"** means a type of Client Software installed in a Chromebook post-theft that communicates with Absolute's Monitoring Center to transmit data required for Absolute to perform post-theft investigative services via the Chromebook's connection to the Internet.

**"Absolute Entities"** means, collectively, Absolute, all its Affiliates, Absolute's Authorized Third Parties, and their respective directors, officers, employees, consultants, agents, suppliers and distributors.

**"Absolute Technology"** means all of Absolute's proprietary technology and processes made available to you by Absolute in the course of providing the Service, including the Absolute Resilience, Absolute Control and Absolute Visibility technologies (formerly known as Absolute DDS, Absolute Data & Device Security or Computrace), Mobile Theft Management® technology, LoJack for Laptops® technology, Absolute Data Protect technology, Endpoint Data Discovery technology, Application Persistence technology, Absolute Reach technology, Client Software, the Agent, the Content and other online, offline or client software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information.

**"Affiliate"** of a party means any present or future entity that, directly or indirectly including through one or more intermediaries, controls, is controlled by or is under common control of or with such party, and for the purposes of this Agreement, such control exists where (a) securities of one entity to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the entity are held, other than by way of a security interest only, by or for the benefit of the other entity and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the other entity, or (b) one entity has the ability through contract or otherwise to direct the affairs of the other entity.

**"Agent"** is a type of Client Software installed in the Customer Device that communicates with Absolute's Monitoring Center to transmit data required for Absolute to perform the Service via the Customer Device's Internet connection or direct dial modem, and includes the Absolute Agent, LoJack for Laptops® Agent and Absolute Data Protect Agent.

**"Android"** means the Android™ mobile technology platform provided by Google Inc.

**"Applicable Laws"** includes all federal, provincial, local, state, national and foreign laws, treaties and regulations applicable to you, the place to where Absolute directs the Service, or Absolute, including those related to data privacy, international communications and the transmission or interception of technical or personal data.

**"Authorized Third Parties"** are those third parties explicitly authorized by Absolute.

**"Chromebook"** means the product of the same name provided by Google Inc. or its manufacturing partners.

**"Chrome OS"** means the operating system applicable to Chromebooks.

**"Chrome OS App"** is a type of Client Software installed in a Chromebook that communicates with Absolute's Monitoring Center.

**"Chrome Sync Service"** refers to the application in the Google Management Console that syncs devices that utilize Chrome OS.

**"Claims and Losses"** means any and all liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever.

**"Client Software"** means any offline or client software components of the Absolute Technology, including without limitation the Agent, the iOS App, the Chrome OS App and all Updates and Upgrades (if agreed to be provided to you in your Orders) thereto.

**"Confidential Information"**, for which there is a "disclosing party" (from or on behalf of whom Confidential Information is disclosed) and a "receiving party" (to whom Confidential Information is disclosed) means any information that the receiving party knows or has reason to know is the confidential or proprietary information of the disclosing party including, without limitation, the following information: technical and business information relating to inventions or products, research and development information, production manufacturing and engineering processes, costs, profit or margin information, employee skills and salaries, finances, customers, marketing, and production and future business plans.

**"Content"** means the audio and visual information, documents (including the Product Documentation), software, products, services and other materials contained or made available to you by Absolute in the course of using the Service.

**"Customer Device"** means the unique and specific customer computing device for which you have (a) installed the Client Software on the computing device, and (b) ensured the registration of the computing device and the ESN, and for greater certainty a Customer Device may only be a computing or Internet-enabled device expressly supported by Absolute.

**"Customer Indemnified Parties"** means you and your Affiliates, directors, officers, employees, consultants and agents.

**"Data Delete Operation"** means an operation launched by you by which you remotely permanently delete all or some of the data, software, and possibly the operating system, from a Customer Device.

**“Data Processing Addendum”** means Absolute’s form of Data Processing Addendum applicable to the processing of personal data that is subject to Regulation 2016/679 of the European Parliament, known as GDPR, which is attached to this Agreement as Appendix “D”.

**“Deliverables”** means the deliverables to be delivered in accordance with a Professional Services Statement of Work or in accordance with a fixed, standard package of Professional Services.

**“Device Identity Tag”** means an attachable tag provided by Absolute that provides visible information that the Customer Device it is attached to is protected by Absolute and which provides a method for contacting Absolute to facilitate the return of a Customer Device.

**“Device Theft Investigation and Recovery”** means Absolute’s standard device recovery services feature, as may be revised from time to time by Absolute.

**“Endpoint Data Discovery”** means Absolute’s endpoint data discovery and reporting service feature, as may be revised or updated from time to time by Absolute.

**“ESN”** means the serial number electronically assigned to a Customer Device, which may include some or all of the unique physical serial number of the Customer Device.

**“Forced Re-Enrollment Feature”** refers to the device setting in Chromebooks that allows administrators to force devices to be re-enrolled to their original Google administrator’s console, even after a device is wiped.

**“Global Support”** means the customer support options from time to time available Online by clicking on the “Support” link.

**“Google Management Console”** means the web-based management console available from Google Inc. for managing Chromebooks.

**“Incident Date”** means the first date on which you became aware of the loss or theft, or could reasonably be expected to discover the loss or theft, of a Customer Device.

**“Incident Report Date”** means the date of actual receipt by Absolute of a fully-completed Investigation Report (including details of the Official Report and for iPads, iPad minis and Chromebooks, the serial number of the device).

**“Intel AT”** means Intel® Anti-Theft Technology, which includes a locking solution that enables locking of a device at the chip level upon activation by the end user.

**“Intellectual Property Rights”** means any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing.

**“Investigation Report”** means the form provided by Absolute and available to you either by (a) logging into your applicable customer account Online, or (b) requesting the form to be mailed to you by using the contact information available through Global Support. If you are a Managed Services Provider, the Investigation Report must be completed and submitted to Absolute by you, not by your customer.

**“iOS App”** is a type of Client Software installed in an iPad or iPad mini that communicates with Absolute’s Monitoring Center.

**“iPad”** and **“iPad mini”** mean the products of the same name provided by Apple Inc.

**“Locking Operation”** means an operation launched by you, or automatically by the Absolute Technology or your Customer Device, by which your Customer Device is locked or “bricked”, or by which your Customer Device is frozen or access to your Customer Device is limited, encrypted or restricted, without further authentication, whether such feature works in conjunction with technology built into the Customer Device and the Absolute Technology or in conjunction with the Absolute Technology alone.

**“Managed Services Provider”** means an entity who manages IT services and/or computing devices on behalf of its customers, and who intends to provide the Absolute Technology and the Service to its customers as part of its managed services business.

**“Monitoring Center”** means the monitoring center, websites and portals available Online and maintained and operated by Absolute to communicate with the Client Software or to facilitate the submission of Investigation Reports and other information in connection with Absolute’s provision of the Service.

**“Official Report”** means an official police report or any other form required by the law enforcement authority required to report the theft or loss of your device.

**“Online”** means online, as updated from time to time by Absolute, through Absolute’s website located at <http://www.absolute.com> and <http://www.lockforlaptops.com>, as the case may be, or such other location as may be notified by Absolute to you from time to time.

**“OPoP”** means your original or deemed proof of purchase price (before taxes and excluding accessories and software) as it relates to the Service Guarantee.

**“Order”** means the initial or any subsequent subscription for the Service submitted Online or in written form to Absolute, the applicable Absolute Affiliate, original equipment manufacturer or authorized Absolute reseller for your country or region specifying, among other things, the number of Customer Devices and their Service Term, the specific edition of the Service subscribed for, the applicable fees, pricing and payment details, subject to Section 10.

**“Post-Incident Data”** means data generated by the Customer Device or obtained from third parties after the loss of a Customer Device and during a theft recovery, including data created and stored by users having possession of or access to the Customer Device after its loss, data that is accessed or modified by such users and data collected and stored by Apple Inc. or Google Inc. Post-Incident Data includes, without limitation, information obtained by Absolute and its Authorized Third Parties by utilizing any and all of its theft recovery tools in order to recover the Customer Device(s) to the extent permitted by Applicable Laws.

**“Privacy Policy”** means Absolute’s privacy policy available Online at [www.absolute.com](http://www.absolute.com).

**“Proceedings”** means any actual or threatened civil, criminal or administrative action or proceedings.

**“Product Documentation”** means the end user manual and other documentation (including print and Online), if any, applicable to the Service you have purchased.

**“Professional Services”** means the services we agree to provide to you, more particularly described in a signed Statement of Work between you and Absolute or an Absolute authorized reseller, and may also include Training Services.

**“Rapid Response”** means a time-sensitive component of the theft management program for iPads, iPad minis and Chromebooks which allows Absolute to access certain additional forensic data about a Customer Device which may be available to Absolute for only a brief period following a theft.

**“Recover”, “Recovered” or “Recovery”** means the Customer Device has been located and returned to you, or is in the process of being delivered to you, or is either in possession of, or in the process of being collected by or actively tracked by, law enforcement.

**“Restricted Loss”** means the theft or loss of a Customer Device where any of the following is true:

- (a) the theft or loss was materially facilitated by your criminal acts, gross negligence or wilful misconduct when securing the Customer Device in question, or the repeated theft or loss of Customer Devices demonstrates a pattern of any such criminal, negligent or wilful activity,
- (b) the law enforcement authority in the jurisdiction in which the Customer Device went missing does not consider the theft or loss to be a criminal act,
- (c) the theft or loss of your Customer Device was intentional, or was part of a Theft Detection Program, or you fail to fully complete the Investigation Report form,
- (d) if the Customer Device is an iPad, iPad mini or Chromebook, the theft or loss of a Customer Device which did not have a Device Identity Tag attached,
- (e) if the Customer Device is a Chromebook, you have not purchased the Google Management Console and used it on the Customer Device to deploy the Absolute Kiosk Web Theft Management Application,
- (f) if the Customer Device is a Chromebook, you have not upgraded the Customer Device to a version that is capable of supporting Google’s Forced Re-Enrollment Feature for the edition of the Service purchased by you and enabled Google’s Forced Re-Enrollment Feature within thirty (30) days of it becoming available, or
- (g) the Client Software included in your edition of the Service was not installed or not activated on the Customer Device prior to the Incident Date.

**“smartphone”** means a handheld mobile computing device having a screen size measuring under six inches on the diagonal.

**“Security Administrator”** means a person whom you have authorized to launch a feature or operation on a Customer Device and who (i) has been previously identified as such in a Security Authorization Form, (ii) where applicable, possesses the RSA SecurID® key-chain token required to launch a feature, and (iii) you have given administrator level login privileges to the Absolute Console.

**“Service”** means any of the specific editions of Absolute’s online computer security and tracking, mobile theft management service for iOS or Chrome OS, endpoint data discovery and reporting service, or other services identified during the ordering process, developed, operated, and maintained by Absolute, accessible Online, or ancillary online or offline products and services provided to you by Absolute (excluding Professional Services), to which you are being granted access under this Agreement.

**“Service Guarantee”** means a limited warranty for Absolute’s Device Theft Investigation and Recovery services.

**“Service Term”** means the period of time beginning on the date you purchased the Service and ending upon completion of such period as is indicated in the applicable Order. A Service Term cannot exceed five (5) years. If you renew the Service, the renewal Service Term will be the period of time beginning on the date you renewed the Service and ending upon completion of such period, as is indicated in the applicable Order.

**“Statement of Work”** means any written document dated and signed by you and Absolute that specifies the Professional Services (including the Deliverables) to be delivered by Absolute to you.

**“System Problems”** means problems associated with third-party products or causes or your Technical Environment or data.

“**tablet**” means a handheld mobile computing device having a screen size measuring six inches or more on the diagonal.

“**Technical Environment**” means certain third party hardware, operating system and software components.

“**Theft Detection Program**” means any intentional loss or investigative program or operation, instigated, orchestrated, contributed to or carried out by you with or without the assistance of law enforcement, where the purpose of such operation in whole or in part is to attract theft or loss for the purpose of identifying or apprehending thieves or other wrongdoers.

“**Theft Prevention Program**” means the target hardening, deterrence and theft and loss prevention and mitigation program established by Absolute, as amended from time to time, and includes the attachment of a Device Identity Tag provided by Absolute to each Customer Device by You, an internal awareness campaign for the education of end users, and other theft and loss prevention activities established by Absolute from time to time.

“**Theft Recovery Territory**” means any region or country, except where:

(a) Online, Absolute has indicated such region or country as being excluded, or

(b) in Absolute’s sole discretion, such region or country is not a region or country in which (i) the culture, customs and actual governance include an adherence to the rule of law, (ii) there are presently governmental resources that are reasonably required to enforce the laws therein, (iii) the infrastructure supports unimpeded transmission of the data required for tracking and recovery purposes, (iv) tracking and investigative activities are not prohibited by Applicable Laws, and (v) in the case of the Customer Device moving between multiple jurisdictions, the policing bodies of both jurisdictions collaborate in the enforcement of their respective property laws.

“**Third Party Databases**” means asset identification and theft prevention databases owned and operated by third parties that may be delivered or made available to you as part of the Services, including law enforcement databases, pawn shop databases, and other registration and status confirmation databases intended to facilitate the identification of the owner of physical assets and the legal status of such physical assets.

“**Third Party Software**” means programs owned by third parties that may be delivered or made available to you as part of the Services, including those listed as third party software Online.

“**Training Services**” mean training services offered by Absolute from time to time through per-seat, pre-paid sums known as “training credits”, which may be purchased from Absolute and which expire after a period of time.

“**Update**” means a release of the Absolute Technology that includes a feature change, minor increased functionality or minor improvements (including bug fixes) to the Absolute Technology.

“**Upgrade**” means a release of the Absolute Technology that includes an additional service feature or significant improvements being added to the Absolute Technology, and, typically, Upgrades will be those designated by Absolute as a change in the version number, being the number to the left of the decimal point in the Absolute Technology version number.

**APPENDIX "A"**  
**DEVICE THEFT INVESTIGATION AND RECOVERY SERVICES**

If your purchased Service edition includes a Device Theft Investigation and Recovery feature, you acknowledge that Absolute relies upon law enforcement cooperation to carry out Recoveries, and that applicable law enforcement agencies may require your attendance in any criminal proceeding arising from the Investigation Report. In addition, you hereby agree to the following terms and conditions which shall form part of this Agreement:

1. **Consent.** You hereby consent, instruct, permit and authorize Absolute and its Authorized Third Parties coordinating with local law enforcement officials to recover your Customer Device, and, by filing an Investigation Report in respect of the loss or theft of a Customer Device, you authorize and permit Absolute and its Authorized Third Parties to (i) access and collect any information about the Customer Device held by third parties, including by accessing your Apple Inc. or Google Inc. account to obtain information relating to the Customer Device and you agree to facilitate access to such information by Absolute; (ii) in Absolute's discretion, initiate, activate, de-activate or cancel Locking Operations, if available, in order to assist with the theft recovery process, (iii) access Post-Incident Data on the Customer Device or in the control of third parties solely for the purpose of performing the theft recovery, where any such Post-Incident Data will be stored on a secure server and will only be divulged to police investigators or official prosecutors involved in the investigation or prosecution of the criminal offence related to the loss of the Customer Device, and (iv) transfer any data gathered in the course of a theft recovery (including Post-Incident Data) to the applicable criminal justice system, including law enforcement personnel, prosecutors and courts, and acknowledge that such data in connection with a theft recovery will be made available to you only at the discretion of these criminal justice system entities. If you are a Managed Services Provider, you must obtain the consent, instruction, permission and authorization from your customers for Absolute and its Authorized Third Parties to do the foregoing.
2. **No Theft Recovery Outside of Territory.** The Device Theft Investigation and Recovery feature is available only in the Theft Recovery Territory. If the contact from the Customer Device after the Incident Report Date (as set out below) originates from outside of the Theft Recovery Territory, the Device Theft Investigation and Recovery feature is no longer available and is replaced by the Data Delete Operation or Locking Operation, and a successful launch of a Data Delete Operation or Locking Operation (of any type) or your decision not to launch a Data Delete Operation or Locking Operation fulfills any applicable theft recovery obligation and Service Guarantee.
3. **Use of Recovered Information.** You acknowledge and agree that information or data recovered from the Customer Device and relevant to the Recovery of the Customer Device may be disclosed to Absolute theft recovery personnel, Authorized Third Parties or the applicable law enforcement officials without further notification or consent. If you are a Managed Services Provider, you must obtain the acknowledgement and agreement from your customers to the foregoing.
4. **Obligations for Theft Recovery.** Upon your activation of the Device Theft Investigation and Recovery feature in accordance with this Agreement, Absolute or its Authorized Third Parties will use commercially reasonable efforts to locate and Recover the missing Customer Device and you agree to fully cooperate with such efforts. If you have purchased a Service with a limited Device Theft Investigation and Recovery feature, the pursuit of any theft recovery to the limits of that particular limited Device Theft Investigation and Recovery feature will fulfill any applicable obligation of Absolute, including any Service Guarantee. From time to time you will be informed of the status of the effort to Recover your Customer Device through e-mail or online through the Absolute Console. You agree that Absolute's obligation to locate and Recover the missing Customer Device is limited to the number of hours of investigative services included with the Device Theft Investigation and Recovery service you purchased. You further agree that Absolute will only have an obligation to actively pursue a theft recovery for a period of one year from the Incident Report Date (as set out below) or the date upon which you execute a Data Delete Operation or Locking Operation, whichever is earlier.
5. **Rapid Response for iOS or Chrome OS.** If your missing or stolen Customer Device is an iPad, iPad mini or Chromebook, you must participate in Absolute's Rapid Response theft management program. You agree to provide as much information as possible as soon as possible to Absolute, including the serial number of the Customer Device, a partially completed Investigation Report and any other information that Absolute may reasonably require to facilitate a Rapid Response. You acknowledge that the Rapid Response program may be effective for only a brief period after the Incident Date and you agree to attempt to provide the Rapid Response information immediately upon discovery of the theft or loss. You agree to follow up with a fully completed Investigation Report within the time required by section 6 below.
6. **Theft Recovery Activation.** You acknowledge that Absolute's chances of Recovery increase as the Incident Report Date gets closer to the Incident Date. Accordingly, in order to activate the Device Theft Investigation and Recovery feature, you must as quickly as possible but in any event no later than fourteen (14) days after the Incident Date, you must
  - (a) report the Customer Device as missing or stolen to the law enforcement authority in the jurisdiction in which the Customer Device was missing or stolen by completing and submitting an Official Report to such authority;
  - (b) obtain a record or identifying number (such as the police or other file number) of the Official Report, and at the request of Absolute a copy of the Official Report; and
  - (c) duly complete and submit an Investigation Report to Absolute, ensuring that such Investigation Report contains such details of the Official Report as are required by Absolute.
7. **Absolute Must Receive All Materials.** For the purposes of this Agreement, the date of actual receipt by Absolute of a fully-completed Investigation Report (including details of the Official Report) will be considered the Incident Report Date.
8. **Limitations.** Despite any Device Theft Investigation and Recovery feature or Service Guarantee available to you through the Service, you acknowledge and agree that Absolute's or any Authorized Third Party's obligation and ability to successfully Recover any Customer Device will be substantially and materially reduced if, and Absolute provides no Service Guarantee if:
  - (a) the theft or loss of your Customer Device is a Restricted Loss;
  - (b) the Customer Device is a device that is not capable of supporting persistence for the edition of the Service purchased by you or on which persistence was not enabled at the time of the loss or theft, and is not an iPad, iPad mini or a Chromebook. Persistence is not required for iPads or iPads minis. Persistence is also not currently required for Chromebooks; however, if your Customer Device is a Chromebook, and if a version of Chrome OS becomes available that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Service purchased by you, within thirty (30) days of such version becoming available you must have upgraded the Customer Device to that

version and enabled Google's Forced Re-Enrollment Feature; if you fail to do so, the theft or loss of your Customer Device will be a Restricted Loss. A list of devices that are capable of supporting persistence is available from Absolute or Online; or

(c) if the Customer Device is an Android device, you obtained root access to the operating system or "rooted" the Customer Device prior to the time of the loss or theft.

**9. Theft Recovery Preventions and Other Features.** You acknowledge and agree that:

(a) Device Theft Investigation and Recovery features may be limited or unavailable when a Locking Operation has been activated, and if you have activated a Device Theft Investigation and Recovery feature at any time when the timer for a Locking Operation has been started, the theft recovery may be hindered by the expiry of such timer if the applicable Customer Device does not contact the Monitoring Center or is not Recovered before it expires,

(b) by activating the Device Theft Investigation and Recovery feature, you thereby authorize Absolute to reset or remove the timer from such Locking Operation, and in the event you hinder the ability of Absolute to reset or remove the timer, then all applicable obligations and Service Guarantees of Absolute will be deemed satisfied,

(c) Device Theft Investigation and Recovery features may be limited or unavailable when a Data Delete Operation has been launched or activated,

(d) Device Theft Investigation and Recovery features may be ceased by Absolute, and all applicable obligations and Service Guarantees of Absolute will be deemed satisfied, upon the launch of the "Full Data Delete Including the Operating System" feature as described Online and in the Product Documentation,

(e) you may not transfer the Service Term in respect of a Customer Device between the period commencing on the earlier of (i) the Incident Date and (ii) 30 days before the date of theft or loss reported on an Investigation Report, and ending when such Customer Device is returned to your possession or Recovered, and

(f) Recovery of every Customer Device cannot be guaranteed. Without limiting the generality of the foregoing, as Absolute and its Authorized Third Parties will only coordinate Recoveries in a Theft Recovery Territory, no guarantee or warranty is provided with respect to the operation of the Absolute Technology, or the ability to recover a computer using the Absolute Technology, if the computer is located or moved outside of the Theft Recovery Territory.



**APPENDIX "B"**  
**SERVICE GUARANTEE**

If you have purchased an edition of the Service that includes a Service Guarantee, you hereby agree to the following terms and definitions which shall form part of this Agreement:

1. **Service Guarantee Availability.** Service Guarantees are only available in respect of specific editions of the Service; please refer to your Order to determine whether your edition of the Service includes a Service Guarantee. **THIS SERVICE GUARANTEE IS VOID WHERE PROHIBITED BY LAW.**
2. **Service Guarantee Period.** The Service Guarantee Period means the period after the Incident Report Date within which Absolute guarantees that it will either Recover a Customer Device or successfully facilitate the launch of a Locking Operation or a Data Delete Operation (of any type including through a third party technology or service). Your Service Guarantee Period will commence on the Incident Report Date and will end sixty (60) days after the Incident Report Date.
3. **Service Guarantee Territory.** Service Guarantee Territory means the following regions or countries: United States of America, Canada, Australia, the United Kingdom and any other country specifically identified by Absolute Online as a Service Guarantee Territory.
4. **Limitations of Service Guarantees.** YOU ACKNOWLEDGE AND AGREE THAT (I) ANY SERVICE GUARANTEE IS INTENDED AS A PRE-DETERMINED, PRE-AGREED ESTIMATE OF AND LIMIT ON DAMAGES PAYABLE BY ABSOLUTE IN THE CASE OF BREACH BY ABSOLUTE OF THE SPECIFIC LIMITED WARRANTIES ON THE PERFORMANCE OF CERTAIN FEATURES OF THE SERVICE AS DESCRIBED HEREIN, (II) ABSOLUTE HAS HEREBY ADVISED YOU THAT THE LIMITATION OF LIABILITY SET BY ANY SUCH SERVICE GUARANTEE WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN THE PARTIES AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE FOR THE SERVICE, AND (III) ANY SUCH SERVICE GUARANTEE IS NOT AN INSURANCE PRODUCT, AND ABSOLUTE IS IN NO WAY INSURING YOUR CUSTOMER DEVICE AGAINST LOSS OR THEFT. OTHER THAN THROUGH APPLICABLE SERVICE GUARANTEES, AND AS OTHERWISE SET FORTH IN THIS AGREEMENT, ABSOLUTE DOES NOT GUARANTEE, AND MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING, ITS PERFORMANCE OF THE SERVICE WITH RESPECT TO ANY CUSTOMER DEVICE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF ABSOLUTE FOR ANY AND ALL SERVICE GUARANTEE PAYMENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT ON THE DATE ON WHICH ANY SERVICE GUARANTEE PAYMENT BECOMES PAYABLE WILL NOT EXCEED THE PRO RATA PORTION OF THE PURCHASE PRICE ATTRIBUTABLE TO THE THEN REMAINING PORTION OF THE SERVICE TERM (NET OF RETURNS, REBATES, TAXES (SALES, USE AND VALUE ADD), COMMISSIONS AND DISTRIBUTOR OR RESELLER FEES) LESS (A) AN ADMINISTRATION FEE EQUAL TO 15% OF THE PURCHASE PRICE, AND (B) THE CUMULATIVE AMOUNT PREVIOUSLY PAID TO YOU IN RESPECT OF ALL SERVICE GUARANTEE PAYMENTS UNDER THIS AGREEMENT.
5. **Successful Theft Recovery, Locking Operation or Data Delete Operation.** If, within a Service Guarantee Period, a successful theft recovery, or the successful launch of a Locking Operation or Data Delete Operation (of any type) has taken place on the Customer Device in question, the applicable Service Guarantee will be deemed to have been fulfilled and you will not be eligible for a Service Guarantee Payment.
6. **Continued Attempts.** Even if the Service Guarantee Period has expired or a Service Guarantee Payment has been paid, for a maximum of one (1) year from such expiry, Absolute may (in its sole discretion) use commercially reasonable efforts to continue to monitor and attempt Recovery of, or facilitate a successful Data Delete Operation or Locking Operation on, the stolen Customer Device.
7. **Claims for Service Guarantees.** In order to qualify to receive any Service Guarantee Payment, in addition to meeting the conditions set forth in this Agreement that relate specifically to the type of Service Guarantee in question, you must also fully meet the following conditions:
  - (a) the relevant Customer Device must have an active, paid-for Service Term (at the time of its loss or theft) in respect of an edition of the Service that you have purchased which includes a Service Guarantee;
  - (b) the loss of the Customer Device must not have been a Restricted Loss;
  - (c) you must be in full compliance with your obligations under this Agreement including, without limitation, your obligation to submit a fully-completed Investigation Report no later than fourteen (14) days after the Incident Date;
  - (d) the Customer Device must have contacted the Monitoring Center within 90 days before the Incident Date;
  - (e) if the Customer Device is an Android device, the Customer Device must be a device that is capable of supporting persistence for the edition of the Service purchased by you and persistence must have been enabled on the Customer Device at the time of the loss or theft. A list of devices that are capable of supporting persistence is available from Absolute or Online;
  - (f) if the Customer Device is an Android device, you must not have obtained root access to the operating system or "rooted" the Customer Device prior to the time of the loss or theft;
  - (g) if the Customer Device is a Chromebook, and if a version of Chrome OS becomes available that is capable of supporting Google's Forced Re-Enrollment Feature for the edition of the Service purchased by you, within thirty (30) days of such version becoming available you must have upgraded the Customer Device to that version and enabled Google's Forced Re-Enrollment Feature. If you fail to do so, the theft or loss of your Customer Device will be a Restricted Loss;
  - (h) you must not have transferred the Service Term containing the Device Theft Investigation and Recovery feature to the Customer Device in question during the restricted periods set out in Section 9(e) above of Appendix "A";
  - (i) the Customer Device must have been stolen or lost (as determined reasonably by Absolute) from inside of the Service Guarantee Territory,
  - (j) you must not have launched or executed a service or feature on your Customer Device (for example, a Data Delete Operation or a Locking Operation whether launched manually or automatically upon the expiration of a timer) that restricts or disables the ability of your Customer Device to contact the Monitoring Center;

(k) if Intel AT is activated on the Customer Device, you must log into the Absolute Console and elect to de-enroll or de-activate Intel AT for that Customer Device on or before submitting an Investigation Report and the Customer Device must successfully de-enroll or de-activate Intel AT so that Intel AT cannot launch a Locking Operation automatically;

(l) if you have a consumer edition of the Service, you must, no later than thirty (30) days after the applicable Service Guarantee Period has ended, duly complete and submit to Absolute via fax or email a Service Guarantee Submission form, together with (A) OPOP of the stolen Customer Device (which confirms date of purchase, price, make, model and serial number); and (B) any additional information or documentation as may be reasonably requested by Absolute; and

(m) the Customer Device must not have been flagged by Absolute as Recovered at the end of the Service Guarantee Period.

8. **Excluded Losses.** The Service Guarantee is not an insurance product. Absolute may, in its sole discretion, review your eligibility to receive Service Guarantee Payments if Absolute determines that your losses of Customer Devices, or Absolute's payment of Service Guarantee Payments, are excessive or demonstrate a pattern of gross negligence or wilful misconduct in ensuring the security of your Customer Devices or otherwise render the provision of the Service unprofitable. Upon making such determination, Absolute will notify you and all outstanding losses will be Restricted Losses, and any subsequent losses will be deemed to be Restricted Losses until Absolute is satisfied, in its sole discretion, that you have implemented policies, procedures and other measures to address such gross negligence or wilful misconduct.

9. **Service Guarantee Payment.** Always subject to the other provisions in this Agreement, then Absolute or an Authorized Third Party will pay to you the applicable "Service Guarantee Payment" to which you are entitled, if any, within thirty (30) days from the date you become entitled to a Service Guarantee Payment or if you have a consumer edition of the Service, within thirty (30) days from receipt of the duly completed Service Guarantee Submission form, submitted in accordance with the above terms.

10. **Service Guarantee Amount.** The amount payable by Absolute or an Authorized Third Party as a Service Guarantee Payment will be based on the Incident Report Date in relation to the Service Term and subject to the other terms of this Agreement, will equal a percentage of the OPOP of the Customer Device up to a maximum amount, as follows:

For Customer Devices that are personal computers with either a corporate or consumer edition of the Service, the maximum amount will be:

Incident Report Date (based on year of Service Term)	Maximum Amount				
	Percentage of OPOP	\$CAD	\$USD	\$AUD	£GBP
Within the First Year	90%	1,000.00	1,000.00	1,000.00	800.00
During the Second Year	80%	800.00	800.00	800.00	640.00
During the Third Year	60%	600.00	600.00	600.00	480.00
During the Fourth Year	40%	400.00	400.00	400.00	320.00
During the Fifth Year	20%	200.00	200.00	200.00	160.00

For Customer Devices that are Android or Windows tablets/netbooks/smartphones with either a corporate or consumer edition of the Service, the maximum amount will be:

Incident Report Date (based on year of Service Term)	Maximum Amount				
	Percentage of OPOP	\$CAD	\$USD	\$AUD	£GBP
Within the First Year	90%	600.00	600.00	600.00	480.00
During the Second Year	60%	360.00	360.00	360.00	288.00
During the Third Year	40%	240.00	240.00	240.00	192.00
During the Fourth Year	30%	180.00	180.00	180.00	144.00
During the Fifth Year	15%	90.00	90.00	90.00	72.00

For Customer Devices that are iPads or iPad minis with either a corporate or consumer edition of the Service, the maximum amount will be:

Incident Report Date (based on year of Service Term)	Maximum Amount				
	Percentage of OPOP	\$CAD	\$USD	\$AUD	£GBP
Within the First Year	90%	450.00	450.00	450.00	360.00

Incident Report Date (based on year of Service Term)	Maximum Amount				
	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP
During the Second Year	80%	360.00	360.00	360.00	288.00
During the Third Year	60%	270.00	270.00	270.00	216.00
During the Fourth Year	40%	180.00	180.00	180.00	140.00
During the Fifth Year	20%	90.00	90.00	90.00	70.00

For Customer Devices that are Chromebooks with a corporate or consumer edition of the Service, the maximum amount will be:

Incident Report Date (based on year of Service Term)	Maximum Amount				
	Percentage of OPoP	\$CAD	\$USD	\$AUD	£GBP
Within the First Year	90%	250.00	250.00	250.00	200.00
During the Second Year	60%	150.00	150.00	150.00	120.00
During the Third Year	40%	100.00	100.00	100.00	80.00
During the Fourth Year	30%	75.00	75.00	75.00	60.00
During the Fifth Year	15%	37.50	37.50	37.50	30.00

#### 11. OPoP Determination.

(a) If you have a consumer edition of the Service and your Customer Device, the actual OPoP (as set out in your original proof of purchase receipt) will be used to calculate your Service Guarantee Payment. However, if you purchased a smartphone or tablet under a fixed term pricing or financing plan and the actual OPoP is not set out on your receipt or is less than US\$220 or CAD\$220 or AUD\$220 or GBPE176 and, then your OPoP will be deemed to be US\$220 or CAD\$220 or AUD\$220 or GBPE176.

(b) If you have a corporate edition of the Service and your Customer Device is not an iPad, iPad mini or Chromebook, the following OPoP values will be deemed: for non-Android desktop computers, Macintosh computers and laptops, US\$1,000 or CAD\$1,000 or AUD\$1,000 or GBPE800; for tablets and netbooks, US\$450 or CAD\$450 or AUD\$450 or GBPE360; and for smartphones and mini-tablet devices, US\$220 or CAD\$220 or AUD\$220 or GBPE176, unless in each case you provide us with an OPoP receipt within 30 days of the end of the applicable Service Guarantee Period, in which case the actual OPoP will be used for purposes of the calculation of the Service Guarantee Payment in accordance with Section 10 above. If you have a corporate edition of the Service and your Customer Device is an iPad or iPad mini, your OPoP will be deemed to be US\$220 or CAD\$220 or AUD\$220 or GBPE176 for iPad mini devices; and, US\$450 or CAD\$450 or AUD\$450 or GBPE360 for iPad® devices other than iPad mini® devices, unless in each case you provide us with an OPoP receipt within 30 days of the end of the applicable Service Guarantee Period, in which case the actual OPoP will be used for purposes of the calculation of the Service Guarantee Payment in accordance with Section 10 above. If you have a corporate edition of the Service and your Customer Device is a Chromebook, your OPoP will be deemed to be US\$250 or CAD\$250 or AUD\$250 or GBPE200, unless you provide us with an OPoP receipt within 30 days of the end of the applicable Service Guarantee Period, in which case the actual OPoP will be used for purposes of the calculation of the Service Guarantee Payment in accordance with Section 10 above.

12. **Currency.** The dollar amounts listed in the table above are paid out in United States Dollars if your region or country of residence is the United States, in Canadian Dollars if your region or country of residence is Canada, in Australian Dollars if your region or country of residence is Australia, and in British Sterling Pounds if your residence is in Britain. Absolute may in its sole discretion pay an equivalent amount in the currency of its choosing with respect to countries not listed in this paragraph.

13. **Prepaid Service Guarantee Balance.** If Absolute has paid a Service Guarantee Payment in respect of a Customer Device that is later recovered, or has a successful launch of a Locking Operation or Data Delete Operation (of any type) on the Customer Device in question, within 120 days for iPads, iPad minis or Chromebooks or within 60 days after the Service Guarantee Period for all other Customer Devices, Absolute may treat the amount of such Service Guarantee Payment as a prepaid Service Guarantee and deduct 100% of the amount of any prepaid Service Guarantee balance from any future Service Guarantee Payment payable by Absolute to you (whether or not, for greater certainty, for that particular Customer Device). You may find out your current prepaid Service Guarantee balance in the Absolute Console or Global Support.

**APPENDIX "C"**  
**PROFESSIONAL SERVICES**

In addition to the Service, Absolute may agree to provide you Professional Services, as fixed packages of Professional Services available for purchase via an authorized Absolute reseller. The following terms and conditions will apply to any Professional Services pursuant to a fully executed Statement of Work, except as otherwise agreed by the parties in writing:

1. **Fees.** You will pay to Absolute any related Professional Services fees within 30 days after the date of Absolute's invoice, unless otherwise specified in the Statement of Work. Any other payment terms in the Statement of Work will also apply.
2. **Expenses.** You will reimburse Absolute for reasonable expenses incurred in performing the Professional Services, including travel and accommodation costs, long distance telecommunications costs, courier fees, reproduction costs, and other reasonable out-of-pocket costs. At your request, Absolute will give you copies of receipts or other customary expense documentation for expenses incurred.
3. **Overdue Payments.** Any overdue payment relating to Professional Services will bear interest at a rate of one and one-half percent (1-1/2%) per month, or nineteen and fifty-six one hundredths (19.56%) per annum, on the portion thereof that is overdue. If such interest rate is prohibited by Applicable Laws, the overdue payment shall bear interest at the highest interest rate permitted by Applicable Laws.
4. **Taxes.** Professional Services fees do not include any taxes, and you agree to pay any sales, use, value added or other taxes or import duties (other than Absolute's corporate income taxes) based on or due as a result of any amounts paid to us under this Agreement. All fees will be paid in the currency of the country or region in which the Professional Services are being performed unless otherwise specified in a Statement of Work.
5. **Start-Up Costs and Ramp-Down Costs.** Unless otherwise set forth in a Statement of Work, if you stop or postpone the projects set forth in a Statement of Work you will pay for all Professional Services rendered up to the stop or postponement date and will pay for any start up costs associated with re-activating resources to complete the subject Statement of Work and any ramp-down costs associated with removing resources from the subject Statement of Work.
6. **Tools and Place of Work.** You will provide all supplies, facilities, materials and other things which are required to perform the Professional Services, except for those things which Absolute is required to supply as set out in the Statement of Work. You will also provide us with any access to your premises, facilities and systems which we require to perform the Professional Services.
7. **Changes.** No changes will be made to the Professional Services, the Deliverables or the Statement of Work except by a written amendment signed by you and Absolute. Any changes to the Professional Services, the Deliverables or the Statement of Work may delay completion of the Professional Services and/or increase the related fees.
8. **Acceptance.** Unless otherwise specified in a Statement of Work,
  - (a) following receipt of each Deliverable, you will have ten (10) days (the "Acceptance Period") to perform acceptance testing of that Deliverable in accordance with the standards and procedures set out in the Statement of Work,
  - (b) if the Deliverable does not pass the acceptance test, you must give Absolute written notice rejecting the Deliverable within the Acceptance Period,
  - (c) if you do not give Absolute written notice rejecting any Deliverable by the end of the Acceptance Period, or if you deliver written notice accepting the Deliverable, such Deliverable will be deemed accepted on that date,
  - (d) if you give Absolute written notice rejecting any Deliverable within the Acceptance Period, then within 30 days after receipt of your notice, Absolute will make any reasonable corrections or changes and resubmit the Deliverable to you for further acceptance testing and you will cooperate with Absolute to isolate, identify and resolve any problems in the Deliverables,
  - (e) upon your receipt of the corrected Deliverable, the procedure outlined in this Section until the Deliverable is accepted, subject to the remaining provisions of this Section,
  - (f) if Absolute reasonably determines that the inability of any Deliverable to pass acceptance testing is due to System Problems and not to any material defect in that Deliverable, Absolute and you will jointly attempt to identify the source of the System Problems and possible workarounds or solutions and, in addition to the fees and expenses for the Professional Services, you will pay Absolute for any extra work related to the System Problems at its then-current hourly rates plus disbursements, taxes and all related costs and expenses, and
  - (g) notwithstanding the foregoing, Deliverables in the nature of training services are deemed accepted upon delivery.
9. **Intellectual Property.** Unless otherwise set out in a Statement of Work,
  - (a) Professional Services provided by Absolute to you under this Agreement are not performed on a "work for hire" basis and therefore any resulting work product (including Deliverables) will be considered Absolute Technology in which your only interest is a license to use the Deliverables in conjunction with the Service during an applicable Service Term,
  - (b) for greater certainty, Absolute owns and retains all title to, ownership of, and all right, title and interest (including Intellectual Property Rights) in or to any Deliverable on the same basis as it does with respect to the Service and the Absolute Technology as described in Section 18.
  - (c) If it is at any time determined that you own any right, title or interest (including any Intellectual Property Rights) in or to any Deliverable (other than the right to use it under the license granted by this Agreement), you will hold that right, title or interest in trust for Absolute and will, at our cost, transfer it to us at our request, and you will also waive any non-transferable Intellectual Property Rights such as moral rights.
10. **Relationship.** In providing any Professional Services and Deliverables, Absolute is acting as an independent contractor and not as your agent, partner, or joint venturer for any purpose; neither you nor we will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

**11. Non-Hire.** You acknowledge that, in performing Professional Services, Absolute would be providing you with access to its Professional Services staff for a period of time, and that every member of such staff is a valuable resource to Absolute. Accordingly, you agree not to employ or solicit employment of any person who is Absolute's employee or an employee of any of its Authorized Third Parties without our prior written consent, unless the person in question has ceased to be employed by Absolute or its Authorized Third Party for a period of 90 days.

**12. Professional Services Disclaimer.** ALTHOUGH ABSOLUTE'S PROFESSIONAL SERVICES MAY INCLUDE INSTALLATION AND CONFIGURATION OF ITS CLIENT SOFTWARE ON YOUR CUSTOMER DEVICES, YOU AGREE THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE MAINTENANCE, CONTROL, OPERATION AND SECURITY OF YOUR NETWORK SYSTEMS, INCLUDING THE RESPONSIBILITY OF MONITORING AND MAINTAINING THE CLIENT SOFTWARE ON YOUR CUSTOMER DEVICES TO ENSURE THAT IT AND THEY CONTINUE TO FUNCTION PROPERLY. YOU ALSO ACKNOWLEDGE THAT THE INTERNET IS NOT IN ITSELF A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF YOUR SECURITY.

**APPENDIX "D"**  
**DATA PROCESSING ADDENDUM**

**THIS DATA PROCESSING ADDENDUM ("DPA") FORMS PART OF AND IS SUPPLEMENTAL TO THE SERVICE AGREEMENT ENTERED INTO BETWEEN CUSTOMER AND ABSOLUTE. BY AGREEING TO THE SERVICE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS DPA.**

**THE TERMS OF THIS DPA WILL APPLY ONLY IF EU DATA PROTECTION LAW APPLIES TO THE PROCESSING OF PERSONAL DATA BY ABSOLUTE ON BEHALF OF CUSTOMER, INCLUDING IF CUSTOMER IS RESIDENT OR ESTABLISHED IN THE EUROPEAN ECONOMIC AREA OR SWITZERLAND, OR IF ABSOLUTE PROCESSES PERSONAL DATA OF INDIVIDUALS LOCATED IN THE EUROPEAN ECONOMIC AREA OR SWITZERLAND ON BEHALF OF CUSTOMER OR A CUSTOMER AFFILIATE. EVEN IF THIS DPA DOES NOT CURRENTLY APPLY TO YOU OR YOUR ORGANIZATION, YOU MUST STILL CLICK "I AGREE".**

The purpose of this DPA is to ensure that the processing of Personal Data is conducted in accordance with EU Data Protection Law. By agreeing to this DPA, Customer enters into this DPA on behalf of itself and its Affiliates, as applicable. All capitalized terms not defined in this DPA will have the meanings set forth in the Service Agreement.

**1. Definitions.**

- 1.1. **"Absolute"** means the Absolute Software Affiliate identified in the Service Agreement as being a party to the Service Agreement.
- 1.2. **"Affiliate"** has the same meaning ascribed to it in the Service Agreement or, if not defined in the Service Agreement, means any present or future entity that, directly or indirectly controls, is controlled by or is under common control of or with a party, and for the purposes of this DPA, such control exists where (a) securities of one entity to which are attached more than fifty per cent (50%) of the votes that may be cast to elect directors of the entity are held, other than by way of a security interest only, by or for the benefit of the other entity and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the other entity, or (b) one entity has the ability through contract or otherwise to direct the affairs of the other entity.
- 1.3. **"Controller"** means an entity that determines the purposes and means of the processing of Personal Data, as contemplated by EU Data Protection Law.
- 1.4. **"Customer"** means the non-Absolute entity identified in the Service Agreement as being a party to the Service Agreement.
- 1.5. **"Data Subject"** means an individual to whom Personal Data relates.
- 1.6. **"Data Subject Request"** means a request from a Data Subject to exercise the Data Subject's rights under EU Data Protection Law, including the right of access, right to rectification, restriction of processing, erasure, data portability, object to the processing, or the right not to be subject to an automated individual decision making.
- 1.7. **"DPA"** means this Data Processing Addendum.
- 1.8. **"DPIAs"** means data protection impact assessments, as contemplated by EU Data Protection Law.
- 1.9. **"EEA"** means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this DPA, the United Kingdom.
- 1.10. **"EU Data Protection Law"** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (known as "GDPR"), and any subordinate local legislation implementing GDPR, all as amended, replaced or superseded from time to time.
- 1.11. **"Personal Data"** means any information relating to an identified or identifiable natural person, as contemplated by EU Data Protection Law, which is derived through Customer's use of the Services.
- 1.12. **"Personal Data Breach"** means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
- 1.13. **"Processor"** means an entity that processes Personal Data on behalf of a Controller, as contemplated by EU Data Protection Law.
- 1.14. **"Service Agreement"** means the written or electronic (click-through) agreement between Customer and Absolute for the provision of Services to Customer.
- 1.15. **"Services"** means the technology or services provided by Absolute to Customer pursuant to the Service Agreement.
- 1.16. **"Sub-processor"** means any Processor engaged by Absolute or any of its Affiliates that processes Personal Data pursuant to the Service Agreement. Sub-processors may include third parties or any of Absolute's Affiliates.

**2. Processing.**

- 2.1. **Roles of the Parties.** The parties acknowledge and agree that with respect to the processing of Personal Data, Customer is the Controller, and Absolute is the Processor and may process Personal Data on Customer's behalf. In some cases, Customer may be a Processor, in which case Customer appoints Absolute as Customer's sub-processor, which will not change the obligations of either Customer or Absolute under this DPA, as Absolute will remain a Processor with respect to Customer in such event.
- 2.2. **Absolute's Processing of Personal Data.** Absolute will comply with its obligations as Processor under EU Data Protection Law, and will only process Personal Data on behalf of Customer for the following purposes: (a) processing in accordance with provisions of the Service

Agreement; and (b) processing to comply with other documented reasonable instructions provided by Customer, where such instructions are consistent with the terms of the Service Agreement.

2.3. **Customer's Processing of Personal Data.** In using the Services, Customer will comply with its obligations under EU Data Protection Law in respect of Personal Data and any processing instructions issued by it to Absolute. Customer will establish and maintain a procedure for responding to Data Subject Requests, and Customer will have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Customer acquired Personal Data, including any required consents and/or notices.

2.4. **Details of the Processing.**

2.4.1. The subject-matter of the processing of Personal Data by Absolute is the performance of the Services pursuant to the Service Agreement, which includes the collection, use and disclosure of Personal Data as set out in Absolute's Privacy Policy.

2.4.2. The duration of the processing is as set forth in the Service Agreement, unless otherwise agreed in writing.

2.4.3. The nature and purpose of the processing is that Absolute is providing Services or fulfilling contractual obligations to Customer as described in the Service Agreement, or as further instructed by Customer in its use of the Services. These Services may include the processing of Personal Data by Absolute on systems which may contain Personal Data.

2.4.4. The categories of Data Subjects may include the Customer (if Customer is an individual), Customer's end users, employees, contractors, suppliers, and other third parties.

2.4.5. The type of data includes Personal Data that is collected through the use of the Services by Customer, including as specified in the Service Agreement and Absolute's Privacy Policy.

3. **Security.**

3.1. **Absolute's Obligations.** Absolute will implement and maintain appropriate technical and organizational security measures to protect the security, confidentiality and integrity of Personal Data processed by Absolute (including protection against Personal Data Breaches). Such security measures are subject to technical development, but Absolute will not materially decrease the overall security of the Services during the term of the Services.

3.2. **Customer's Obligations.** As the Services are customer-controlled and operated, Customer is responsible for using and configuring the Services in a manner which enables Customer to comply with the EU Data Protection Law, including implementing appropriate technical and organizational measures, and controlling access provided to end users.

3.3. **Audits and Certifications.** Absolute audits its compliance against data protection and information security standards on a regular basis, and obtains certain certifications relating to information security standards. Such audits are conducted by Absolute personnel or by third party auditors engaged by Absolute. Upon Customer's written request (not to exceed once per calendar year), and subject to obligations of confidentiality, Absolute will make available to Customer a summary of its most recent relevant audit report, certifications or other documentation generally made available to Absolute's customers, as reasonably required by Customer to verify Absolute's compliance with this DPA.

3.4. **Personnel.** Absolute will ensure that its personnel engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are subject to an obligation of confidentiality that survives the termination of their engagement with Absolute. Absolute will ensure that access to Personal Data is limited to those personnel performing services in accordance with the Service Agreement.

3.5. **Personal Data Breaches.** Upon becoming aware of a Personal Data Breach, Absolute will use its commercially reasonable best efforts to notify Customer without undue delay, and will provide such timely information as Customer may reasonably require to enable Customer to fulfil any data reporting obligations under the EU Data Protection Law. Absolute will take all commercially reasonable steps to promptly identify and remediate the cause of such Personal Data Breach.

4. **Assistance.**

4.1. **Data Subject Requests.** Absolute will provide commercially reasonable assistance, at Customer's cost, to enable Customer to respond to any Data Subject Request. In the event a Data Subject Request is made directly to Absolute, Absolute will promptly redirect the request to Customer. For greater certainty, Customer is responsible for responding to Data Subject Requests. Absolute will not respond to such communication directly without Customer's prior authorization, unless legally required to do so. If Absolute is required to respond to such a request, Absolute will, to the extent legally permitted, promptly notify Customer.

4.2. **Requests from Authorities.** Absolute will provide commercially reasonable assistance, at Customer's cost, to permit Customer to respond to any requests from or audits by applicable data protection authorities relating to the processing of Personal Data under the Service Agreement, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Absolute.

4.3. **DPIAs and Prior Consultations.** Absolute will, upon reasonable notice and at Customer's cost, provide reasonably requested information regarding the Services to enable Customer to carry out DPIAs and/or prior consultations with data protection authorities, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Absolute.

5. **Data Transfers.** Absolute may transfer and process Personal Data from the EEA or Switzerland to Canada and, if applicable, other countries where Absolute maintains data processing operations, as necessary to provide the Services as set forth in the Service Agreement, subject to compliance with EU Data Protection Law. The parties acknowledge that Canada has been recognized by the European Commission as providing an adequate level of protection for Personal Data. If Absolute intends to transfer Personal Data from the EEA or Switzerland to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data, such transfers will be subject to any Binding Corporate Rules that may be adopted by Absolute, or if no such Binding Corporate Rules have been adopted, then such transfers will not

be permitted until such time as the parties enter into standard contractual clauses approved by the European Commission, or unless otherwise required or permitted under applicable laws including the EU Data Protection Law.

6. **Sub-processors.** Customer acknowledges and agrees that Absolute's Affiliates may act as Sub-processors, and Absolute may engage third-party Sub-processors in connection with the provision of the Services. In the event that Absolute engages third-party Sub-processors, Absolute will enter into a written agreement with each Sub-processor containing data protection obligations no less protective than those set out in this DPA with respect to the protection of Personal Data, to the extent applicable to the nature of the Services provided by each Sub-processor. Absolute will be responsible for the acts and omissions of its Sub-processors that cause Absolute to breach any of Absolute's obligations under this DPA.
7. **Deletion of Personal Data.** Following termination of the Service Agreement, Absolute will use its commercially reasonable best efforts to delete, obfuscate, de-anonymize or remove (or, if applicable, return) all Personal Data in Absolute's possession or control except to the extent Absolute is required by applicable laws to retain some or all of the Personal Data, or pursuant to Absolute's internal records retention policies. In such event, Absolute will extend the protections of this DPA to such Personal Data and limit any further processing of such Personal Data to only those limited purposes that require the retention, for so long as Absolute retains the Personal Data.
8. **Relationship with Service Agreement.** Any claims brought under this DPA will be subject to the terms and conditions set forth in the Service Agreement, including but not limited to the exclusions and limitations of liability set out in the Service Agreement. In the event of a conflict between this DPA and the Service Agreement, the terms of this DPA will govern.



CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of computers and peripherals.

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products.

The successful bidder must provide full support capability, as requested, including, but not limited to, configuration, support and maintenance.

The State's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

- 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 "Agency"** is any entity seeking good/services under this Contract.
- 2.2 "ARO"** means after receipt of order.
- 2.3 "Business class machines"** means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.
- 2.4 "Contract"** is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation
- 2.5 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.6 "FOB"** stands for Free on Board which indicates that the Vendor is responsible for delivery and shipping costs.

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

- 2.7 “Mandatory Requirements”** The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- 2.8 “Manufacturer”** is the company who produces the equipment.
- 2.9 “PCs”** are desktops, laptops, netbooks, and tablets.
- 2.10 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.11 “Refurbished reused or recycled”** means old or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.
- 2.12 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13 “TPM”** means Trusted Platform Module
- 2.14 “Absolute DDS”** means Absolute Data and Device Security with Bios Enabled data and asset protection tool integrated deep within a computer, helps detect and enforce compliance and accountability for at-risk data on devices, and assists in recovery efforts.
- 2.15 “HDD”** means Hard Disk Drive
- 2.16 “SSD”** means Solid State Drive
- 2.17 “OEM”** means Original Equipment Manufacturer
- 2.18 “Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
- 2.19 “OS”** means Operating System
- 2.20 “MB”** means Megabyte

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

**2.21 “GB” means Gigabyte**

**2.22 “DVD/RW” means a disc drive that can read and record DVDs**

**2.23 “USB” means Universal Serial Bus**

**2.24 “PCI-E” means Peripheral Component Interconnect Express**

**2.25 “HD” means High Definition**

**2.26 “HDMI” means High Definition Multimedia Interface**

**2.27 “DVI” means Digital Visual Interface**

**2.28 “VGA” means Video Graphics Array**

**2.29 “LAN” means Local Area Network**

**2.30 “TB” means Terabyte**

**2.31 “SATA” means Serial AT Attachment**

**2.32 “FIPS-201” means Federal Information Processing Standard Publication 201**

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 All platforms in this solicitation must be offered with the same operating system.**

**3.1.2 Standard PC:**

**3.1.2.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

- 3.1.2.2 Processor:** Latest generation process technology, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache
- 3.1.2.3 RAM:** Minimum 8GB Single DIMM, expandable up to 16GB
- 3.1.2.4 Hard Drive:** Minimum 500GB HDD
- 3.1.2.5 Keyboard:** USB or Wireless
- 3.1.2.6 Mouse:** USB or Wireless, 2-button with scroll
- 3.1.2.7 Optical Drive:** Internal DVD/RW
- 3.1.2.8 USB Ports:** Minimum 4 USB ports; at least 2 USB v3.0 or C
- 3.1.2.9 Expansion Slots:** Minimum 2 slots available PCI-E
- 3.1.2.10 Display/Graphics:** Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.
- 3.1.2.11 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan
- 3.1.2.12 TPM Version 2.0**
- 3.1.2.13 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional charge.
- 3.1.2.14 Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

**3.1.2.15 Energy Consumption:** Unit must be ENERGY Star Certified

**3.1.3 POWER PC:**

**3.1.3.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.3.2 Processor:** Latest generation processor technology, minimum Intel Core i7 Processor or equal, 4 cores and minimum 8MB cache.

**3.1.3.3 RAM:** Minimum 16GB, with free slots, expandable up to 32GB

**3.1.3.4 Hard Drive:** Minimum 256GB HDD

**3.1.3.5 Keyboard:** USB or Wireless

**3.1.3.6 Mouse:** USB or Wireless, 2-button with scroll

**3.1.3.7 Optical Drive:** Internal DVD/RW

**3.1.3.8 USB Ports:** Minimum 4 USB ports; at least 2 USB v3.0 or C

**3.1.3.9 Expansion Slots:** Minimum 2 slots available PCI-E

**3.1.3.10 Display/Graphics:** Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.

**3.1.3.11 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan

**3.1.3.12 TPM Version 2.0**

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

**3.1.3.13** Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

**3.1.3.14** Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.

**3.1.3.15** Energy Consumption: Unit must be ENERGY Star Certified

**3.1.4** **FIXED WORKSTATION:**

**3.1.4.1** Chassis: Full size tower

**3.1.4.2** Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.4.3** Processor: Latest generation processor technology, minimum Intel Xeon or equal with minimum 8 cores and 13MB cache.

**3.1.4.4** RAM: Minimum 32GB, with free slots, expandable up to 128GB

**3.1.4.5** Hard Drive: Minimum 256GB SSD Primary Drive minimum and 1TB SATA HDD Secondary

**3.1.4.6** Keyboard: USB or Wireless

**3.1.4.7** Mouse: USB or Wireless, 2-button with scroll

**3.1.4.8** Power Supply: Minimum of 600w or greater

**3.1.4.9** Optical Drive: Internal DVD/RW

**3.1.4.10** USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

**3.1.4.11 Expansion Slots:** 4 slots available PCI-E

**3.1.4.12 Video:** Installed 2GB (non-shared memory), discreet, DVI-D and/or Display Port Dual Link Monitor capable, support for DirectX 11, with minimum color depth 24bit.

**3.1.4.13 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan

**3.1.4.14 TPM Version 2.0**

**3.1.4.15 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

**3.1.4.16 Data and Device Security:** Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.

**3.1.4.17 Energy Consumption:** Unit must be ENERGY Star Certified

**3.1.5 STANDARD LAPTOP:**

**3.1.5.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.5.2 Processor:** Latest generation processor technology, minimum Intel Core i5 Processor or equal with a minimum of 4 cores and 6MB cache.

**3.1.5.3 RAM:** Minimum 8GB Single DIMM, expandable up to 16GB

**3.1.5.4 Hard Drive:** Minimum 500GB HDD, upgrade option to SSD

**CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

- 3.1.5.5 Camera: Integrated Webcam**
- 3.1.5.6 USB Ports: Minimum 3 USB ports; with a minimum of 1 USB v3.0 and 1 USBC (charging)**
- 3.1.5.7 Display/Graphics: Integrated HD Graphics, 15” display or greater**
- 3.1.5.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**
- 3.1.5.9 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**
- 3.1.5.10 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**
- 3.1.5.11 Power: A/C Adapter**
- 3.1.5.12 TPM Version 2.0**
- 3.1.5.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.**
- 3.1.5.14 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**
- 3.1.5.15 Energy Consumption: Unit must be ENERGY Star Certified**
- 3.1.5.16 Optional Optical Drive: Internal DVD/RW**



CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

**3.1.6 POWER LAPTOP:**

- 3.1.6.1** Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.
- 3.1.6.2** Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal with a minimum of 4 cores and 8MB cache.
- 3.1.6.3** RAM: Minimum 16GB Single DIMM, expandable up to 32GB
- 3.1.6.4** Hard Drive: Minimum 256GB SSD
- 3.1.6.5** Camera: Integrated Webcam
- 3.1.6.6** USB Ports: Minimum 3 USB ports; minimum of 1 USB v3.0 and 1 USBC (charging)
- 3.1.6.7** Display/Graphics: Integrated HD Graphics, 17" display or greater
- 3.1.6.8** Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan
- 3.1.6.9** Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2
- 3.1.6.10** Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader
- 3.1.6.11** Power: A/C Adapter
- 3.1.6.12** TPM Version 2.0
- 3.1.6.13** Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

**3.1.6.14** Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.

**3.1.6.15** Energy Consumption: Unit must be ENERGY Star Certified

**3.1.6.16** Optional Optical Drive: Internal DVD/RW

**3.1.7** **TABLET PC:**

**3.1.7.1** Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.7.2** Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal with minimum 2 cores and minimum 4MB cache.

**3.1.7.3** RAM: Minimum 8GB

**3.1.7.4** Hard Drive: Minimum 256GB SSD, upgrade option to 512B SSD

**3.1.7.5** Keyboard: Backlit

**3.1.7.6** Mouse: Glide or Trackpad

**3.1.7.7** Camera: Integrated Webcam

**3.1.7.8** USB Ports: Minimum 1 USB v3.0 and 1 USBC (charging)

**3.1.7.9** Display/Graphics: Integrated HD Graphics, 13” display or greater

**3.1.7.10** Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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**3.1.7.11 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**

**3.1.7.12 Power: A/C Adapter**

**3.1.7.13 TPM Version 2.0**

**3.1.7.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included.**

**3.1.7.15 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.7.16 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.8 OPTIONAL COMPONENTS AND SERVICES**

**3.1.8.1 MONITORS:**

**3.1.8.1.1 Flat Panel Monitor 20" or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900**

**3.1.8.1.2 Flat Panel Monitor 24", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.1.3 Flat Panel Monitor 27", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.2 Docking Station for Standard Laptop: Optional OEM USB-C Powered Docking Station compatible with Standard Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.**

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

**3.1.8.3** Docking Station for Power Laptop: Optional OEM USB-C Powered Docking Station compatible with Power Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.

**3.1.8.4** Docking Station for Tablet: Optional OEM USB-C Powered Docking Station compatible with Tablet. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.

**3.1.8.5** Optional DVD/RW Drive: If DVD/RW drive is not an internal component to the Standard Laptop and Power Laptop, the Vendor should provide pricing for an optional external DVD/RW drive.

**3.1.8.6** Optional Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.

**3.1.8.7** Optional 512GB SSD 2.5”

**3.1.9 MISCELLANEOUS MANDATORY REQUIREMENTS**

**3.1.9.1 Technical Requirements:**

**3.1.9.1.1** All computers provided under this contract must be business-class machines, as specified in Section 2 of these specifications

**3.1.9.1.2** All computing equipment offered in the Vendor’s response must be OEM products. Vendors must provide detailed specification sheets for all proposed products upon request. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified.

**3.1.9.1.3** All new equipment must be delivered to the State with new components only, not refurbished, used or recycled components. If providing replacement parts, the WVOT, while preferring new parts, will accept “like new” refurbished parts with the same warranty offered for new parts. Shipping cost for returns must be paid by vendor.

**CRFQ 0212 SWC1900000001**  
**REQUEST FOR QUOTATION**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/21/2018)**

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- 3.1.9.1.4** All hardware provided under this contract must be a minimum of Energy Star 5.0 compliant.
- 3.1.9.1.5** All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification with specification sheets upon request. The Vendor must ensure equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid.
- 3.1.9.1.6** Vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.
- 3.1.9.1.7** Each model provided under this contract must have consistent hardware configurations, meaning that all machines of the same make or model must have the same components.
- 3.1.9.1.8** Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail and sent to [OTPCContract@wv.gov](mailto:OTPCContract@wv.gov).
- 3.1.9.1.9** Vendor must provide at no additional charge the State with two (2) free of charge units of all initial and subsequent replacement PC, laptop, and tablet contract models. The State will use this time to test the equipment and images. It is the State's right to accept or reject any proposed model replacements.
- 3.1.9.1.10** Vendor must guarantee that any replacement units meet, or exceed, the current model's specifications. Vendor must guarantee any proposed replacement units are of equivalent pricing (equal to, or less than) to initially bid units.
- 3.1.9.1.11** Current models must be available for purchase by the State, until the proposed replacement units have been approved by the State and a Change Order has been fully executed.

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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**3.1.9.1.12** If the computing equipment experiences “repeated failure” in the first year of ownership, the Vendor must replace the computing unit with a new unit of the same make and model or a model equal to or better than what is currently provided under the contract.

**3.1.9.1.12.1** The State defines “repeated failure” to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.

**3.1.9.1.13** The State must have the ability to remove the hard drive before returning any equipment to the Vendor.

**3.1.9.2 Shipping, Ordering, Billing:**

**3.1.9.2.1** Vendor must provide Next Business Day (NBD) delivery of replacement parts for all equipment.

**3.1.9.2.2** Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box, at no cost to the Agency, within five (5) business days

**3.1.9.3 Support and Contacts:**

**3.1.9.3.1** Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award. Vendor must immediately notify the Office of Technology and the WV Purchasing Division if/when these contacts change.

**3.1.9.3.2** The successful vendor must provide a customer support telephone number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.

**3.1.9.3.3** Vendor must provide direct, via telephone, second level technical access to support all equipment offered.

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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**3.1.9.3.4** Vendor must provide a parts and support website for access by State technical staff.

**3.1.9.3.5** Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required. These reports must be sent to [OTPurchasingRequest@wv.gov](mailto:OTPurchasingRequest@wv.gov)

**3.1.9.3.6** The Vendor must agree to establish Quarterly Reviews and/or mutually agreed upon calls to discuss contract issues, questions, concerns, and performance.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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 in the Pricing Pages and wvOASIS.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the price per requested unit. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**4.2.1** The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate annual volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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- 4.2.2** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes if unable to access the one provided in wvOasis by sending an email request to the following address: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)
- 4.2.3** Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency may have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.
- 4.2.4** Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency may be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

**5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6 DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.



CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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

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

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

## **7 VENDOR DEFAULT:**

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

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

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

CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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**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 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 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:** Cyndi Radel  
**Telephone Number:** 231-747-9294  
**Fax Number:** \_\_\_\_\_  
**Email Address:** cyndi.radel@dell.com



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

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 481611

Doc Description: ADDENDUM\_1: (IP19) Statewide Contract: Computer Equip. & Acc

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-10	2018-09-26 13:30:00	CRFQ 0212 SWC1900000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

ADDENDUM 1: Is issued for the following:

1. To move the bid opening date from 09/18/2018 to 09/26/2018 at 1:30pm EDT.
2. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.
3. To publish revised specifications (Specifications Revised 9-10-2018).
4. To Publish revised Exhibit\_A Pricing Page (Revised 9-10-2018).

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end Statewide Contract for the purchase of Computers and Peripherals per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	4000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.2 Standard PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	20" Monitor	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
B	24" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	27" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Docking Station for Standard Laptop	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.8.2 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Docking Station for Power Laptop	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.8.3 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Tablet PC	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.8.4 Docking Station for Tablet PC



INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Optional: External DVD/RW Drive	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.5 Optional External DVD/RW Drive

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Accidental Damage Coverage	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.6 Accidental Damage Coverage

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	512GB SSD 2.5"	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.7 512GB SSD 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Upgraded Video Card	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.8 Upgraded Video Card

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00pm:	2018-09-06

**SOLICITATION NUMBER: CRFQ 0212 SWC1900000001**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC1900000001 ("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
- Attach Revised Specifications and Pricing Page

**Description of Modification to Solicitation:**

1. To move the bid opening date from 09/18/2018 to 09/26/2018 at 1:30pm EDT.
2. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.
3. To publish revised specifications (Specifications Revised 9-10-2018).
4. To Publish revised Exhibit\_A Pricing Page (Revised 9-10-2018).

No other changes made.

**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 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end Statewide Contract for the purchase of Computers and Peripherals.

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products.

The successful bidder must provide full support capability, as requested, including, but not limited to, configuration, support and maintenance.

The State's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

- 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 "Agency"** is any entity seeking good/services under this Contract.

**2.2 "ARO"** means after receipt of order.

**2.3 "Business class machines"** means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.

**2.4 "Contract"** is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation

**2.5 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

**2.6 "FOB"** stands for Free on Board which indicates that the Vendor is responsible for delivery and shipping costs.

**2.7 "Mandatory Requirements"** The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

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- 2.8 “Manufacturer”** is the company who produces the equipment.
- 2.9 “PCs”** are desktops, laptops, netbooks, and tablets.
- 2.10 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.11 “Refurbished reused or recycled”** means old or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.
- 2.12 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13 “TPM”** means Trusted Platform Module
- 2.14 “Absolute DDS”** means Absolute Data and Device Security with Bios Enabled data and asset protection tool integrated deep within a computer, helps detect and enforce compliance and accountability for at-risk data on devices, and assists in recovery efforts.
- 2.15 “HDD”** means Hard Disk Drive
- 2.16 “SSD”** means Solid State Drive
- 2.17 “OEM”** means Original Equipment Manufacturer
- 2.18 “Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
- 2.19 “OS”** means Operating System
- 2.20 “MB”** means Megabyte
- 2.21 “GB”** means Gigabyte
- 2.22 “DVD/RW”** means a disc drive that can read and record DVDs
- 2.23 “USB”** means Universal Serial Bus

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

**2.24 “PCI-E” means Peripheral Component Interconnect Express**

**2.25 “HD” means High Definition**

**2.26 “HDMI” means High Definition Multimedia Interface**

**2.27 “DVI” means Digital Visual Interface**

**2.28 “VGA” means Video Graphics Array**

**2.29 “LAN” means Local Area Network**

**2.30 “TB” means Terabyte**

**2.31 “SATA” means Serial AT Attachment**

**2.32 “FIPS-201” means Federal Information Processing Standard Publication 201**

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 All platforms in this solicitation must be offered with the same operating system.**

**3.1.2 Standard PC:**

**3.1.2.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.2.2 Processor:** Latest generation process technology, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache

**3.1.2.3 RAM:** Minimum 8GB Single DIMM, expandable up to 16GB

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

**3.1.2.4 Hard Drive: Minimum 500GB HDD**

**3.1.2.5 Keyboard: USB or Wireless**

**3.1.2.6 Mouse: USB or Wireless, 2-button with scroll**

**3.1.2.7 Optical Drive: Internal DVD/RW**

**3.1.2.8 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C**

**3.1.2.9 Expansion Slots: Minimum 2 slots available PCI-E**

**3.1.2.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.**

**3.1.2.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**

**3.1.2.12 TPM Version 2.0**

**3.1.2.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional charge.**

**3.1.2.14 Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.2.15 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.3 POWER PC:**

**3.1.3.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

- 3.1.3.2 Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal, 4 cores and minimum 8MB cache.**
- 3.1.3.3 RAM: Minimum 16GB, with free slots, expandable up to 32GB**
- 3.1.3.4 Hard Drive: Minimum 256GB HDD**
- 3.1.3.5 Keyboard: USB or Wireless**
- 3.1.3.6 Mouse: USB or Wireless, 2-button with scroll**
- 3.1.3.7 Optical Drive: Internal DVD/RW**
- 3.1.3.8 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C**
- 3.1.3.9 Expansion Slots: Minimum 2 slots available PCI-E**
- 3.1.3.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.**
- 3.1.3.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**
- 3.1.3.12 TPM Version 2.0**
- 3.1.3.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.**
- 3.1.3.14 Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**
- 3.1.3.15 Energy Consumption: Unit must be ENERGY Star Certified**



**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

**3.1.4 FIXED WORKSTATION:**

**3.1.4.1 Chassis:** Full size tower

**3.1.4.2 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.4.3 Processor:** Latest generation processor technology, minimum Intel Xeon or equal with minimum 8 cores and 11MB cache.

**3.1.4.4 RAM:** Minimum 32GB, with free slots, expandable up to 64GB

**3.1.4.5 Hard Drive:** Minimum 256GB SSD Primary Drive minimum and 1TB SATA HDD Secondary

**3.1.4.6 Keyboard:** USB or Wireless

**3.1.4.7 Mouse:** USB or Wireless, 2-button with scroll

**3.1.4.8 Power Supply:** Minimum of 600w or greater

**3.1.4.9 Optical Drive:** Internal DVD/RW

**3.1.4.10 USB Ports:** Minimum 4 USB ports; at least 2 USB v3.0 or C

**3.1.4.11 Expansion Slots:** 4 slots available PCI-E

**3.1.4.12 Video:** Installed 2GB (non-shared memory), discreet, DVI-D and/or Display Port Dual Link Monitor capable, support for DirectX 11, with minimum color depth 24bit.

**3.1.4.13 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan

**3.1.4.14 TPM Version 2.0**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

**3.1.4.15 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

**3.1.4.16 Data and Device Security:** Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.

**3.1.4.17 Energy Consumption:** Unit must be ENERGY Star Certified

**3.1.5 STANDARD LAPTOP:**

**3.1.5.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.5.2 Processor:** Latest generation processor technology, minimum Intel Core i5 Processor or equal with a minimum of 4 cores and 6MB cache.

**3.1.5.3 RAM:** Minimum 8GB Single DIMM, expandable up to 16GB

**3.1.5.4 Hard Drive:** Minimum 500GB HDD, upgrade option to SSD

**3.1.5.5 Camera:** Integrated Webcam

**3.1.5.6 USB Ports:** Minimum 3 USB ports; with a minimum of 1 USB v3.0 and 1 USBC (charging)

**3.1.5.7 Display/Graphics:** Integrated HD Graphics, 15" display or greater

**3.1.5.8 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

**3.1.5.9 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**

**3.1.5.10 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**

**3.1.5.11 Power: A/C Adapter**

**3.1.5.12 TPM Version 2.0**

**3.1.5.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.**

**3.1.5.14 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.5.15 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.5.16 Optional Optical Drive: Internal DVD/RW**

**3.1.6 POWER LAPTOP:**

**3.1.6.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**

**3.1.6.2 Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal with a minimum of 4 cores and 8MB cache.**

**3.1.6.3 RAM: Minimum 16GB Single DIMM, expandable up to 32GB**

**3.1.6.4 Hard Drive: Minimum 256GB SSD**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

- 3.1.6.5 Camera: Integrated Webcam**
- 3.1.6.6 USB Ports: Minimum 3 USB ports; minimum of 1 USB v3.0 and 1 USBC (charging)**
- 3.1.6.7 Display/Graphics: Integrated HD Graphics, 15" display or greater**
- 3.1.6.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**
- 3.1.6.9 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**
- 3.1.6.10 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**
- 3.1.6.11 Power: A/C Adapter**
- 3.1.6.12 TPM Version 2.0**
- 3.1.6.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.**
- 3.1.6.14 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**
- 3.1.6.15 Energy Consumption: Unit must be ENERGY Star Certified**
- 3.1.6.16 Optional Optical Drive: Internal DVD/RW**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

**3.1.7 TABLET PC:**

- 3.1.7.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**
- 3.1.7.2 Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal with 4 cores and 8MB cache.**
- 3.1.7.3 RAM: Minimum 8GB**
- 3.1.7.4 Hard Drive: Minimum 256GB SSD, upgrade option to 512B SSD**
- 3.1.7.5 Keyboard: Backlit**
- 3.1.7.6 Mouse: Glide or Trackpad**
- 3.1.7.7 Camera: Integrated Webcam, front and rear facing**
- 3.1.7.8 USB Ports: Minimum 1 USB v3.0 and 1 USBC (charging)**
- 3.1.7.9 Display/Graphics: Integrated HD Graphics, 13" display or greater**
- 3.1.7.10 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**
- 3.1.7.11 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**
- 3.1.7.12 Power: A/C Adapter**
- 3.1.7.13 TPM Version 2.0**
- 3.1.7.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included.**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

**3.1.7.15 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.7.16 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.8 OPTIONAL COMPONENTS AND SERVICES**

**3.1.8.1 MONITORS:**

**3.1.8.1.1 Flat Panel Monitor 20” or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900**

**3.1.8.1.2 Flat Panel Monitor 24”, Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.1.3 Flat Panel Monitor 27”, Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.2 Docking Station for Standard Laptop: Optional OEM USB-C Powered Docking Station compatible with Standard Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.**

**3.1.8.3 Docking Station for Power Laptop: Optional OEM USB-C Powered Docking Station compatible with Power Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.**

**3.1.8.4 Docking Station for Tablet: Optional OEM USB-C Powered Docking Station compatible with Tablet. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.**

**3.1.8.5 Optional DVD/RW Drive: If DVD/RW drive is not an internal component to the Standard Laptop and Power Laptop, the Vendor should provide pricing for an optional external DVD/RW drive.**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

**3.1.8.6** Optional Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.

**3.1.8.7** Optional 512GB SSD 2.5"

**3.1.8.8** Optional Video Card Upgrade for Fixed Workstation: Vendor must provide an optional upgraded video card that can be used in the Fixed Workstation. The video card must be a minimum 8GB internal memory graphics card NVIDIA Quadro or GTX, or equal, with capabilities to run professional computer-aided design, computer-generated imagery, and digital content creation applications.

**3.1.9 MISCELLANEOUS MANDATORY REQUIREMENTS**

**3.1.9.1 Technical Requirements:**

**3.1.9.1.1** All computers provided under this contract must be business-class machines, as specified in Section 2 of these specifications

**3.1.9.1.2** All computing equipment offered in the Vendor's response must be OEM products. Vendors must provide detailed specification sheets for all proposed products upon request. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified.

**3.1.9.1.3** All new equipment must be delivered to the State with new components only, not refurbished, used or recycled components. If providing replacement parts, the WVOT, while preferring new parts, will accept "like new" refurbished parts with the same warranty offered for new parts. Shipping cost for returns must be paid by vendor.

**3.1.9.1.4** All hardware provided under this contract must be a minimum of Energy Star 5.0 compliant.

**3.1.9.1.5** All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification with specification sheets upon request. The Vendor must ensure equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

- 3.1.9.1.6** Vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.
- 3.1.9.1.7** Each model provided under this contract must have consistent hardware configurations, meaning that all machines of the same make or model must have the same components.
- 3.1.9.1.8** Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail and sent to [OTPCContract@wv.gov](mailto:OTPCContract@wv.gov).
- 3.1.9.1.9** Vendor must provide at no additional charge the State with two (2) free of charge units of all initial and subsequent replacement PC, laptop, and tablet contract models. The State will use this time to test the equipment and images. It is the State's right to accept or reject any proposed model replacements.
- 3.1.9.1.10** Vendor must guarantee that any replacement units meet, or exceed, the current model's specifications. Vendor must guarantee any proposed replacement units are of equivalent pricing (equal to, or less than) to initially bid units.
- 3.1.9.1.11** Current models must be available for purchase by the State, until the proposed replacement units have been approved by the State and a Change Order has been fully executed.
- 3.1.9.1.12** If the computing equipment experiences "repeated failure" in the first year of ownership, the Vendor must replace the computing unit with a new unit of the same make and model or a model equal to or better than what is currently provided under the contract.
  - 3.1.9.1.12.1** The State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.
- 3.1.9.1.13** The State must have the ability to remove the hard drive before returning any equipment to the Vendor.



**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/10/2018)**

---

**3.1.9.2 Shipping, Ordering, Billing:**

**3.1.9.2.1** Vendor must provide Next Business Day (NBD) delivery of replacement parts for all equipment.

**3.1.9.2.2** Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box, at no cost to the Agency, within five (5) business days

**3.1.9.3 Support and Contacts:**

**3.1.9.3.1** Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award. Vendor must immediately notify the Office of Technology and the WV Purchasing Division if/when these contacts change.

**3.1.9.3.2** The successful vendor must provide a customer support telephone number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.

**3.1.9.3.3** Vendor must provide direct, via telephone, second level technical access to support all equipment offered.

**3.1.9.3.4** Vendor must provide a parts and support website for access by State technical staff.

**3.1.9.3.5** Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required. These reports must be sent to [OTPurchasingRequest@wv.gov](mailto:OTPurchasingRequest@wv.gov)

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

**3.1.9.3.6** The Vendor must agree to establish Quarterly Reviews and/or mutually agreed upon calls to discuss contract issues, questions, concerns, and performance.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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 in the Pricing Pages and wvOASIS.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the price per requested unit. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**4.2.1** The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate annual volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**4.2.2** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes if unable to access the one provided in wvOasis by sending an email request to the following address: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

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

**4.2.4** Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency may be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

**5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6 DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

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

**7 VENDOR DEFAULT:**

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

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

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

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

**8 MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/10/2018)

---

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

CRFQ 0212 SWC190000001

(IP19) COMPUTERS AND PERIPHERALS

Est. Quantity	Specification	Manufacturer Name	Manufacturer Part Number	Item Description	Extended Description	Unit of Measure	List Price	Extended Price
4000	3.1.2			Standard PC		EA	\$ -	\$ -
1000	3.1.3			Power PC		EA	\$ -	\$ -
500	3.1.4			Fixed Workstation		EA	\$ -	\$ -
2000	3.1.5			Standard Laptop		EA	\$ -	\$ -
1000	3.1.6			Power Laptop		EA	\$ -	\$ -
500	3.1.7			Tablet		EA	\$ -	\$ -
1000	3.1.8.1.1			20" Monitor		EA	\$ -	\$ -
500	3.1.8.1.2			24" Monitor		EA	\$ -	\$ -
500	3.1.8.1.3			27" Monitor		EA	\$ -	\$ -
100	3.1.8.2			Dock for Standard Laptop		EA	\$ -	\$ -
100	3.1.8.3			Dock for Power Laptop		EA	\$ -	\$ -
100	3.1.8.4			Dock for Tablet		EA	\$ -	\$ -
100	3.1.8.5			DVD/RW Drive		EA	\$ -	\$ -
100	3.1.8.6			Accidental Damage Coverage		EA	\$ -	\$ -
100	3.1.8.7			512 GB SSD 2.5"		EA	\$ -	\$ -
100	3.1.8.8			Upgraded Video Card		EA	\$ -	\$ -

TOTAL PRICE \$0.00

Vendor Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Attachment\_A** **Addendum\_1**  
**CRFQ SWC1900000001 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories**  
**Vendor Questions and State Responses**  
**9/6/18**

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**Question 01**

Would the State please consider a 2-week extension for RFQ responses and allow a closing date of 10/02/2018 at 1:30PM ET?

**State Response 01**

The State will grant an extension of one week. The new opening date will be 09/28/2018 at 1:30pm EDT.

**Question 02**

Liquidated damages are noted as included in the Specifications, though there is no reference to liquidated damages in the Specifications. Does that mean it is not an RFQ requirement?

**State Response 02**

Correct – Liquidated Damages are not included as a part of this solicitation in the specifications. Per section 11 of the General Terms and Conditions this does not limit the State or Agency's right to pursue any other available remedy.

**Question 03**

If required, will liquidated damages only apply to subsection 6.1, Delivery Time (Specifications page 16)?

**State Response 03**

See State Response 02.

**Question 04**

In light of anticipated increased tariffs impacting the U.S. that may increase Manufacturer's costs during the contract term, will the State permit Vendors to include language to address price increases based on publicly available documentation, should this event occur?

**State Response 04**

No, the State will not include the requested language. Vendors are expected to weigh all factors that may affect pricing when submitting bids and provide pricing accordingly. Please see section 13 PRICING in the General Terms and Conditions for further clarification.

**Question 05**

We understand the State's position that acceptance or use of Vendor's forms does not, in fact, constitute acceptance of its terms and conditions. Would you please clarify, as we are unclear how the State can accept/use a Vendor form without agreeing to its terms/conditions?

**State Response 05**

The State may accept a Vendor's form (i.e., a quote, sales order form, etc.), but the State's acceptance of a form does not constitute acceptance of the Vendor's terms and conditions contained on that form. For example, an order form or invoice submitted after contract award will not be permitted to override contract terms.

**Question 06**

The required reports specified in Sections 40 (General Terms) and 8.3 (Specifications) do not include the "listing of all service calls associated with this agreement," as included in Section 3.1.9.3.5 (Specifications). Would you please clarify the required reports?

**State Response 06**

The State requires reports as outlined in Section 40 of the General Terms and Conditions and Specification 8.3, as well as the reporting detailed in Specification 3.1.9.3.5.

CRFQ SWC1900000001 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories  
Vendor Questions and State Responses  
9/6/18

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**Question 07**

This paragraph references W. Va. Code § 5A-3-56, which applies to construction/public works projects. As a result, it appears that paragraph 42 does not apply to this RFQ. Would you please confirm?

**State Response 07**

Correct. It only applies to construction/public works projects.

**Question 08**

This paragraph references W.Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq. Since both citations apply to construction/public works projects, it appears paragraph 43 does not apply to this RFQ. Would you please confirm?

**State Response 08**

Correct. It only applies to construction/public works projects.

**Question 09**

The Standard PC requires a minimum of 2 PCI-E slots. Should the system support half-height or full height PCI-E cards?

**State Response 09**

Full height.

**Question 10**

What is the reason for 4 years of warranty and 5 years of Absolute DDS?

**State Response 10**

The State would like to have Absolute DDS for non-warranted machines.

**Question 11**

Would the State accept 4- and 5-year extended warranties with Absolute DDS bundled in?

**State Response 11**

No, the State will keep the specifications as written.

**Question 12**

The Power PC requires a minimum of 2 PCI-E slots. Should the system support half-height or full height PCI-E cards?

**State Response 12**

Full height.

**Question 13**

A 256 HDD was requested for the Power Desktop. Does the State require a 256 7200 RPM drive or a 256 SSD option?

**State Response 13**

256 SSD is mandatory.

**Question 14**

The newer Intel Xeon 8 core processor available today (Intel® Xeon® W2145 (3.7 GHz base frequency, up to 4.5 GHz with Intel® Turbo Boost Technology, 11 MB cache, 8 cores)) has 11MB cache. This request is for 8 Cores and 13MB cache minimum. Can this be changed from 13MB to 11MB cache minimum to be able to use the current newer Intel Xeon 8 Core processor available today?

**State Response 14**

If referring to Specification 3.1.4.3, the specification has been modified.



CRFQ SWC1900000001 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories  
Vendor Questions and State Responses

9/6/18

**Question 15**

The move towards thinner and lighter laptops is diminishing the demand for 17" displays. Would it be possible to move to a 15.6" screen instead – a lighter option for your users? Are there any applications that need to be run that require ISV certification?

**State Response 15**

The specifications for the Power Laptop have been modified. Please refer to the revised specifications.

**Question 16**

Is a pen/stylus required as an option for the Tablet PC?

**State Response 16**

No.

**Question 17**

In most Tablet devices the RAM sticks are soldered on to the unit. Does the Tablet need to be RAM upgradable post sale, or can we offer factory RAM upgrade options?

**State Response 17**

The specifications for the Tablet PC have been modified. Please refer to the revised specifications.

**Question 18**

A 32GB RAM upgrade in a Tablet form factor takes us into the Workstation category. As a cost savings, would the State consider a Tablet that goes up to 16GB of RAM?

**State Response 18**

Please see State Response 17.

**Question 19**

Are there any height adjustability requirements for the monitors?

**State Response 19**

No.

**Question 20**

Most OEMs do not manufacture external SSD drives. Would the State accept third-party products?

**State Response 20**

Yes.

**Question 21**

EPEAT is making changes to the criteria for certification classifications that affect new product transitions in November 2018, and existing products proposed that may not transition until after May 2019. Based on this information; if any product proposed changes to a certification below the Silver minimum during the contract term, for specific products required or transitioned, will the State allow for EPEAT-level specification changes through the State's change order process?

**State Response 21**

If a product were to fall-out of the mandatory Silver certification requirements, the Vendor must replace the product with another equal to or greater than the originally bid unit, which would include being Silver-certified.

**Question 22**

Does the State need Second Level Support for every support call, or just have it available when it is necessary?

**State Response 22**

Second level support on all calls.

Attachment\_A

Addendum\_1

CRFQ SWC1900000001 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories

Vendor Questions and State Responses

9/6/18

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**Question 23**

Does the State require pricing to be returned in the original Exhibit A Pricing Page Excel file (*CRFQ SWC1900000001 Exhibit\_A Pricing Page.xlsx*) or, can Vendors provide only a pdf version of the Exhibit A Pricing Page? Or does the State require both?

**State Response 23**

Please refer to Specification 4.2 Pricing Pages for pricing submission.

**Question 24**

Please define what the State considers an "unacceptable" Contract Item?

**State Response 24**

Unacceptable is defined by the State as new, out-of-the-box non-functioning equipment or equipment other than what the Agency has ordered.

**Question 25**

Will the State agree that it will notify Vendor (in writing) within ten (10) business days after receipt of Contract Items, of any Contract Items that meet the definition of "unacceptable?"

**State Response 25**

Due to the nature of this agreement, the State cannot commit to a timeframe for notifications.

**Question 26**

Disk retention/defective media retention is not listed in any of the specification requirements. Can you confirm whether or not the State requires this?

**State Response 26**

Please refer to Specification 3.1.9.1.13.

**Question 27**

On the wvOASIS portal, under the Respond To Lines tab, is the "Additional Specs" section only used when Alternative Specs are being proposed?

**State Response 27**

The Additional specifications tab may be utilized to provide additional product information to verify compliance with mandatory requirements.

**Question 28**

Is it necessary to complete this information if Vendors are including datasheets?

**State Response 28**

No. Vendors are permitted to submit additional data sheets to other product literature to verify compliance with mandatory requirements.

**Question 29**

On the wvOASIS portal, under the Respond To Lines tab, the "Alternate Specs Submitted" checkbox is unable to be selected/checked. Is it necessary for Vendors to select this box when including Alternate Specs?

**State Response 29**

No, vendors will need to confirm that alternate products supplied meet the mandatory requirements listed in the specifications. This can be accomplished with data sheets or other product literature and does not require the checking of the alternate specs submitted box.

**Question 30**

If so, would you please correct the wvOASIS portal? (Refer to Question 22 Screen Shot on the following pages)

**State Response 30**

See response 29 above. For problems in wvOasis, please contact the Oasis help desk for assistance.

**Attachment\_A** **Addendum\_1**  
**CRFQ SWC1900000001 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories**  
**Vendor Questions and State Responses**  
**9/6/18**

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**Question 31**

Can Vendors upload more than one attachment or does the State prefer one complete pdf attachment?

**State Response 31**

While one complete pdf attachment is most convenient, the Vendor can upload all necessary documentation in multiple attachments.

**Question 32**

In order to provide the best possible pricing please verify the size flexibility in present day Laptops (12" 13" 14", & Tablet, tower (Full side vs Mini). Some options are opened up under different sizing configurations if the state is open to them.

**State Response 32**

The specifications, as written, are minimum mandatories. These represent the minimum specifications the State will accept.

**Question 33**

Under the section 3.1.6.7 Power Laptop. Would the State accept a lesser screen size than 17" for this type of device since the standard Power Laptop today is more frequently 15".

**State Response 33**

Please see State Response 15.

**Question 34**

3.1.1.6 – Is the state flexible on the optional optical drive since current industry standards have gone to an external optical drive?

**State Response 34**

Specification 3.1.1.6 does not exist in this solicitation, so the State is unsure to which specification this is referring; however, please refer to Specification 3.1.8.5 for the State's position on external optical drives.

**Question 35**

Is it the desire of the State to keep their hard drives when sending the devices out for service/repair given the sensitive material they may contain?

**State Response 35**

Please see Specification 3.1.9.1.13.

**Question 36**

Is it the desire of the State to asset tag each device prior to delivery?

**State Response 36**

No, the State will be responsible for asset management.

**Question 37**

Is it the desire of the State to have the device(s) imaged prior to delivery or manually by the state after the device is received?

**State Response 37**

The State will be responsible for imaging the units after they are received.

**Question 38**

Would the State be open to considering additional configuration standards related to higher-end engineering (CAD) workstation-like devices?

**State Response 38**

The State has added an optional video card to the solicitation as Specification 3.1.8.8 for use in the Fixed Workstation. All other requirements of the Fixed Workstation are minimum mandatory requirements. Please refer to the revised specifications published with this addendum.

**Question 39**

Would the State extend the response due date to by two (2) weeks after the receipt of answers in order to allow vendors to respond to the answers and respond to all requirements appropriately?

**State Response 39**

Please see State Response 01.

**Question 40**

Regarding the "Instructions to Bidders" section 11 (Exceptions and Clarifications) and "General Terms and Conditions" section 12 (Acceptance): We interpret these provisions to mean that exceptions to the T&Cs are allowed but could negatively impact the response. We also interpret this to mean that if we submit exceptions the State will not take the position that it can reject the exceptions and deem the Vendor to have accepted the original terms, and that the State will, at its option, either (i) accept the Vendor's exceptions as part of the contract (ii) negotiate a written amendment to the contract that will include mutually acceptable terms on any exceptions to which the State objects; (iii) allow the Vendor to withdraw any of its exceptions, in writing, to which the State objects; or (iv) reject the submission. Would the State please confirm or provide more detail on what will happen in the event Vendor submits exceptions to which the State does not agree to accept?

**State Response 40**

The statement above is accurate.

**Question 41**

There are several provisions that are typically found in an Agreement for the sale of the product in scope of this RFP and which are not covered by the RFP documents. Should the Vendor provide such additional terms and conditions for the State's review as part of its proposal bid? Alternatively, should the Vendor just note in its proposal that it will require additional terms and conditions which it will provide for the State's review and negotiation on mutually acceptable terms and conditions if the Vendor is the State's preferred awardee?

**State Response 41**

Any additional or alternate Terms and Conditions should be submitted with the Vendor's bid.

**Question 42**

Regarding the "General Terms and Conditions" section 11(Liquidated Damages): The liquidated damages section has a checkmark for liquidated damages contained in the Specifications, which we couldn't find in the Specifications document. Would the State please verify that it is not pursuing liquidated damages under this RFP award, or otherwise clarify?

**State Response 42**

Please see State Response 02.

CRFQ SWC1900000001 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories  
Vendor Questions and State Responses  
9/6/18

**Question 43**

Regarding the "General Terms and Conditions" section 26: Will the State agree that the software (including that which is provided by vendor with the hardware) will be subject to the software license terms that accompany the software (for example, a Windows O/S will be subject to Microsoft's software license agreement, and the hardware manufacturer's software tools on the system will be subject to that manufacturer's software license agreement)? If not, under what terms and conditions does the State believe the software will be licensed for use by the purchasing end-users, and what is the process for the end-user purchasers to execute the license agreements?

**State Response 43**

The State understands some software products contain additional terms and conditions. The Vendor should supply, with its bid, any and all terms and conditions it seeks to incorporate as part of this agreement.

**Question 44**

Regarding the "General Terms and Conditions" sections 42 (Preference for use of domestic steel) and 43 (Preference for use of domestic aluminum, glass and steel): We believe these are not applicable, would the State please confirm?

**State Response 44**

Please see State Response 08.

**Question 45**

Regarding the "Specifications" section 4.1 Does any renewal (years 2, 3 and 4) require the agreement of the Vendor at that time, or are you stating that Vendor commits now that it has agreed to the renewal in advance?

**State Response 45**

The Vendor and the State must mutually agree to renew the agreement on a year-to-year basis. If agreed upon, the optional annual renewals will be governed under the same pricing, specifications, and terms and conditions of the original agreement.

**Question 46**

Regarding the "Specifications" section, number 4.2.3 and 4.2.4. Does the State agree that the terms and conditions provided by Vendor will apply to the purchase if the Vendor is awarded the contract, unless the State requests to negotiate these terms? If not, how will the process work for a sale under the RFP issued contract when a software license and/or a maintenance agreement are required for the sale? Will a link to these items be sufficient for the RFP response?

**State Response 46**

The Vendor, with its bid, should provide the State a copy of any and all Terms and Conditions it is seeking to incorporate into the agreement, including, but not limited to, maintenance, software, and hardware. The Vendor must provide these documents prior to award.

**Question 47**

Regarding the "Specifications" section 6.4: Please define "deemed unacceptable." Please indicate a time period under which the Agency can deem such item "acceptable" and therefore subject to the warranty terms and not returned under section 6.4.

**State Response 47**

Please see State Response 24 and 25.

**Question 48**

Will the State agree to negotiate a reasonable monetary cap for direct damages?

**State Response 48**

The State is Constitutionally prohibited from taking on the debt of a third party and any liability limit that is deemed to violate this restriction will be rejected.

CRFQ SWC1900000001 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories

Vendor Questions and State Responses

9/6/18

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**Question 49**

Will the State agree that the Vendor will not be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, loss of profits or revenue, or loss of data, whether based on breach of Contract, tort (including negligence), product liability or otherwise?

**State Response 49**

The State has historically allowed liability limits on special, incidental or consequential damages and will do so in this solicitation.

**Question 50**

Section 3.1.2.14, (Absolute DDS) Is BIOS enablement required? Do we need to do a theft recovery services?

**State Response 50**

Yes, BIOS enablement is required. The State is unsure what is meant by the second part of the question. Theft recovery services are a part of the license – the Vendor would supply the State with an Absolute DDS license for the State's use.

**Question 51**

Section 3.1.3.12, Will PTT work in place of TPM Version 2.0?

**State Response 51**

No.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 481611

Doc Description: ADDENDUM\_2: (IP19) Statewide Contract: Computer Equip. & Acc

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-11	2018-09-26 13:30:00	CRFQ 0212 SWC1900000001	3

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

ADDENDUM 2: Is issued for the following:

1. To publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period that were inadvertently omitted in addendum\_1.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end Statewide Contract for the purchase of Computers and Peripherals per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	4000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.2 Standard PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.3 Power PC



INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	20" Monitor	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	24" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	27" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Docking Station for Standard Laptop	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.2 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Docking Station for Power Laptop	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.3 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Tablet PC	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.4 Docking Station for Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Optional: External DVD/RW Drive	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.5 Optional External DVD/RW Drive

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Accidental Damage Coverage	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.6 Accidental Damage Coverage

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	512GB SSD 2.5"	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.7 512GB SSD 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Upgraded Video Card	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.8 Upgraded Video Card

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00pm:	2018-09-06

**SOLICITATION NUMBER: CRFQ 0212 SWC190000001**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC190000001 ("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 publish the Agency's response to the questions submitted by Vendors during the Technical Questioning period that were inadvertently omitted in addendum\_1.

No other changes made.

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

**Terms and Conditions:**

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

**Attachment\_A**

**Addendum\_2**

**CRFQ SWC19\*01 IP19 – Open-End for Desktops, Laptops, Tablets, and Accessories**

**Vendor Questions and State Responses inadvertently omitted in addendum\_1**

**9/11/18**

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**Question 01**

Are there any applications that need to be run that require ISV certification?

**State Response 01**

ISV certification is not a requirement.

**Question 02**

Does the Tablet PC need to have a detachable keyboard or is a convertible laptop to tablet form factor required?

**State Response 02**

Laptop-to-Tablet convertible is required with an attached, integrated keyboard.





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 481611

Doc Description: ADDENDUM\_3: (IP19) Statewide Contract: Computer Equip. & Acc

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-18	2018-09-26 13:30:00	CRFQ 0212 SWC1900000001	4

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

**ADDENDUM 3:** Is issued for the following:  
 1. To revise Specification 3.1.4.4 to read "expandable to 64GB" to now read "expandable to 128GB"  
 2. To publish the Specifications revised 9/18/2018 to include the new language for 3.1.4.4.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end Statewide Contract for the purchase of Computers and Peripherals per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	4000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.2 Standard PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	20" Monitor	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV88899	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	24" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	27" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Docking Station for Standard Laptop	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.2 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Docking Station for Power Laptop	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.3 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Tablet PC	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.4 Docking Station for Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Optional: External DVD/RW Drive	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.5 Optional External DVD/RW Drive

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Accidental Damage Coverage	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.6 Accidental Damage Coverage

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	512GB SSD 2.5"	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.7 512GB SSD 2.5"

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Upgraded Video Card	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.8 Upgraded Video Card

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions due by 2:00pm.	2018-09-06



**SOLICITATION NUMBER: CRFQ 0212 SWC1900000001**  
**Addendum Number: 3**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC1900000001 ("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 revise Specification 3.1.4.4 to read "expandable to 64GB" to now read "expandable to 128GB"
2. To publish the Specifications revised 9/18/2018 to include the new language for 3.1.4.4.

No other changes made.

**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 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end Statewide Contract for the purchase of Computers and Peripherals.

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products.

The successful bidder must provide full support capability, as requested, including, but not limited to, configuration, support and maintenance.

The State's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

- 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** "Agency" is any entity seeking good/services under this Contract.
- 2.2** "ARO" means after receipt of order.
- 2.3** "Business class machines" means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.
- 2.4** "Contract" is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation
- 2.5** "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.6** "FOB" stands for Free on Board which indicates that the Vendor is responsible for delivery and shipping costs.
- 2.7** "Mandatory Requirements" The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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- 2.8 “Manufacturer”** is the company who produces the equipment.
- 2.9 “PCs”** are desktops, laptops, netbooks, and tablets.
- 2.10 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.11 “Refurbished reused or recycled”** means old or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.
- 2.12 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13 “TPM”** means Trusted Platform Module
- 2.14 “Absolute DDS”** means Absolute Data and Device Security with Bios Enabled data and asset protection tool integrated deep within a computer, helps detect and enforce compliance and accountability for at-risk data on devices, and assists in recovery efforts.
- 2.15 “HDD”** means Hard Disk Drive
- 2.16 “SSD”** means Solid State Drive
- 2.17 “OEM”** means Original Equipment Manufacturer
- 2.18 “Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
- 2.19 “OS”** means Operating System
- 2.20 “MB”** means Megabyte
- 2.21 “GB”** means Gigabyte
- 2.22 “DVD/RW”** means a disc drive that can read and record DVDs
- 2.23 “USB”** means Universal Serial Bus

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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**2.24 “PCI-E” means Peripheral Component Interconnect Express**

**2.25 “HD” means High Definition**

**2.26 “HDMI” means High Definition Multimedia Interface**

**2.27 “DVI” means Digital Visual Interface**

**2.28 “VGA” means Video Graphics Array**

**2.29 “LAN” means Local Area Network**

**2.30 “TB” means Terabyte**

**2.31 “SATA” means Serial AT Attachment**

**2.32 “FIPS-201” means Federal Information Processing Standard Publication 201**

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 All platforms in this solicitation must be offered with the same operating system.**

**3.1.2 Standard PC:**

**3.1.2.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.2.2 Processor:** Latest generation process technology, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache

**3.1.2.3 RAM:** Minimum 8GB Single DIMM, expandable up to 16GB

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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**3.1.2.4 Hard Drive: Minimum 500GB HDD**

**3.1.2.5 Keyboard: USB or Wireless**

**3.1.2.6 Mouse: USB or Wireless, 2-button with scroll**

**3.1.2.7 Optical Drive: Internal DVD/RW**

**3.1.2.8 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C**

**3.1.2.9 Expansion Slots: Minimum 2 slots available PCI-E**

**3.1.2.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.**

**3.1.2.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**

**3.1.2.12 TPM Version 2.0**

**3.1.2.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional charge.**

**3.1.2.14 Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.2.15 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.3 POWER PC:**

**3.1.3.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT - IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

---

- 3.1.3.2 Processor:** Latest generation processor technology, minimum Intel Core i7 Processor or equal, 4 cores and minimum 8MB cache.
- 3.1.3.3 RAM:** Minimum 16GB, with free slots, expandable up to 32GB
- 3.1.3.4 Hard Drive:** Minimum 256GB HDD
- 3.1.3.5 Keyboard:** USB or Wireless
- 3.1.3.6 Mouse:** USB or Wireless, 2-button with scroll
- 3.1.3.7 Optical Drive:** Internal DVD/RW
- 3.1.3.8 USB Ports:** Minimum 4 USB ports; at least 2 USB v3.0 or C
- 3.1.3.9 Expansion Slots:** Minimum 2 slots available PCI-E
- 3.1.3.10 Display/Graphics:** Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.
- 3.1.3.11 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan
- 3.1.3.12 TPM Version 2.0**
- 3.1.3.13 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.3.14 Absolute DDS or equal - Complete 5 years.** Five years begins at activation of license and lasts for five (5) calendar years from activation date.
- 3.1.3.15 Energy Consumption:** Unit must be ENERGY Star Certified

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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**3.1.4 FIXED WORKSTATION:**

**3.1.4.1 Chassis: Full size tower**

**3.1.4.2 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**

**3.1.4.3 Processor: Latest generation processor technology, minimum Intel Xeon or equal with minimum 8 cores and 11MB cache.**

**3.1.4.4 RAM: Minimum 32GB, with free slots, expandable up to 128GB**

**3.1.4.5 Hard Drive: Minimum 256GB SSD Primary Drive minimum and 1TB SATA HDD Secondary**

**3.1.4.6 Keyboard: USB or Wireless**

**3.1.4.7 Mouse: USB or Wireless, 2-button with scroll**

**3.1.4.8 Power Supply: Minimum of 600w or greater**

**3.1.4.9 Optical Drive: Internal DVD/RW**

**3.1.4.10 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C**

**3.1.4.11 Expansion Slots: 4 slots available PCI-E**

**3.1.4.12 Video: Installed 2GB (non-shared memory), discreet, DVI-D and/or Display Port Dual Link Monitor capable, support for DirectX 11, with minimum color depth 24bit.**

**3.1.4.13 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**

**3.1.4.14 TPM Version 2.0**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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- 3.1.4.15 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.
- 3.1.4.16 Data and Device Security:** Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.
- 3.1.4.17 Energy Consumption:** Unit must be ENERGY Star Certified

**3.1.5 STANDARD LAPTOP:**

- 3.1.5.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.
- 3.1.5.2 Processor:** Latest generation processor technology, minimum Intel Core i5 Processor or equal with a minimum of 4 cores and 6MB cache.
- 3.1.5.3 RAM:** Minimum 8GB Single DIMM, expandable up to 16GB
- 3.1.5.4 Hard Drive:** Minimum 500GB HDD, upgrade option to SSD
- 3.1.5.5 Camera:** Integrated Webcam
- 3.1.5.6 USB Ports:** Minimum 3 USB ports; with a minimum of 1 USB v3.0 and 1 USBC (charging)
- 3.1.5.7 Display/Graphics:** Integrated HD Graphics, 15” display or greater
- 3.1.5.8 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan



**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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**3.1.5.9 Wireless Adapter:** Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2

**3.1.5.10 Smart Card Reader:** Integrated FIPS-201 compliant Smart Card Reader

**3.1.5.11 Power:** A/C Adapter

**3.1.5.12 TPM Version 2.0**

**3.1.5.13 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

**3.1.5.14 Data and Device Security:** Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.

**3.1.5.15 Energy Consumption:** Unit must be ENERGY Star Certified

**3.1.5.16 Optional Optical Drive:** Internal DVD/RW

**3.1.6 POWER LAPTOP:**

**3.1.6.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.6.2 Processor:** Latest generation processor technology, minimum Intel Core i7 Processor or equal with a minimum of 4 cores and 8MB cache.

**3.1.6.3 RAM:** Minimum 16GB Single DIMM, expandable up to 32GB

**3.1.6.4 Hard Drive:** Minimum 256GB SSD

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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- 3.1.6.5 Camera: Integrated Webcam**
- 3.1.6.6 USB Ports: Minimum 3 USB ports; minimum of 1 USB v3.0 and 1 USBC (charging)**
- 3.1.6.7 Display/Graphics: Integrated HD Graphics, 15" display or greater**
- 3.1.6.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**
- 3.1.6.9 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**
- 3.1.6.10 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**
- 3.1.6.11 Power: A/C Adapter**
- 3.1.6.12 TPM Version 2.0**
- 3.1.6.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.**
- 3.1.6.14 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**
- 3.1.6.15 Energy Consumption: Unit must be ENERGY Star Certified**
- 3.1.6.16 Optional Optical Drive: Internal DVD/RW**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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**3.1.7 TABLET PC:**

- 3.1.7.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**
- 3.1.7.2 Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal with 4 cores and 8MB cache.**
- 3.1.7.3 RAM: Minimum 8GB**
- 3.1.7.4 Hard Drive: Minimum 256GB SSD, upgrade option to 512B SSD**
- 3.1.7.5 Keyboard: Backlit**
- 3.1.7.6 Mouse: Glide or Trackpad**
- 3.1.7.7 Camera: Integrated Webcam, front and rear facing**
- 3.1.7.8 USB Ports: Minimum 1 USB v3.0 and 1 USBC (charging)**
- 3.1.7.9 Display/Graphics: Integrated HD Graphics, 13" display or greater**
- 3.1.7.10 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**
- 3.1.7.11 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**
- 3.1.7.12 Power: A/C Adapter**
- 3.1.7.13 TPM Version 2.0**
- 3.1.7.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included.**

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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**3.1.7.15 Data and Device Security:** Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.

**3.1.7.16 Energy Consumption:** Unit must be ENERGY Star Certified

**3.1.8 OPTIONAL COMPONENTS AND SERVICES**

**3.1.8.1 MONITORS:**

**3.1.8.1.1 Flat Panel Monitor 20" or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900**

**3.1.8.1.2 Flat Panel Monitor 24", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.1.3 Flat Panel Monitor 27", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.2 Docking Station for Standard Laptop:** Optional OEM USB-C Powered Docking Station compatible with Standard Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.

**3.1.8.3 Docking Station for Power Laptop:** Optional OEM USB-C Powered Docking Station compatible with Power Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.

**3.1.8.4 Docking Station for Tablet:** Optional OEM USB-C Powered Docking Station compatible with Tablet. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.

**3.1.8.5 Optional DVD/RW Drive:** If DVD/RW drive is not an internal component to the Standard Laptop and Power Laptop, the Vendor should provide pricing for an optional external DVD/RW drive.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
(Revised 9/18/2018)

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**3.1.8.6** Optional Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.

**3.1.8.7** Optional 512GB SSD 2.5”

**3.1.8.8** Optional Video Card Upgrade for Fixed Workstation: Vendor must provide an optional upgraded video card that can be used in the Fixed Workstation. The video card must be a minimum 8GB internal memory graphics card NVIDIA Quadro or GTX, or equal, with capabilities to run professional computer-aided design, computer-generated imagery, and digital content creation applications.

**3.1.9 MISCELLANEOUS MANDATORY REQUIREMENTS**

**3.1.9.1 Technical Requirements:**

**3.1.9.1.1** All computers provided under this contract must be business-class machines, as specified in Section 2 of these specifications

**3.1.9.1.2** All computing equipment offered in the Vendor's response must be OEM products. Vendors must provide detailed specification sheets for all proposed products upon request. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified.

**3.1.9.1.3** All new equipment must be delivered to the State with new components only, not refurbished, used or recycled components. If providing replacement parts, the WVOT, while preferring new parts, will accept “like new” refurbished parts with the same warranty offered for new parts. Shipping cost for returns must be paid by vendor.

**3.1.9.1.4** All hardware provided under this contract must be a minimum of Energy Star 5.0 compliant.

**3.1.9.1.5** All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification with specification sheets upon request. The Vendor must ensure equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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- 3.1.9.1.6** Vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.
- 3.1.9.1.7** Each model provided under this contract must have consistent hardware configurations, meaning that all machines of the same make or model must have the same components.
- 3.1.9.1.8** Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail and sent to [OTPCContract@wv.gov](mailto:OTPCContract@wv.gov).
- 3.1.9.1.9** Vendor must provide at no additional charge the State with two (2) free of charge units of all initial and subsequent replacement PC, laptop, and tablet contract models. The State will use this time to test the equipment and images. It is the State's right to accept or reject any proposed model replacements.
- 3.1.9.1.10** Vendor must guarantee that any replacement units meet, or exceed, the current model's specifications. Vendor must guarantee any proposed replacement units are of equivalent pricing (equal to, or less than) to initially bid units.
- 3.1.9.1.11** Current models must be available for purchase by the State, until the proposed replacement units have been approved by the State and a Change Order has been fully executed.
- 3.1.9.1.12** If the computing equipment experiences "repeated failure" in the first year of ownership, the Vendor must replace the computing unit with a new unit of the same make and model or a model equal to or better than what is currently provided under the contract.
- 3.1.9.1.12.1** The State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.
- 3.1.9.1.13** The State must have the ability to remove the hard drive before returning any equipment to the Vendor.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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**3.1.9.2 Shipping, Ordering, Billing:**

**3.1.9.2.1** Vendor must provide Next Business Day (NBD) delivery of replacement parts for all equipment.

**3.1.9.2.2** Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box, at no cost to the Agency, within five (5) business days

**3.1.9.3 Support and Contacts:**

**3.1.9.3.1** Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award. Vendor must immediately notify the Office of Technology and the WV Purchasing Division if/when these contacts change.

**3.1.9.3.2** The successful vendor must provide a customer support telephone number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.

**3.1.9.3.3** Vendor must provide direct, via telephone, second level technical access to support all equipment offered.

**3.1.9.3.4** Vendor must provide a parts and support website for access by State technical staff.

**3.1.9.3.5** Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required. These reports must be sent to [OTPurchasingRequest@wv.gov](mailto:OTPurchasingRequest@wv.gov)

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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**3.1.9.3.6** The Vendor must agree to establish Quarterly Reviews and/or mutually agreed upon calls to discuss contract issues, questions, concerns, and performance.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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 in the Pricing Pages and wvOASIS.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the price per requested unit. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**4.2.1** The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate annual volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**4.2.2** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes if unable to access the one provided in wvOasis by sending an email request to the following address: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

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

**4.2.4** Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency may be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.



**CRFQ 0212 SWC190000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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**5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6 DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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

**7 VENDOR DEFAULT:**

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

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

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

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

**8 MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**CRFQ 0212 SWC1900000001**  
**STATEWIDE CONTRACT – IP19**  
**COMPUTERS AND PERIPHERALS**  
**(Revised 9/18/2018)**

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**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



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

State of West Virginia  
 Request for Quotation  
 21 -- Info Technology

Proc Folder: 481611

Doc Description: ADDENDUM\_4: (IP19) Statewide Contract: Computer Equip. & Acc

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-21	2018-09-28 13:30:00	CRFQ 0212 SWC1900000001	5

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

ADDENDUM 4: Is issued for the following:

1. To move the bid opening date from 09/26/2018 to 09/28/2018 at 1:30pm EDT.
2. To publish revised specifications (Specifications Revised 9-21-2018).

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end Statewide Contract for the purchase of Computers and Peripherals per the attached documents.

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Standard PC	4000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.2 Standard PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Power PC	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.3 Power PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fixed Workstation	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.4 Fixed Workstation

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Standard Laptop	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.5 Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Power Laptop	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.6 Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Tablet PC	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.7 Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	20" Monitor	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.1.1 20" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	24" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.2 24" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	27" Monitor	500.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.1.3 27" Monitor

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Docking Station for Standard Laptop	100.00000	EA		



Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.2 Docking Station for Standard Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Docking Station for Power Laptop	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.3 Docking Station for Power Laptop

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Docking Station for Tablet PC	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description :**

3.1.8.4 Docking Station for Tablet PC

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Optional: External DVD/RW Drive	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1 8.5 Optional External DVD/RW Drive

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Accidental Damage Coverage	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :  
3.1.8.6 Accidental Damage Coverage

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	512GB SSD 2.5"	100.00000	EA		



**SOLICITATION NUMBER: CRFQ 0212 SWC1900000001**  
**Addendum Number: 4**

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The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC1900000001 ("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 Specifications 3.1.7.2 and 3.1.7.7 have been modified.**
- Attachment of vendor questions and responses**
- Attachment of pre-bid sign-in sheet**
- Correction of error**
- Attach Revised Specifications**

**Description of Modification to Solicitation:**

- 1. To move the bid opening date from 09/26/2018 to 09/28/2018 at 1:30pm EDT.**
- 2. To publish revised specifications (Specifications Revised 9-21-2018).**

No other changes made.

**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 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide contract for the purchase of computers and peripherals.

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks, tablet PCs (without integrated cellular service), monitors, and other peripheral equipment for those products.

The successful bidder must provide full support capability, as requested, including, but not limited to, configuration, support and maintenance.

The State's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

- 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 "Agency"** is any entity seeking good/services under this Contract.
- 2.2 "ARO"** means after receipt of order.
- 2.3 "Business class machines"** means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.
- 2.4 "Contract"** is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation
- 2.5 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.6 "FOB"** stands for Free on Board which indicates that the Vendor is responsible for delivery and shipping costs.

CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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- 2.7 “Mandatory Requirements”** The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- 2.8 “Manufacturers”** is the company who produces the equipment.
- 2.9 “PCs”** are desktops, laptops, netbooks, and tablets.
- 2.10 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.11 “Refurbished reused or recycled”** means old or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.
- 2.12 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13 “TPM”** means Trusted Platform Module
- 2.14 “Absolute DDS”** means Absolute Data and Device Security with Bios Enabled data and asset protection tool integrated deep within a computer, helps detect and enforce compliance and accountability for at-risk data on devices, and assists in recovery efforts.
- 2.15 “HDD”** means Hard Disk Drive
- 2.16 “SSD”** means Solid State Drive
- 2.17 “OEM”** means Original Equipment Manufacturer
- 2.18 “Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
- 2.19 “OS”** means Operating System
- 2.20 “MB”** means Megabyte

CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

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2.21 “GB” means Gigabyte

2.22 “DVD/RW” means a disc drive that can read and record DVDs

2.23 “USB” means Universal Serial Bus

2.24 “PCI-E” means Peripheral Component Interconnect Express

2.25 “HD” means High Definition

2.26 “HDMI” means High Definition Multimedia Interface

2.27 “DVI” means Digital Visual Interface

2.28 “VGA” means Video Graphics Array

2.29 “LAN” means Local Area Network

2.30 “TB” means Terabyte

2.31 “SATA” means Serial AT Attachment

2.32 “FIPS-201” means Federal Information Processing Standard Publication 201

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 All platforms in this solicitation must be offered with the same operating system.**

**3.1.2 Standard PC:**

**3.1.2.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

- 3.1.2.2 Processor: Latest generation process technology, minimum Intel Core i5 or equal with minimum 4 cores and 6MB cache**
- 3.1.2.3 RAM: Minimum 8GB Single DIMM, expandable up to 16GB**
- 3.1.2.4 Hard Drive: Minimum 500GB HDD**
- 3.1.2.5 Keyboard: USB or Wireless**
- 3.1.2.6 Mouse: USB or Wireless, 2-button with scroll**
- 3.1.2.7 Optical Drive: Internal DVD/RW**
- 3.1.2.8 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C**
- 3.1.2.9 Expansion Slots: Minimum 2 slots available PCI-E**
- 3.1.2.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.**
- 3.1.2.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**
- 3.1.2.12 TPM Version 2.0**
- 3.1.2.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional charge.**
- 3.1.2.14 Absolute DDS or equal - Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**



**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.2.15 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.3 POWER PC:**

**3.1.3.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**

**3.1.3.2 Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal, 4 cores and minimum 8MB cache.**

**3.1.3.3 RAM: Minimum 16GB, with free slots, expandable up to 32GB**

**3.1.3.4 Hard Drive: Minimum 256GB HDD**

**3.1.3.5 Keyboard: USB or Wireless**

**3.1.3.6 Mouse: USB or Wireless, 2-button with scroll**

**3.1.3.7 Optical Drive: Internal DVD/RW**

**3.1.3.8 USB Ports: Minimum 4 USB ports; at least 2 USB v3.0 or C**

**3.1.3.9 Expansion Slots: Minimum 2 slots available PCI-E**

**3.1.3.10 Display/Graphics: Integrated HD Graphics with Dual Monitor Support. HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA.**

**3.1.3.11 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**

**3.1.3.12 TPM Version 2.0**

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.3.13 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

**3.1.3.14 Absolute DDS or equal - Complete 5 years.** Five years begins at activation of license and lasts for five (5) calendar years from activation date.

**3.1.3.15 Energy Consumption:** Unit must be ENERGY Star Certified

**3.1.4 FIXED WORKSTATION:**

**3.1.4.1 Chassis:** Full size tower

**3.1.4.2 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.

**3.1.4.3 Processor:** Latest generation processor technology, minimum Intel Xeon or equal with minimum 8 cores and 13MB cache.

**3.1.4.4 RAM:** Minimum 32GB, with free slots, expandable up to 128GB

**3.1.4.5 Hard Drive:** Minimum 256GB SSD Primary Drive minimum and 1TB SATA HDD Secondary

**3.1.4.6 Keyboard:** USB or Wireless

**3.1.4.7 Mouse:** USB or Wireless, 2-button with scroll

**3.1.4.8 Power Supply:** Minimum of 600w or greater

**3.1.4.9 Optical Drive:** Internal DVD/RW

**3.1.4.10 USB Ports:** Minimum 4 USB ports; at least 2 USB v3.0 or C

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.4.11 Expansion Slots: 4 slots available PCI-E**

**3.1.4.12 Video: Installed 2GB (non-shared memory), discreet, DVI-D and/or Display Port Dual Link Monitor capable, support for DirectX 11, with minimum color depth 24bit.**

**3.1.4.13 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**

**3.1.4.14 TPM Version 2.0**

**3.1.4.15 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.**

**3.1.4.16 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.4.17 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.5 STANDARD LAPTOP:**

**3.1.5.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**

**3.1.5.2 Processor: Latest generation processor technology, minimum Intel Core i5 Processor or equal with a minimum of 4 cores and 6MB cache.**

**3.1.5.3 RAM: Minimum 8GB Single DIMM, expandable up to 16GB**

**3.1.5.4 Hard Drive: Minimum 500GB HDD, upgrade option to SSD**

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

- 3.1.5.5 Camera: Integrated Webcam**
- 3.1.5.6 USB Ports: Minimum 3 USB ports; with a minimum of 1 USB v3.0 and 1 USBC (charging)**
- 3.1.5.7 Display/Graphics: Integrated HD Graphics, 15" display or greater**
- 3.1.5.8 Network Interface: Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan**
- 3.1.5.9 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**
- 3.1.5.10 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**
- 3.1.5.11 Power: A/C Adapter**
- 3.1.5.12 TPM Version 2.0**
- 3.1.5.13 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.**
- 3.1.5.14 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**
- 3.1.5.15 Energy Consumption: Unit must be ENERGY Star Certified**
- 3.1.5.16 Optional Optical Drive: Internal DVD/RW**

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.6 POWER LAPTOP:**

- 3.1.6.1 Operating System:** Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.
- 3.1.6.2 Processor:** Latest generation processor technology, minimum Intel Core i7 Processor or equal with a minimum of 4 cores and 8MB cache.
- 3.1.6.3 RAM:** Minimum 16GB Single DIMM, expandable up to 32GB
- 3.1.6.4 Hard Drive:** Minimum 256GB SSD
- 3.1.6.5 Camera:** Integrated Webcam
- 3.1.6.6 USB Ports:** Minimum 3 USB ports; minimum of 1 USB v3.0 and 1 USBC (charging)
- 3.1.6.7 Display/Graphics:** Integrated HD Graphics, 17" display or greater
- 3.1.6.8 Network Interface:** Integrated Gigabit Ethernet (10/100/1000) Card, Wake on Lan
- 3.1.6.9 Wireless Adapter:** Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2
- 3.1.6.10 Smart Card Reader:** Integrated FIPS-201 compliant Smart Card Reader
- 3.1.6.11 Power:** A/C Adapter
- 3.1.6.12 TPM Version 2.0**
- 3.1.6.13 Warranty:** Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included at no additional cost.

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.6.14 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.6.15 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.6.16 Optional Optical Drive: Internal DVD/RW**

**3.1.7 TABLET PC:**

**3.1.7.1 Operating System: Windows 10 Professional or equal business class operating system with graphical user interface capable of running applications in both 64 and 32-bit architecture.**

**3.1.7.2 Processor: Latest generation processor technology, minimum Intel Core i7 Processor or equal with minimum 2 cores and minimum 4MB cache.**

**3.1.7.3 RAM: Minimum 8GB**

**3.1.7.4 Hard Drive: Minimum 256GB SSD, upgrade option to 512B SSD**

**3.1.7.5 Keyboard: Backlit**

**3.1.7.6 Mouse: Glide or Trackpad**

**3.1.7.7 Camera: Integrated Webcam**

**3.1.7.8 USB Ports: Minimum 1 USB v3.0 and 1 USBC (charging)**

**3.1.7.9 Display/Graphics: Integrated HD Graphics, 13" display or greater**

**3.1.7.10 Wireless Adapter: Supports 802.11ac (2x2) Wi-Fi and Bluetooth 4.2**

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.7.11 Smart Card Reader: Integrated FIPS-201 compliant Smart Card Reader**

**3.1.7.12 Power: A/C Adapter**

**3.1.7.13 TPM Version 2.0**

**3.1.7.14 Warranty: Four year onsite: minimum onsite/next day, to cover a minimum of hardware, keyboards, monitors or other issues related to internal components. Parts and labor for repairs included.**

**3.1.7.15 Data and Device Security: Absolute DDS or equal – Complete 5 years. Five years begins at activation of license and lasts for five (5) calendar years from activation date.**

**3.1.7.16 Energy Consumption: Unit must be ENERGY Star Certified**

**3.1.8 OPTIONAL COMPONENTS AND SERVICES**

**3.1.8.1 MONITORS:**

**3.1.8.1.1 Flat Panel Monitor 20" or greater, Aspect Ratio of 16:9 or greater, Minimum Resolution 1600x900**

**3.1.8.1.2 Flat Panel Monitor 24", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.1.3 Flat Panel Monitor 27", Aspect Ratio of 16:9 or greater, Minimum Resolution 1920x1080**

**3.1.8.2 Docking Station for Standard Laptop: Optional OEM USB-C Powered Docking Station compatible with Standard Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.**

CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

- 3.1.8.3 Docking Station for Power Laptop: Optional OEM USB-C Powered Docking Station compatible with Power Laptop. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.
- 3.1.8.4 Docking Station for Tablet: Optional OEM USB-C Powered Docking Station compatible with Tablet. Must support dual monitors, HDMI or Display port may be substituted as long as adapters are included to support DVI and VGA. Docking stations from 3rd party manufacturers are not acceptable.
- 3.1.8.5 Optional DVD/RW Drive: If DVD/RW drive is not an internal component to the Standard Laptop and Power Laptop, the Vendor should provide pricing for an optional external DVD/RW drive.
- 3.1.8.6 Optional Accidental Damage Coverage for all mobile equipment to cover everything the standard four-year warranty does not cover.
- 3.1.8.7 Optional 512GB SSD 2.5”

**3.1.9 MISCELLANEOUS MANDATORY REQUIREMENTS**

**3.1.9.1 Technical Requirements:**

- 3.1.9.1.1 All computers provided under this contract must be business-class machines, as specified in Section 2 of these specifications
- 3.1.9.1.2 All computing equipment offered in the Vendor’s response must be OEM products. Vendors must provide detailed specification sheets for all proposed products upon request. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified.
- 3.1.9.1.3 All new equipment must be delivered to the State with new components only, not refurbished, used or recycled components. If providing replacement parts, the WVOT, while preferring new parts, will accept “like new” refurbished parts with the same warranty offered for new parts. Shipping cost for returns must be paid by vendor.



**CRFQ 0212 SWC1900000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

- 3.1.9.1.4** All hardware provided under this contract must be a minimum of Energy Star 5.0 compliant.
- 3.1.9.1.5** All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification with specification sheets upon request. The Vendor must ensure equipment meets the latest EPEAT registration requirements before it is delivered. It is preferred certification documentation be provided with the bid.
- 3.1.9.1.6** Vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.
- 3.1.9.1.7** Each model provided under this contract must have consistent hardware configurations, meaning that all machines of the same make or model must have the same components.
- 3.1.9.1.8** Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail and sent to [OTPCContract@wv.gov](mailto:OTPCContract@wv.gov).
- 3.1.9.1.9** Vendor must provide at no additional charge the State with two (2) free of charge units of all initial and subsequent replacement PC, laptop, and tablet contract models. The State will use this time to test the equipment and images. It is the State's right to accept or reject any proposed model replacements.
- 3.1.9.1.10** Vendor must guarantee that any replacement units meet, or exceed, the current model's specifications. Vendor must guarantee any proposed replacement units are of equivalent pricing (equal to, or less than) to initially bid units.
- 3.1.9.1.11** Current models must be available for purchase by the State, until the proposed replacement units have been approved by the State and a Change Order has been fully executed.

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.9.1.12** If the computing equipment experiences “repeated failure” in the first year of ownership, the Vendor must replace the computing unit with a new unit of the same make and model or a model equal to or better than what is currently provided under the contract.

**3.1.9.1.12.1** The State defines “repeated failure” to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.

**3.1.9.1.13** The State must have the ability to remove the hard drive before returning any equipment to the Vendor.

**3.1.9.2 Shipping, Ordering, Billing:**

**3.1.9.2.1** Vendor must provide Next Business Day (NBD) delivery of replacement parts for all equipment.

**3.1.9.2.2** Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box, at no cost to the Agency, within five (5) business days

**3.1.9.3 Support and Contacts:**

**3.1.9.3.1** Vendor must identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award. Vendor must immediately notify the Office of Technology and the WV Purchasing Division if/when these contacts change.

**3.1.9.3.2** The successful vendor must provide a customer support telephone number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within five (5) business days.

**3.1.9.3.3** Vendor must provide direct, via telephone, second level technical access to support all equipment offered.

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

**3.1.9.3.4** Vendor must provide a parts and support website for access by State technical staff.

**3.1.9.3.5** Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required. These reports must be sent to [OTPurchasingRequest@wv.gov](mailto:OTPurchasingRequest@wv.gov)

**3.1.9.3.6** The Vendor must agree to establish Quarterly Reviews and/or mutually agreed upon calls to discuss contract issues, questions, concerns, and performance.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all 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 in the Pricing Pages and wvOASIS.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the price per requested unit. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

**4.2.1** The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate annual volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)**

---

- 4.2.2** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes if unable to access the one provided in wvOasis by sending an email request to the following address: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)
- 4.2.3** Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency may have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.
- 4.2.4** Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency may be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

**5 ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6 DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

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

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

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

**7 VENDOR DEFAULT:**

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

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

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

CRFQ 0212 SWC190000001  
REQUEST FOR QUOTATION  
STATEWIDE CONTRACT – IP19  
COMPUTERS AND PERIPHERALS  
(Revised 9/21/2018)

---

- 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 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC190000001**

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

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

**Addendum Numbers Received:**  
(Check the box next to each addendum received)

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

Dell Marketing L.P.  
Company

Nicholas Stokes  
Authorized Signature

September 24, 2018  
Date

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

PRICING PAGE

CMA 0212 IP19

(IP19) COMPUTERS AND PERIPHERALS

Quantity	Specification	Manufacturer Name	Manufacturer Part Number	Item Description	Extended Description	Unit of Measure	List Price	Extended Price
	3.1.2	Dell	Dell OptiPlex 5060 MTXCTO	Standard PC	Mini Tower - i5/6C/8MB/8T up to 4.1GHz/65W - Mem 8GB - 500GB HDD - 4 yr Support w/PM - 5 yr Absolute	EA	\$ 525.00	\$ -
	3.1.3	Dell	Dell OptiPlex 5060 MTXCTO	Power PC	Mini Tower - i7/8C/12MB/12T up to 4.6GHz/65W - Mem 16GB - 256GB SSD - 4 yr Support w/PM - 6 yr Absolute	EA	\$ 735.00	\$ -
	3.1.4	Dell	Dell Precision 5820 Tower XCTO	Fixed Workstation	Full Tower - Xeon w-2145/3.7GHz Turbo/8C/11M Cache/140W - Mem 32GB - 256GB SSD & 1TB HDD - DVD +/-RW - 4 yr Support w/PM - 6 yr Absolute	EA	\$ 1,999.00	\$ -
	3.1.5	Dell	Dell Latitude 5590 BTX	Standard Laptop	15" Pro Notebook, i5/4C/3.6GHz, 6M Cache/1.7GHz/15W, vPro UHD 620 Gfx - 1366 x 768 HD LCD, 500GB HDD - 4 yr Support w/PM - 5 yr Absolute	EA	\$ 809.00	\$ -
	3.1.6	Dell	Dell Latitude 5590 CTO	Power Laptop	15" Pro Notebook, i7/4C/8M Cache/1.9GHz/15W, vPro UHD 620 Gfx - Mem 16GB 1366 x 768 LCD, 256GB SSD - 4 yr Support w/PM - 5 yr Absolute	EA	\$ 1,059.00	\$ -
	3.1.7	Dell	Dell Latitude 7390 2-in-1 XCTO	Tablet	13.3" Pro 2in1 - i7/4C/8M Cache/1.8GHz/15W, vPro - Mem 16GB - 1920 x 1080 LCD, Touch Display - 4 yr Support w/PM - 5 yr Absolute	EA	\$ 1,350.00	\$ -
	3.1.8.1.1	Dell	E2016H	20" Monitor	20" Display, 1600 x 900 LCD	EA	\$ 89.00	\$ -
	3.1.8.1.2	Dell	P2417H	24" Monitor	24" Display, 1920 x 1080 LCD, Audio Output	EA	\$ 139.00	\$ -
	3.1.8.1.3	Dell	P2719H	27" Monitor	27" Display, 1920 x 1080 LCD, Audio Output	EA	\$ 199.00	\$ -
	3.1.8.2 3.1.8.3 3.1.8.4	Dell	WD15	Dock for Standard Laptop Dock for Power Laptop Dock for Tablet	USB-C, 180W, Dual 4K Output, HDMI, mini Display, VGA, Ethernet, Two USB 2.0, USB 3.0, & 3.5mm Audio Jack	EA	\$ 143.00	\$ -
	3.1.8.5	Dell	DW316	DVD/RW Drive	Dell External USB Slim DVD +/-RW Optical Drive - DW316	EA	\$ 39.00	\$ -
	3.1.8.6	Dell	N/A	Accidental Damage Coverage (Absolute)	Included at <b>No Charge</b> for Specification Item 3.1.2; 3.1.3; 3.1.4; 3.1.5; 3.1.6; and 3.1.7	EA	\$ -	\$ -
	3.1.8.7	Dell	2280 SATA	512 GB SSD 2.5"	412 GB Solid State Drive M.2 Serial ATA 12Gbps 2.5 inch Drive - 2280	EA	\$ 194.13	\$ -
	3.1.8.8	Dell	Radeon Pro Graphics Card - WX 4100	4GB Upgraded Graphics Card	Optional 4 GB, 4 Display ports, 4H	EA	\$ 244.89	\$ -
<b>TOTAL PRICE</b>								<b>\$0.00</b>

<b>Vendor Name:</b>	<u>Dell Marketing LP.</u>
<b>Contact Name:</b>	<u>Jan Ciemania</u>
<b>Email:</b>	<u>jan.ciemania@dell.com</u>
<b>Phone:</b>	<u>304-333-3456</u>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Shannon Walker - shannon.walker@marsh.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Commerce &amp; Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Commerce & Industry Insurance Company	19410	INSURER B : N/A	N/A	INSURER C : N/A	N/A	INSURER D : National Union Fire Ins Co Pittsburgh PA	19445	INSURER E :		INSURER F :
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**INSURED**  
 Dell Technologies Inc.  
 and all Subsidiaries  
 One Dell Way - RR1-50  
 Round Rock, TX 78682

SEA-003593183-01      **REVISION NUMBER: 3**

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER: 3**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL4611514	03/01/2018	03/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA7093468 (AOS) CA7093467 (MA)	03/01/2018 03/01/2018	03/01/2019 03/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Account# 000000223330  
 State of West Virginia is included as additional insured where required by written contract with respect to General Liability and Auto Liability.

<b>CERTIFICATE HOLDER</b>  West Virginia Department of Administration Purchasing Division 2019 Washington Street, East POB 50130 Charleston, WV 25305-0130	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services  Stephanie Guaiumi <i>Stephanie Guaiumi</i>

