



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

Purchase Order

PURCHASE ORDER NO. SIP2008D

PAGE 1

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CHANGE ORDER

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ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

*423132115 304-746-4434
 POMEROY COMPUTER RESOURCES SAL
 4013 WASHINGTON STREET WEST

 CHARLESTON WV 25313

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
04/29/2008	NET 30	611352158			
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MUL-MUL		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO.	ITEM NUMBER		
0001	05/01/2008	LS	205-43	.00000	
BLANKET OPEN-END STATWIDE CONTRACT TO PROVIDE GENERAL PURPOSE SERVERS, GIS/CADD WORKSTATIONS, PERSONAL COMPUTERS AND PERIPHERALS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS. THIS AWARD IS PER THE FOLLOWING: REQUEST FOR QUOTATION DATED FEBRUARY 6, 2008, AND SPECIFICATIONS (ATTACHED) AND ADDENDA THERETO. VENDOR'S BID DATED 03/19/2008. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON MAY 1, 2008 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS					
PURCHASING DIVISION CERTIFIED ENCUMBERED MAY 1 2008 <i>Beverly Toler</i>					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>					
OPEN END					
TOTAL					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED FOR ONE FISCAL YEAR
Dwayne Workfield

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

J. 4/29/08

JO ANN ADKINS 304-558-8802

BY *Karen B. Hester*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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	<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN</p>						

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p>						
						TOTAL	

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APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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INVOICE TO

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	SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

STATEWIDE CONTRACT FOR
SERVERS AND PERSONAL COMPUTER PERIPHERALS
REQUEST FOR QUOTATION SWC-SIP2008

1.0 PURPOSE:

The Acquisition and Contract Administration Section of the Purchasing Division on behalf of the West Virginia Office of Technology (WVOT) is soliciting proposals to qualify vendors who will compete to provide general purpose servers, GIS/CADD workstations, and miscellaneous computer peripherals, i.e., desktop printers, storage systems, monitors, scanners, etc. This contract will be a multi-vendor, multi-year contract. Potential users of this contract may include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

In order for vendors to be eligible to qualify for an award, the Vendor must meet all of the requirements listed below. Successful vendors will be qualified to submit bids for specific procurements during the life of this contract.

This contract will be made up of resellers who are authorized to sell and service multiple lines of personal computers and printers. The purpose of this contract is not to circumvent SWC-IP08 but is instead designed to supplement it. This contract will allow the users to buy servers, monitors and other peripherals that their agency may have selected as a standard but are not available from the vendor holding SWC-IP08. Any personal computers (desktops, notebooks, or tablets) purchased off this contract will require specific justification as to why the equipment on SWC-IP08 will not meet the agency's needs and approval by the Office of Technology.

The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFQ pursuant to West Virginia State Code, Section §5A-3-19.

2.0 GENERAL REQUIREMENTS:

2.1 The Vendor must be authorized to sell and service at least two of the three computer manufacturers with servers currently installed within State government. These manufacturers are Dell, HP, and IBM. The Vendor must provide documentation from the manufacturer that the vendor is authorized to sell and service this equipment.

2.2 The Vendor must be authorized to sell and service both HP and Lexmark printers since they are the larger installed base within State government. The Vendor must provide documentation from the manufacturer that the vendor is authorized to sell and service this equipment.

2.3 The Vendor must be authorized to sell and service any equipment bid under this contract.

2.4 The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters.

2.5 The Vendor must agree to inform the Contract Administrator, on a timely basis, of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions. The Vendor, at the request of the Contract Administrator, may agree to provide presentations in support of the above.

2.6 The Vendor must provide the Contract Administrator and the Purchasing Division monthly usage reports including a summary of ALL equipment (regardless of dollar amount) sold under this contract including agency name, IP number, WV-39 number, date received, install date, and total amount (copies of the actual WV-39's are not required).

2.7 The Vendor MUST provide their escalation procedures for problem resolution including time frames, contact names and phone numbers.

2.8 The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal,

3.0 STAFFING REQUIREMENTS:

3.1 The Vendor SHALL have on staff two (2) A+ certified technicians, each with a minimum of one-year experience, for the term of this contract. These certifications MUST be kept current, based on industry standards. Vendor SHALL provide copies of certifications and verification of experience for the staff who meet the requirements for the above services. Copies of certifications and verification of experience are preferred with the bid but must be provided prior to award. If either of the two required technicians leaves the Vendor's employment, the Vendor SHALL be required to obtain a replacement within 30 days. The Vendor SHALL provide the replacement certifications to the Contract Administrator. Until a replacement is employed, the Vendor may not be permitted to bid on procurements under this contract.

3.2 The Vendor shall designate one or more staff members who will be familiar with the administrative elements of this agreement. This person(s) shall work directly with the Contract Administrator. This person shall be available via a toll-free number between the hours of 8:00 a.m. and 5:00 p.m. EST, during business days for the State, and be accessible to all agencies that have purchased items from the Vendor under this contract.

4.0 EXPERIENCE & REFERENCE REQUIREMENTS:

4.1 The Vendor's company shall have been in sales and service of the information technology product types they are bidding, for a minimum of five (5) years at the time of bid opening. The vendor shall provide documentation supporting how the company meets this requirement, i.e., a copy of the articles of incorporation.

4.2 The Vendor shall provide five (5) written customer references with which they have done business during the last year in a comparable contract. Two (2) of these customer references shall be from within West Virginia.

5.0 SUPPORT REQUIREMENTS:

5.1 The Vendor SHALL maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the core hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State, and accessible to all agencies who have purchased items from the Vendor under this contract. Personnel staffing the Vendor's support line SHALL be able to give competent technical assistance to agencies for all items purchased from the Vendor.

6.0 WARRANTY REQUIREMENTS:

6.1 Warranty work SHALL be performed by a technician authorized by the manufacturer to service the equipment. During the term of the contract, a copy of the technician's certifications SHALL be made available upon request of the State. If the copy cannot be made available, the agency has the option of going to a company who is authorized to serve the equipment and the originating vendor will be responsible for any expenses incurred.

6.2 If the agency specifies a particular warranty type and response time, by bidding, the Vendor is agreeing to meet the warranty provisions required in the agency's specifications.

6.3 If the agency specifies a particular warranty type and response time, the Vendor must be very specific on the warranties on each component bid. For instance, if an agency requests a three-year on-site warranty and they're asking for a laptop and docking station, the vendor must provide a three-year on-site warranty for the laptop, but must specifically note that the docking station carries only a one-year on-site warranty, and the pc battery is only warranted for one year. If the vendor is not specific, it will be assumed that the entire bid carries the three-year on-site warranty.

6.4 If the agency does not specifically address warranty coverage in its bid document, the Vendor SHALL, at a minimum, provide the manufacturer's mail-in warranty that includes parts and labor, at no cost to the State. Warranty SHALL cover all shipping costs to the manufacturer's designated repair depot, and for the equipment's return.

6.5 The Vendor is responsible for registering the equipment with the manufacturer for standard warranty and extended warranty coverage if specified in the agency specifications.

6.6 If the agency specifies on-site warranty, and the Vendor responds positively to the bid, the Vendor SHALL "fix" the equipment on-site. If the equipment is not repaired within eight (8) business hours, the Vendor SHALL supply a "loaner" of equal to or better than the original equipment specifications, unless declined by the agency. Loaner equipment will be available to the agency to use until the original equipment is returned and working to the satisfaction of the agency. The agency will be required to load any software over and beyond the software installed on the machine as originally purchased. The agency may request the Vendor to load additional software at their billable hourly rate.

6.7 If the equipment is mission critical, this requirement will be noted in the agency's bid specifications. A loaner SHALL be provided within 4 business hours to the agency until the hardware is repaired and meets the agency's satisfaction. The Vendor will be required to assist the agency in removing the software and data from the mission critical machine and loading the software and data on the loaner so that the machine can be up and running within 4 business hours, at no cost to the agency.

6.8 When a warranty call is made to the Vendor, the Vendor, after hearing the problem description by the agency, will try to work with the agency to resolve the problem over the phone. At their discretion, the agency can require the Vendor to come on-site to resolve the problem when the equipment has been purchased under an on-site warranty.

6.9 When the Vendor is required to come on-site, if the problem is determined to be a problem not related to the hardware and software supplied by that Vendor, they may bill the agency at their billable hourly rate for the time spent driving one-way to the user site and the time spent on-site. In this instance, the agency SHALL be notified of the error and the Vendor's intent to bill for the call. If the agency disagrees with the cause, both the agency and the Vendor will document the situation and submit it to WVOT for review and resolution.

6.10 Upon completion of any warranty call, the Vendor SHALL provide the agency with a signed service report that includes, at a minimum, the date, a general statement of the problem, the serial number of the problem equipment, the action taken, any materials or parts replaced, the name of the technician who performed the repair, and the number of hours required to complete the repairs. There should also be a place for the agency to sign confirming that the warranty work was performed.

6.11 If the Vendor subcontracts the warranty work to the manufacturer, i.e., provides the manufacturer's telephone number for service, the vendor must understand that if the manufacturer does not meet the timeframes required, the Vendor will be held responsible.

7.0 PURCHASING PROCEDURES:

The State uses an Internet-based Bulletin Board that is accessible only to those Vendors who qualify to sell under this contract.

- 7.1 The agency identifies a need and provides specifications to the SIP2008 Contract Administrator.
- 7.2 The Contract Administrator reviews the specifications and if acceptable, puts the specifications out on the Bulletin Board.
- 7.3 The Vendor MUST itemize each bid showing a) the manufacturer and manufacturer's model/part number; b) the unit cost; and c) the extended cost.
- 7.4 The Vendor MUST total his bid. In the instance where an error is made in the Vendor's math, the unit price SHALL prevail.
- 7.5 All Vendor quotes MUST be F.O.B. Destination with inside delivery.
- 7.6 All Vendor bids MUST be valid for a minimum of sixty (60) calendar days.
- 7.7 If determined to be the successful bidder, the vendor must submit a signed copy of their bid within two (2) business days.
- 7.8 The costs quoted MUST match the invoice to insure timely payment.
- 7.9 In many instances, the agency does not have the expertise in-house to identify problems and instead rely on the reseller to work with them to resolve problems. In other instances, the agency would prefer to deal directly with the manufacturer. The agency will show on its specification sheet whether they want warranty support provided by the vendor, the manufacturer, or either.

8.0 QUOTATION FORMAT:

All vendors who meet all of the mandatory requirements of this RFQ will qualify to participate in this statewide SIP08 contract. The bid format should be as follows:

- 8.1 Title Page – This page should be a letter from the vendor stating the RFQ subject and number, the name of the vendor, the vendor's business address, telephone number, name of authorized contact person to speak on behalf of the vendor, and e-mail address of that contract person. The letter should also confirm that the vendor meets all mandatory requirements of the bid.
- 8.2 General Requirements – Vendors must provide the following prior to award:
- 8.2.1 Letters from the two personal computer manufacturers showing that the vendor is authorized to sell and service the equipment (2.1);
- 8.2.2 Letters from HP and Lexmark stating that the vendor is authorized to sell and service these printers (2.2);
- 8.2.3 Escalation procedures including timeframes, contact names and phone numbers (2.7);
- 8.3 Staffing Requirements – Vendors must provide the following prior to award:
- 8.3.1 Copies of certifications and verification of experience for two A+ certified technicians on staff (3.1);

8.3.2 A list of support staff for this contract (3.2);

8.4 Experience and Reference Requirements – Vendors must provide the following:

8.4.1 Documentation supporting how long the company has been in business and how long they have been selling this type of equipment (4.1);

8.4.2 The required contact information for their five customer references, two of which are from West Virginia (4.2)

8.5 Support Requirements – Vendors must provide their toll-free technical support telephone number (5.1).



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