



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

Request for Quotation

RFQ NUMBER
ISCL0048

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION TO:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

*IBM
 145 Summer's Street
 Charleston WV
 25301*

DEPARTMENT OF ADMINISTRATION
 IS&C - COMMUNICATIONS
 1900 KANAWHA BLVD. E.
 BUILDING 5, 10TH FLOOR
 CHARLESTON, WV
 25305 304-558-5472

DATE PRINTED: **12/10/2010** TERMS OF SALE: SHIP VIA: F.O.B.: FREIGHT TERMS:

BID OPENING DATE: **01/12/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		287-54		
<p>THREE PHASE UNINTERRUPTIBLE POWER SUPPLY</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE AND INSTALL ONE (1) NEW LEIBERT SERIES 80KVA NX THREE PHASE UNINTERRUPTIBLE POWER SUPPLY, MODEL 38SA081A0A00 (OR EQUAL) PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS WEDNESDAY, DECEMBER 22, 2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>NOTICE TO PROCEED: THE INSTALLATION OF THE EQUIPMENT SHALL BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE RECEIVED PURCHASE ORDER SHALL SERVE AS THE NOTICE TO PROCEED.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

RECEIVED
 2011 JAN 19 A 9:42
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* 304-754-7001 TELEPHONE: 304-730-4290 DATE: 01-19-11

TITLE: *SR Client Exec* FEIN: *IBM* ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 60130
 Charleston, WV 25305-0130

Request for Quotation

BRO NUMBER
ISCL0048

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

**DEPARTMENT OF ADMINISTRATION
 IS&C - COMMUNICATIONS
 1900 KANAWHA BLVD. E.
 BUILDING 5, 10TH FLOOR
 CHARLESTON, WV
 25305 304-558-5472**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: **01/12/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ISCL0048</p> <p>BID OPENING DATE: 01/12/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>304-347-7212</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID;</p> <p>W. EARL PALMER / IBM</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
ISCL0048

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

D
E
P
A
R
T
M
E
N
T

DEPARTMENT OF ADMINISTRATION
 IS&C - COMMUNICATIONS
 1900 KANAWHA BLVD. E.
 BUILDING 5, 10TH FLOOR
 CHARLESTON, WV
 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/10/2010				

BID OPENING DATE: **01/12/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ ISCL0048 ***** TOTAL:						<u>\$ 102,503.44</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**West Virginia office of Technology
Request for Quotation (RFQ)**

The West Virginia Purchasing Division for the agency WVOT requests quotes to supply and install a new Liebert Series 80kVA Liebert NX Three Phase Uninterruptible Power Supply, model 38SA081A0A00, (or Equal) with the following related hardware and specifications:

The system must include AC bypass voltage 208V (three-phase, three or four wire plus ground).

The system must include AC output voltage 208V (three phase, three or four wire plus ground).

The system must be equal to One (1) 80kVA Liebert NX Three Phase Uninterruptible Power Supply, model 38SA081A0A00, with the following features and characteristics:

The system must have Input Voltage 208VAC (3 wire plus ground) and must have system Output Voltage 208/120VAC (three phase, three or four-wire plus ground) and must include the following features:

- Integrated Load Bus Sync TM
- Softscale technology allows future upgrades up to 120kVA
- IGBT pulse-width modulated (PWM) rectifier providing 0.99 input power factor and 4% reflected input current distortion (THD)
- Temperature compensated separate battery charger to allow use with valve-regulated lead acid (VRLA), wet cell lead acid, and NiCad battery systems
- IGBT pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Single input, true on-line, double conversion
- Field Configurable for dual input (single module systems only)
- Internal manual bypass switch
- Withstand rating and UPS width: 65kAIC, UPS Module 25.5 inches wide
- Digital Signal Processing (DSP) control system
- Back-lit LCD Graphic Display with multilingual support and user friendly navigation menu
- Alarm History Database
- Redundant Cooling Fans
- Local EPO with provision for Remote EPO
- Three (3) Intellislot Communication Ports
- IP 20 enclosure

- Casters and leveling feet
- Meets ISTA 1B transportation requirements
- Meets FCC Part 15, Class A
- UL and cUL Listed to UL Standard 1778

The system must include 1 (One) IS-WEBLB: IntelliSlot Web Card LB. This interface card must deliver SNMP, Telnet and web-management capability for enhanced communications and control of Liebert UPS, Power Management or Precision Cooling systems. The card must manage a wide range of operating parameters, alarms and notifications, transmitting data over the network.

The system must include an External Battery System rated for 66 minutes at a 80kVA load and must have the following features:

Two (2) External Battery Cabinet(s) model number: 38BP120XWX1BNS or equal

- Battery Cabinets are shipped separately and include side panels.
- Battery interconnect cable kit type: Left Side of UPS
- Battery Cabinet cable kits include DC wiring as well as control interface wiring.

The system must include a Liebert Bypass Distribution Cabinet, model FXC12C6NNG6, or equal with the following features:

- 3-Breaker wrap-around maintenance bypass with interlock by solenoid key release unit (SKRU)
- Distribution, Width and Access Requirements: (2) 225A Breakers, 47in Wide, Front & Rear Access
- Casters and leveling feet

And shall include interconnecting cables for bolting the Bypass Distribution cabinet to the right side of the UPS

UPS System Start-up Services, must including the following;

Start-up includes one site trip by a LGS customer engineer after the UPS has been installed. The site trip must include the following services for one UPS module: non-powered inspection UPS electrical and operational checkout, full parts and labor for any remedial work required on the UPS or battery cabinets, and customer operation training. Start-up also must include remedial onsite labor, parts, and travel for the full one-year warranty period. Startup shall be scheduled at the customers designated time.

ADDITIONAL SERVICES TO BE PROVIDED BY THE VENDOR

The vendor must describe any power interruptions necessary for the installation of this hardware. If it is found necessary for an additional power outage to

occur, the Data Center Manager **must** be notified at least two weeks before the occurrence. The vendor **must** submit a schedule of dates and times of interruptions in advance so that we can have adequate time to notify end-users.

The vendor **shall** be responsible for all necessary permits, licenses, and inspections as required.

The vendor **shall** be responsible for the maintenance and warranty for all hardware and labor by maintaining a 24/7 helpline for technical issues for the period of one year after installation. A live attendant **shall** be on site within 4 hours from a trouble call being placed.

The vendor **shall** provide training to designated State personnel (not to exceed 6 employees) on the operations of all hardware.

All installation **shall** be completed within 60 day after receiving of purchase order.

INSTALLATION ADDRESS

This System is to be installed at the Disaster Recovery Center located at 89 Richard D. Munnich Dr., Sutton WV.

HOURS OF WORK

The normal working hours for the Office of Technology are 7:30 AM to 5:00 PM, Monday through Friday. However, designated State holidays, weekends, and after hours schedules will be accommodated if given advance notice and permission by the Office of Technology.

PERSONNEL

The Vendor **shall** submit a proposed staffing plan including supervisory personnel to accomplish this work in the designated time frame.

EQUAL EMPLOYMENT OPPORTUNITY

The successful vendor **must** be an Equal Opportunity Employer, and **shall** take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, disability, or political affiliation.

CONDUCT AND MANAGEMENT

While employed on this contract, all personnel will remain employees of the vendor. The vendor **shall** make this condition clearly known to his or her employees and **shall** be responsible for their conduct and management. The State of West Virginia **shall** not be considered a re-employer. If a vendor employee displays improper work conduct, unsatisfactory performance, or is deemed to be unqualified to perform the assignment, the Office of Technology may request a replacement employee from the vendor. The Vendor **shall** be solely responsible for conformity with all applicable health, safety and sanitation standards, laws and regulations at the State's facilities.

SMOKE FREE / DRUG FREE / ALCOHOL FREE

In keeping with the policies of the State of West Virginia, the Vendor **must** maintain a drug free / alcohol free work environment.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting this response, the vendor certifies that it does not and will not, during the performance of the contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

METHOD OF PAYMENT / COMPENSATION

After all work has been satisfactorily completed and accepted by the State of West Virginia as outlined in this contract, the vendor **shall** transmit an invoice for payment in the amount of the original purchase order. The vendor **shall** be responsible for all salaries, wages, and related costs. The vendor **will** be responsible for paying any and all insurance, taxes, overtime, holiday pay, and other unnamed payroll costs, which may arise. If the contractor has not completed the work within the prescribed time frame, the contractor **shall** be assessed liquidated damages until the work is completed. Liquidated damages **shall** comprise of a daily penalty of five (5) percent of the total contract award per day until the work is satisfactorily completed.

SUPPORT

The Office of Technology will have an employee available during all installation. Additionally, the Office of Technology will provide a list of contact and support personnel that will be available to the vendor.

By signing below, vendor certifies that all specifications will be followed, that vendor meets all criteria, and will adhere to the schedule if awarded the purchase order.

Total Cost Quote: \$ 102,503.44

W EARL PALMER
Print Name

W Earl Palmer SR. CHIEF EXECUTIVE
Signature/ Title

IBM
Vendors Name



Advanced Facilities Inc.
4690-S Interstate Dr.
Cincinnati, Oh 45246
(513) 942-9900
Fax (513) 682-2145

January 13, 2011

Bid #11006

Mr. Mike Tempel
IBM

Re: WV DR UPS Install

Dear Mr. Mike Tempel

AFI appreciates the opportunity to provide the quote to install the UPS system for the West Virginia Disaster Recovery site in Flatwood, WV.

Scope of Work

- Provide and install a 112kva, 208 x 208/120 volt isolation transformer
 - Locate transformer to the right of the existing 400 amp disconnect
- Provide and install a 400 amp, 250 volt, 3-pole fused disc (transformer output)
 - Install disconnect to the right of the new transformer
- Receive, store, deliver and rig into place the UPS/Battery system
 - Provide 3' clearance between transformer/disconnect and UPS system
- Provide and install pipe and wire between existing disconnect, new transformer, disconnect, UPS system and existing UPS distribution panel.
- Provide connections at all equipment
- Grounding and bonding as required
- Ready system for factory start-up

Assumptions

- Liebert 80/120kva NX UPS system provided by other
- UPS system will be wired for 80kva maximum
- Local building steel is adequate for grounding and bonding for the UPS system and associated equipment
- UPS system will set directly on the tile floor
- The floor is structurally adequate for the UPS system and associated equipment
- No EPO button required
- Power provided at the existing disconnect is adequate and was installed per applicable codes
- Existing UPS distribution panels and wiring are adequate and were installed per applicable codes
- Areas where work is to be performed are readily accessible
- UPS will be delivered through double
- Permits and inspections are included
- All work will be performed by licensed contractor/electricians
- UPS start-up and testing by factory
- System is limited to 80kva per input wiring even though it is upgradable to 120kva

Pricing

\$21,772.00

Thank you,

Joe Vogerl

Electrical Estimator
Advanced Facilities Inc.

TERMS

Net 45 days

Quote is good for 90 days

Tax not included

STATEMENT OF WORK

This Statement of Work ("SOW") adopts and incorporates by reference the terms and conditions of IBM Customer Solutions Agreement #49CS0117 between IBM and Advanced Facilities, Inc. Transactions performed under this SOW will be conducted in accordance with be subject to the terms and conditions of this SOW, the Agreement and any applicable Work Authorizations ("WA's"). This SOW is not a WA. A Purchase Order Work Authorization will be the means of commitment.

Liebert

COMPANY:	IBM Global Services	PROPOSAL #:	Q01509165-01
ATTN:		PAGES:	4
FAX:	emailing	DATE:	Jan 17, 2011
FROM:	Deanna Hurst		
PROJECT:	STATE OF WVA		

We are pleased to provide our quotation for the following Liebert NX UPS system(s) for your consideration on this project.

Liebert NX Single Module UPS System each consisting of the following:

One (1) 80kVA Liebert NX Three Phase Uninterruptible Power Supply, model 38SA081A0A00, with the following features and characteristics:

System Input Voltage 208VAC (3 wire plus ground)

System Output Voltage 208/120VAC (three phase, three or four-wire plus ground)

- Integrated Load Bus Sync TM
- Softscale technology allows future upgrades up to 120kVA
- IGBT pulse-width modulated (PWM) rectifier providing 0.99 input power factor and 4% reflected input current distortion (THD)
- Temperature compensated separate battery charger to allow use with valve-regulated lead acid (VRLA), wet cell lead acid, and NiCad battery systems
- IGBT pulse-width modulated (PWM) inverter
- Automatic continuous duty static transfer switch
- Single input, true on-line, double conversion
- Field Configurable for dual input (single module systems only)
- Internal manual bypass switch
- Withstand rating and UPS width: 65kAIC, UPS Module 25.5 inches wide
- Digital Signal Processing (DSP) control system
- Back-lit LCD Graphic Display with multilingual support and user friendly navigation menu
- Alarm History Database
- Redundant Cooling Fans
- Local EPO with provision for Remote EPO
- Three (3) Intellislot Communication Ports
- IP 20 enclosure
- Casters and leveling feet
- Meets ISTA 1B transportation requirements
- Meets FCC Part 15, Class A
- UL and cUL Listed to UL Standard 1778
- 1 (One) IS-WEBLB: IntelliSlot Web Card LB. This interface card delivers SNMP, Telnet and web-management capability for enhanced communications and control of Liebert UPS, Power Management or Precision Cooling systems. The card manages a wide range of operating parameters, alarms and notifications, transmitting data over the network.

External Battery System rated for 66 minutes at a 80kVA load with the following features:

Two (2) External Battery Cabinet(s) model number: 38BP120XWX1BNS

- Battery Cabinets are shipped separately and include side panels.

- Battery interconnect cable kit type: Left Side of UPS
- Battery Cabinet cable kits include DC wiring as well as control interface wiring.

Liebert Bypass Distribution Cabinet, model FXC12C6NNG6, with the following features:

- 3-Breaker wrap-around maintenance bypass with interlock by solenoid key release unit (SKRU)
- Distribution, Width and Access Requirements: (2) 225A Breakers, 47in Wide, Front & Rear Access
- Casters and leveling feet
- Shipped separately and include interconnecting cables for bolting the Bypass Distribution cabinet to the right side of the UPS

UPS System Start-up Services, including the following:

Start-up includes one site trip by a LGS customer engineer after the UPS has been installed. The site trip includes the following services for one UPS module: non-powered inspection UPS electrical and operational checkout, full parts and labor for any remedial work required on the UPS or battery cabinets, and customer operation training. Start-up also includes remedial onsite labor, parts, and travel for the full one-year warranty period.

- Startup is scheduled at the customers designated time

Terms & Conditions:

- Quotation Valid for 45 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- Liebert standard Terms & Conditions apply (see attached, T&C's available at <http://www.liebert.com/purchaseagreement.htm>)

Total Price Including Freight but NOT TAX

USD 80,781.44

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: IBM

Signed: [Signature]

Date: 01-19-11

Title: SR. CLIENT REPRESENTATIVE

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. ISCL0048

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: IBM

Authorized Signature: [Signature] Date: 03-10-10

State of West Virginia

County of Berkley, to-wit:


Taken, subscribed, and sworn to before me this 10th day of March, 2010.

My Commission expires August 1, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



OFFICIAL SEAL
Notary Public, State of West Virginia
CAROLYN S. KNIGHT
315 Florence Lane
Martinsburg, WV 25401
My commission expires August 1, 2011