



**State of West Virginia  
Department of Administration  
Purchasing Division**

**N O T I C E**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*

# Response to State of West Virginia Office of Technology for Statewide Contract for Computers, Printers and Peripherals from Hewlett-Packard Company



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PURCHASING DIVISION  
STATE OF WV

November 15, 2011  
RFQ # IP11





Hewlett-Packard Company  
2351 HP Way NE  
Rio Rancho, NM 87144  
[www.hp.com](http://www.hp.com)

November 15, 2011

Krista Ferrell - File 42  
Buyer  
State of West Virginia  
Department of Administration  
Purchasing Division - Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Tina Segneri Ladegast  
Field Account Manager  
Tel.: 859.361.8544  
Fax: 954.343.2210  
[tina.segneri@hp.com](mailto:tina.segneri@hp.com)

Dear Ms. Ferrell,

Hewlett-Packard ("HP") is pleased to submit the enclosed proposal in response to the State of West Virginia's, Request for Quotation for Blanket Open End Statewide Contract for Computers and Peripherals, number IP11 ("RFQ"). Our proposal illustrates the many reasons why HP should be the State's vendor of choice.

HP has long been recognized as a leading global computer equipment manufacturer. Our commitment to quality and reliability, product stability, security and manageability will help the State reduce the cost of ownership that will benefit the State's bottom line.

No other vendor in this industry can offer the State all of the following benefits that meet the State's mandatory requirements:

- Consistent competitive pricing
- Procurement through HP Direct
- A single point of contact through the HP Account Team
- Support network with consistent delivery capabilities in the State of West Virginia
- Leadership in quality and customer satisfaction, two longstanding HP business imperatives
- Long product life cycles with transition support to future new technologies
- EPEAT Gold or Silver rated desktops, notebooks and monitors
- Strong alliances with leading technology providers—such as Intel® and Microsoft®

As one of the recognized leaders in computing products, HP welcomes the opportunity to demonstrate why we are the best choice for the State's computers and peripherals acquisitions. We would like to meet with the State's evaluation team to discuss our technology roadmap and present our strong fulfillment capabilities.

We look forward to a strong and mutually beneficial business relationship. Please contact me at 859.361.8544 or [tina.segneri@hp.com](mailto:tina.segneri@hp.com) if you have any questions regarding HP's proposal.

Sincerely,

Tina Segneri Ladegast  
Field Account Manager  
Personal Systems Group - Premier Accounts

## Non disclosure

Pursuant to the West Virginia Uniform Trade Secrets Act, W. VA. Code §§47-22 *et seq.* and W. VA. Code §§29B-1-4 (a)(1) and (5), HP's product (lifecycle) roadmap, which is required by section 3.3 and included as **HP Attachment 2**, is considered confidential and trade secret, and is, therefore, exempt from public disclosure under the West Virginia Freedom of Information Act, W. VA. Code §§ 29B, *et seq.*

The information in **HP Attachment 2**, which is marked "confidential," is considered trade secret information in that it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain commercial economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Controlling access to this information is key to reduce the potential use of an article of trade or a service having commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

This confidential information is furnished in confidence with the understanding that it will only be used or disclosed for evaluation purposes, unless otherwise required by law or permitted by HP. If a contract or purchase order is awarded based on this proposal, the State may use and disclose this information to the extent required by law. The restriction does not limit the State's right to use or disclose this information if obtained from another source without restriction.

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## Table of Contents

Executive Summary .....	6
Quotation Form .....	8
Clarifications to RFQ Form .....	15
HP Response to WV Office of Technology .....	17
General Terms and Conditions .....	17
Instructions to Bidders.....	22
Acquisition and Contract Administration.....	23
1.0 Purpose .....	24
1.1 Definitions.....	25
1.2 Mandatory Pre-bid Conference .....	25
1.3 Purchasing Affidavit.....	25
1.4 Contract Provisions .....	26
1.5 Subcontracts/Joint Ventures .....	26
1.6 Liquidated Damages .....	27
2.0 Operating Environment .....	28
2.1 Location .....	28
2.2 Background .....	28
3.0 Procurement Specifications.....	29
3.1 Hardware Specifications.....	29
3.2 Inventory.....	33
3.3 Hardware Life-cycle/Stability .....	33
3.4 Vendor Corporate Stability and References .....	36
3.5 Vendor Solution/Plan of Work .....	37
3.6 Ordering Procedures .....	37
3.7 Delivery and Acceptance.....	39
3.8 Invoicing and Payment.....	44
3.9 Warranty and Support .....	45
3.10 Optional Components.....	56
4.0 Cost.....	61
Mandatory Requirements.....	63
Vendor Preference Certificate.....	64
Purchasing Affidavit .....	65
Attachments .....	66
Attachment 1 – State and Local Government and Education Customer Return Policy ..	66
Attachment 2 – HP Confidential HP Proposed Product Roadmap.....	66
Attachment 3 – HP Self-Maintainer Operations Guide.....	66
Attachment 4 – Sample Service Record Report.....	66
Attachment 5 – HP Response to Attachments A – J.....	66
Attachment 6 – HP Mandatory Requirements Letter.....	66
Attachment 7 – Addendums 1 & 2.....	66
The following have been provided in soft copy only on the accompanying CD-ROM:...	66
HP Hardware Quick Specs zip:.....	66
HP Compaq 6005 Pro Business PC Quick Specs.....	66
HP ProBook 6565b Business Notebook Quick Specs.....	66
HP EliteBook 8560w Business Notebook Quick Specs.....	66



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<i>HP EliteBook 2760p Tablet Quick Specs .....</i>	<i>66</i>
<i>HP Z210 Workstation Quick Specs .....</i>	<i>66</i>
<i>HP Docking Stations for HP Business Notebooks Quick Specs .....</i>	<i>66</i>
<i>HP Hardware Data Sheets zip: .....</i>	<i>67</i>
<i>HP Compaq 6005 Pro Business PC Data Sheet .....</i>	<i>67</i>
<i>HP ProBook 6565b Business Notebook Data Sheet .....</i>	<i>67</i>
<i>HP EliteBook 8560w Business Notebook Data Sheet .....</i>	<i>67</i>
<i>HP EliteBook 2760p Tablet Data Sheet .....</i>	<i>67</i>
<i>HP Z210 Workstation Data Sheet .....</i>	<i>67</i>



## Executive Summary

With the ever-changing pace of technology, Hewlett-Packard (HP) understands, the State of West Virginia Office of Technology's (the State) desire to establish standards for a new laptop and desktop computing platform that is included in Gartner's "Leader" quadrant. This platform should provide high performance and reliability for the end-user community, while offering ease of management for the IT staff and streamlined procurement for administrative personnel.

Choosing a laptop and desktop platform can be a complex decision. It requires the careful consideration of several key factors, including price, stability, performance, manageability and reliability. Hewlett-Packard's response describes our ability to meet the State's requirements with products that incorporate leadership technologies and are backed by world-class support services and strong alliances. HP's history of developing and supporting superior, reliable products is demonstrated by our rapid growth and recognition in the personal computer industry.

## HP Understands the State's Requirements

HP's strategy of providing personal computing products that lead the industry in price, performance and reliability enables us to provide a solution that addresses all facets of the State's requirements.

During acquisition, HP can simplify the procurement process by providing the State with a single source for hardware, support and services. The State can reduce administrative costs and improve order cycle times by taking advantage of HP's advanced supply-chain systems.

With regard to support, HP's flexible, responsive and innovative programs can help to increase end-user satisfaction, which includes HP's Self Maintainer program available to the State to ensure maximum uptime.

## Meeting the State's Requirements

HP's proposed solution aligns with your laptop and desktop computer requirements. The following is a snapshot of our proposed solution:

- **Warranty/Maintenance/Service:** Four years of onsite coverage with disk retention is included in our offering. Additionally, accidental damage protection is included in our offering on our notebooks, as noted in our attachment pricing forms. Service to be provided by HP, factory authorized partners or by the State's personnel authorized under HP's Self Maintainer program.
- **Proposed Hardware:**
  - HP Compaq 6005 Business Desktop PC
  - HP ProBook 6565b Notebook
  - HP EliteBook 8560w Notebook
  - HP 2760p Tablet
  - HP Z210 CMT Workstation

For your convenience, product specification documents have been provided in soft copy on the CD-ROM. Please refer to **HP Attachment Hardware Quick Specs.zip** and **HP Attachment HP Hardware Data Sheets.zip**.



## The HP Difference

The State will benefit from an HP solution that provides the following strengths

- Services by HP are composed of approximately 150,000+ technical professionals worldwide. The global capabilities of HP encompass 180 data centers, 90+ solution centers, 40 service desk centers, and the industry's largest channel partner network.
- As the only vendor authorized by Microsoft®, Novell, Netscape and Cisco to perform worldwide service and support, HP can implement best-in-class products from its partners and then act as a single point of contact for support of the entire solution.
- HP desktop products incorporate consistent components, configurations and drivers to simplify maintenance, reduce costs and promote stability over the full model life cycle.
- HP's open, comprehensive and multilayered software management offerings—including the industry-standard desktop management interface (DMI)—will enable the State's IT staff to manage the environment proactively. They will be better able to anticipate end-user needs for increased functionality or performance and will be well equipped to diagnose and correct any problems that may arise.
- HP's careful integration of design and manufacturing processes, coupled with a thorough understanding of customer needs, results in superior product quality and exceptional customer satisfaction.
- HP has an established reputation as one of the best technology companies with which to partner. HP's account team will work hard to create a healthy collaborative environment with the State and any third-party technology providers participating in solution design or delivery.

At HP, we want to make choosing the right technology for your environment an easy and fulfilling experience. The demands on state and local governments are greater than ever. The health and safety of citizens is increasingly costly and difficult to protect. At the same time, constituents are demanding that services be personalized, delivered on time and available at their convenience. Government must satisfy these rising expectations with shrinking budgets.

For over 60 years, HP has been dedicated to helping state and local governments and their agencies accomplish their goals, and streamline government operations through advances in information technology. HP remains dedicated to offering unparalleled technology value to new customers as well.

## HP: Committed to Your Success

As the leading innovator in an industry built on innovation, HP is serious about its commitment to installing cutting-edge technologies into state and local agencies. Helping state and local governments fulfill their mission is a fundamental part of HP's business.

The proposed HP laptop and desktop computers are recognized as market leaders in price and performance and are widely regarded as the highest quality and most reliable products in the industry. In addition to superior products, HP offers the State comprehensive support and service programs. We are confident that our response will meet your requirements and exceed your expectations. We look forward to meeting with your evaluation team to discuss the proposed offering and to explore next steps.





State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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## Request for Quotation

RFQ NUMBER

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

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304-558-8802

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Hewlett-Packard Company  
3000 Hanover Street  
Palo Alto, CA 94304-1185

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VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
09/19/2011						
BID OPENING DATE: 10/27/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-43	Please refer to HP's Itemized Cost Sheets	Please refer to HP's Itemized Cost Sheets
PERSONAL COMPUTERS						
REQUEST FOR QUOTATION (RFQ)						
BLANKET OPEN END STATEWIDE CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS TO ESTABLISH A BLANKET OPEN END STATEWIDE CONTRACT FOR COMPUTERS, PRINTERS, AND PERIPHERALS PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON SEPTEMBER 27, 2011 1PM IN 10TH FLOOR CONFERENCE ROOM LOCATED IN BUILDING 5 ON THE WV STATE CAPITOL COMPLEX IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		Judith M. Alexander, Esq.		TELEPHONE	954.272.0855	DATE 10-20-11
TITLE Public Sector Contracts Negotiator		FEIN 94-1081436		ADDRESS CHANGES TO BE NOTED ABOVE		

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





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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558 4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 4, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLIN HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THOSE MDE DURING THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY A FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND ANY AGENCY PERSONNEL IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTIO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Judith M. Alexander, Esq.	TELEPHONE	DATE 10-20-11
TITLE Public Sector Contracts Negotiator	FEIN 94-1081436	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
EXHIBIT 10						
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND 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.						

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SIGNATURE	Judith M. Alexander, Esq.	TELEPHONE	DATE 10-20-11
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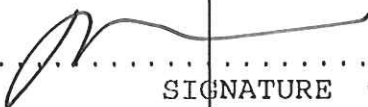
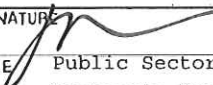
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<div style="text-align: center;"> SIGNATURE Judith M. Alexander, Esq. Hewlett-Packard Company COMPANY 10-20-11 DATE</div> <p>* HP agrees to the terms and conditions herein, subject to the content of HP's proposal.</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS 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)</p> <p>SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						
SIGNATURE 		Judith M. Alexander, Esq.		TELEPHONE	954.272.0855	DATE 10-20-11
TITLE Public Sector Contracts Negotiator		FEIN 94-1081436		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>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 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: SEE SECTION 3.6 OF THE ATTACHED SPECIFICATIONS.</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> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		Judith M. Alexander, Esq.		TELEPHONE	954.272.0855	DATE 10-20-11
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>REV. 05/26/2009</p> <p>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.</p> <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 42</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE: Judith M. Alexander, Esq.		TELEPHONE: 954.272.0855		DATE: 10-20-11		
TITLE: Public Sector Contracts Negotiator		FEIN: 94-1081436		ADDRESS CHANGES TO BE NOTED ABOVE		

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PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

RFQ COPY  
TYPE NAME/ADDRESS HERE

Hewlett-Packard Company  
3000 Hanover Street  
Palo Alto, CA 94304-1185

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
09/19/2011						
BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM						
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: IP11						
BID OPENING DATE: 10/27/2011						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 854-341-2210						
CONTACT PERSON (PLEASE PRINT CLEARLY): Tina Segneri Ladegast						
***** THIS IS THE END OF RFQ IP11 ***** TOTAL:						
Please reference HP's Itemized Cost Sheets						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE Judith M. Alexander, Esq	TELEPHONE 954.272.0855	DATE 10-20-11
TITLE Public Sector Contracts Negotiator	FEIN 94-1081436	ADDRESS CHANGES TO BE NOTED ABOVE

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

## Clarifications to RFQ Form

### **Response:**

HP agrees to the content of the Request for Quotation forms, as included above. For the State's consideration, we have proposed minor clarifications, which are included below.

**Life of Contract:** THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN THE NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE RENEWAL 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.

UNLESS SPECIFIC PROVISIONS OF STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

### **Response:**

HP has read and acknowledges. HP agrees to the content of the first paragraph and proposes the following modifications to the second paragraph for the State's consideration:

UNLESS SPECIFIC PROVISIONS OF STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, HP RESPONSE TO THE TERMS, CONDITIONS AND HP'S PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT UNLESS OTHERWISE NEGOTIATED BY THE PARTIES.

**Cancellation:** THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

### **Response:**

HP has read and acknowledges. The following terms of the WSCA Agreement address Default and Remedies when goods or services do not conform to HP specifications or are not supplied as contractually required.

#### **45. Default and Remedies**

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
  - 1. Consistent Nonperformance of contractual requirements; or
  - 2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure, within 30-days notification of the written notice, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.



- C. If the default remains after the opportunity for cure, the non-defaulting party may:
1. Exercise any remedy provided by law or equity;
  2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
  3. Impose liquidated damages, as mutually agreed to by the parties, as specified in an amendment to the Participating Addendum;
  4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations from within the Participating Entities jurisdiction.
  5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor. The Purchasing Entity shall take reasonable actions to mitigate the cost to re-procure.
- D. The MMD [Minnesota Materials Management Division] reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

**ORDERING PROCEDURES:** SEE SECTION 3.6 OF THE ATTACHED SPECIFICATIONS.

***Response:***

HP has read and acknowledges. Please see HP's response to section 3.6 (Ordering Procedures).

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT 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.

***Response:***

HP has read and acknowledges and agrees that the terms and conditions contained in the resultant contract shall govern and supersede all other documents or media.

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT BY ALL AUTHORIZED STATE AGENCIES FOR PURCHASES AGAINST THIS CONTRACT.

***Response:***

HP has read and acknowledges. Please see HP's response to section 3.8.1.





# HP Response to WV Office of Technology

## General Terms and Conditions

### **Response:**

HP has endeavored to include in this proposal the information, materials, and pricing that is reliable and believed to be relevant for the purpose of evaluation by the State.

If HP is the successful vendor, we believe it will be in the best interests of the parties to utilize the terms and conditions of the existing **Western States Contracting Alliance (WSCA) Master Price Agreement number B27164** and its **West Virginia Participating Addendum number PBKHP09** (collectively the "WSCA Agreement"), as the governing terms of the resultant contract. This is consistent with the contracting method to which the State and HP agreed for the IP08 contract. As an eligible user of the competitively bid WSCA Agreement, the State has the option to utilize the terms and conditions of the WSCA Agreement, as is, without further negotiation.

This means that in the body of each purchase order issued to HP pursuant to an award of this RFQ, the purchasing entity would only need to reference "WSCA Agreement B27164/ WV Participating Addendum PBKHP09" and RFQ number "IP11," which will by reference incorporate the terms of the WSCA Agreement and HP's proposal and pricing.

The complete WSCA Agreement and West Virginia Participating Addendum, which are incorporated herein by reference, can be accessed at the following sites:

- **WSCA Master Price Agreement:**  
<http://www.mmd.admin.state.mn.us/wsca/mpafilesuploaded/B27164%20HP-PCs%2009-14-MPA%20Final-29Jul09.pdf>
- **West Virginia Participating Addendum:**  
<http://www.mmd.admin.state.mn.us/wsca/signedpafilesuploaded/W2-PC%20B27164-WV-HP-PA-Executed-09261aok.pdf>

***HP is committed to negotiating, in good faith, to arrive at a final agreement that meets the best interests of both the State and HP.***

### **REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.

### **Response:**

HP has read and acknowledges.

2. The State may accept or reject in part, or in whole, any bid.

### **Response:**

HP has read and acknowledges.

3. Prior to any award, the apparent successful vendor must be properly registered with and have paid the required \$125 fee.

### **Response:**

HP has read and acknowledges. HP is properly registered with the State and has paid the required registration fee.



4. All services performed or goods delivered under State Purchase Order/Contracts are term of the Purchase Order/Contracts, contingent upon funds being appropriated by the being made available. In the event funds are not appropriated or otherwise available for this Purchase Order/Contract becomes void and of no effect after June 30.

**Response:**

HP has read and acknowledges. The following Non-Appropriation provisions of the WSCA Agreement address when funds are not appropriated or otherwise available for the resultant contract or purchase order.

**9. Non-Appropriation**

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or Services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide prior written notice, sixty (60) days if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order for undelivered Products and Services.

5. Payment may only be made after the delivery and acceptance of goods or services.

**Response:**

HP has read and acknowledges. The following terms of the WSCA Agreement address acceptance of goods or services.

**6. Payment Provisions**

All payments under this Agreement are subject to the following provisions:

**A. Acceptance**

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services, except for Software which is not pre-loaded on equipment which is accepted upon delivery.

6. Interest may be paid for late payment in accordance with the *West Virginia Code*.

**Response:**

HP has read and acknowledges.



7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.

**Response:**

HP has read and acknowledges.

8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**Response:**

HP has read and acknowledges.

9. The Director-of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

**Response:**

HP has read and acknowledges. The following terms of the WSCA Agreement address how the Director-of Purchasing may cancel any Purchase Order/Contract upon written notice:

**8. Termination**

The following provisions are applicable in the event that the agreement is terminated.

**A. Termination for Convenience**

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the Product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed and accepted.

**B. Termination for Cause**

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

**C. A Purchasing Entity's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and Services accepted prior to the effective termination date.





#### **D. The Contractor's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and Services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.

**Response:**

HP has read and acknowledges.

11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

**Response:**

HP has read and acknowledges.

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.

**Response:**

HP has read and acknowledges.

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](http://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.

**Response:**

HP has read and acknowledges. Given the nature of the products and services contemplated by this RFP, HP does not consider itself a Business Associate as defined by Health and Human Services. Since the products or services bid herein do not involve the receipt, use or disclosure of protected health information ("PHI") or individually identifiable health information ("IIHI"), the Business Associate regulations are not applicable and HP is not required to sign a Business Associate Agreement. For more information regarding HHS requirements on this subject, please reference HHS's summary of HIPAA and specifically the "Business Associate Defined" section at <http://www.hhs.gov/ocr/privacysummary.rtf>.



**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>.

**Response:**

HP has read and acknowledges as it applies to personally identifiable information or other confidential information gained from the agency. Understanding that the products and services proposed by HP do not involve the receipt, use or disclosure of personally identifiable information or other confidential information, HP agrees to comply with the referenced Confidentiality Policies and Information Security Accountability Requirements, to the extent applicable to the resultant agreement, and subject to the section 24 (Indemnification, Hold Harmless and Limitation of Liability) of the WSCA Agreement.

**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.

**Response:**

HP has read and acknowledges. HP is current with the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission.

**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.

**Response:**

HP has read and acknowledges. The following WSCA Agreement terms address Antitrust.

**51. Antitrust**

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or Services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.



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.

**Response:**

HP agrees to this certification.

## Instructions to Bidders

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.

**Response:**

HP has read and acknowledges.

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.

**Response:**

HP has read and acknowledges.

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.

**Response:**

Equal.

HP Direct freight terms are F.O.B. Destination, so shipping and handling services include a guarantee that HP will replace any product lost or damaged during shipment. The title for systems ordered will pass at the time the order is delivered to the customer site. HP Direct will be responsible for ensuring orders are delivered without damage and will be responsible for filing any freight claims. Customer Services is charged with initiating all such shipping and return issues within 24 hours of notification.

Standard ground delivery is included in the hardware pricing quoted for our public sector customers, and delivery timeframes average 3 business days but can range from 2-5 business days depending upon the destination location. Expedited or special delivery services will incur additional charges that can be quoted on an as-needed basis should the State agencies occasionally require such services.

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 and award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Response:**

HP has read and acknowledges.



## Acquisition and Contract Administration

**REQUEST FOR QUOTATION: IP11  
STATEWIDE CONTRACT  
COMPUTERS, PRINTERS, PERIPHERALS**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids to establish a statewide contract for computers and peripherals. This Contract shall extend to include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

***Response:***

HP has read and acknowledges.



## 1.0 Purpose

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM), capable of providing desktops, laptops, netbooks and tablet pcs, (PCs) without integrated cellular service, as well as monitors; meeting the specifications included in the Cost Sheet of this RFQ. Equipment such as netbooks and tablets that have integrated cellular service will be procured from the applicable cellular phone contract vendor.

**Response:**

HP has read and acknowledges.

It is further the State's intent to have the successful bidder provide full support capability, as requested, including, but not limited to; configuration, support and maintenance. The State requires that any necessary warranty support be provided by OEM-authorized, West Virginia-based technology firm(s).

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

**Response:**

HP has read and acknowledges.

HP can provide warranty service directly, or with a West Virginia based HP Authorized Service Delivery Partner (ASDP) of your choosing. HP's ASDPs have the required HP training, certifications, and experience to meet HP's stringent repair guidelines and policies.

The State can be confident that HP takes significant measures to monitor and manage its relationships with third-party service delivery partners. Service delivery partners are managed by an HP vendor management organization. The vendor management team is responsible for service partner communications, expectation setting, customer information, product knowledge, process development, and contract negotiation. HP and the service delivery partners have worked together to develop very robust, electronic and automated communication processes to monitor and manage the delivery of service to customers, like the State.

When HP uses service providers to deliver warranty service to the State, we will utilize the same metrics used to measure HP's own resources. At HP, service providers are viewed and treated as an extension of our own service delivery organization, and their performance is measured accordingly including their professionalism in interacting with our customers.



## 1.1 Definitions

The below terms shall be herein defined as:

- A. "Refurbished reused or recycled": "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.
- B. "Business class machines": Business class computers 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
- C. "Vendor": the successful bidder
- D. "Manufacturer": the company who produces the equipment.
- E. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- F. 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.
- G. Agency: any entity seeking goods/services under this "Contract"
- H. PCs; Desktops, Laptops, Netbooks and Tablets

### **Response:**

HP has read and acknowledges.

## 1.2 Mandatory Pre-bid Conference

A mandatory pre-bid conference shall be held on September 27, 2011 at 1:00 PM. The meeting will be held at the Capitol Complex, Bldg 5, 101h Floor Conference Room A. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall result in disqualification of the bid. No one person can represent more than one vendor.**

### **Response:**

HP has read and acknowledges.

## 1.3 Purchasing Affidavit

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the bid.

### **Response:**

HP has read and acknowledges and certifies that to the best of our knowledge HP does not owe any debt to the State. Please refer to the executed Purchasing Affidavit included in this proposal.





## 1.4 Contract Provisions

After the successful Vendor is selected, a formal contract document must be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response must be included as part of the contract by reference. The order of precedence is the contract, the RFQ in response to the RFQ.

**Response:**

Equal.

HP agrees that a formal contract document must be executed between the State and the successful vendor, and that the RFQ and the vendor's response must be included as part of the contract by reference.

In conformity with section 5 (Order of Precedence) of the WSCA Agreement, HP proposes the following order of precedence for the resultant contract for the State's consideration:

**Order of Precedence.** Each purchase order that is accepted by HP shall become a part of the contract as to the products and services listed on the purchase order only; no additional terms or conditions will be added to the contract as the result of acceptance of a purchase order. HP agrees to accept all valid purchase orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. software license information;
- B. HP's proposal in response to RFQ # IP11;
- C. RFQ # IP11;
- D. West Virginia Participating Addendum;
- E. terms and conditions of the WSCA Agreement, including Amendments;
  - (1) Exhibits to the WSCA Agreement;
  - (2) The list of Products and Services contained in the purchase order;
  - (3) The WSCA request for proposals document;
  - (4) HP's WSCA proposal including best and final offer.

## 1.5 Subcontracts/Joint Ventures

The Vendor is solely responsible for all work performed under the contract and must assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Any subcontractor is considered an extension of the Vendor. The State must consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work; however, the vendor is totally responsible for payment of all subcontractors.

**Response:**

Equal.

HP accepts responsibility for work that can be subcontracted to third-party providers or partners. The State's relationship is directly with HP and HP manages any external partners.

The State can be confident that HP takes significant measures to monitor and manage its partnerships with third-party service-delivery partners. The HP Vendor-Management Organization is responsible for service-partner communications, expectation setting, customer information, product knowledge, process development, and contract negotiation. HP and the service-delivery partners have worked together to develop a very robust,



electronic, and automated communication process that monitors and manages the service delivery to the State.

When HP utilizes service providers or subcontractor personnel to deliver service to the State, HP uses the same metrics to measure the partner/subcontractor that it uses to measure its own HP resources. At HP, service providers and subcontractors are viewed and treated as an extension of the HP service-delivery organization, and the performance is measured accordingly, including its professionalism in interacting with the State.

Many of the service providers and subcontractors employed by HP have a long-standing relationship with the HP service organization, and provide materials and services to HP customers for many programs/projects on a US-wide or global basis. HP subcontractors are under a long-term Master Subcontractor or Basic Order Agreements. In addition, they have proven track records for the delivery of quality, professional services to HP and to HP customers.

Once a selected service provider or subcontractor begins providing materials and/or services for HP, its performance is measured in accordance with the HP Procurement Supplier Management program. This program measures service provider and subcontractor performance at both the Program/Project level, and for those service provider and subcontractors that play a more strategic role, HP conducts an annual performance review. The Supplier Management process employs corrective procedures in the unlikely event that there are performance issues.

In all cases, HP will have ultimate responsibility for selection and performance of subcontractors assigned to the project. Our number-one objective is customer satisfaction.

Additionally, the following provisions of WSCA Agreement address Subcontracting:

## **22. Use of Servicing Subcontractors**

The Contractor may subcontract Services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

## **1.6 Liquidated Damages**

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100/day for failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

### **Response:**

Equal.





## 2.0 Operating Environment

### 2.1 Location

The central point-of-contact for all IP11 procurement will be the Office of Technology, located at the Capitol Complex, Bldg 5, 10th Floor, in Charleston, West Virginia. The successful vendor must perform on-site support at any and all State offices, regardless of their physical location. A large portion of the State's business is conducted either at the State Capitol Complex, located at 1900 Kanawha Boulevard, in Charleston, or at other centralized offices located in, or near, the city. However, the successful vendor will be expected to perform support at any State office.

**Response:**

Equal.

HP has five (5) field engineers located in Charleston, West Virginia that will provide on-site support. HP may provide support to some West Virginia locations using HP field engineers located in Ohio, Pennsylvania, Maryland, and Virginia. Additional on-site support is also available through HP Authorized Service Providers located in West Virginia.

### 2.2 Background

It is the intent of the State to continue a single vendor procurement methodology, to obtain our standard PCs. Working with a single source OEM, the State intends to realize cost-savings to its taxpayers, as well as a standardized, imaged model for its pc environment.

**Response:**

HP has read and acknowledges.



## 3.0 Procurement Specifications

### 3.1 Hardware Specifications

- 3.1.1 All computing equipment offered in the Vendors response must be OEM, products. These specifications represent the current needs of the State. Vendors must provide detailed specification sheets for all requested products. Vendor's bid cannot be evaluated until specification sheets are provided. All equipment must be delivered to the State with **new** components only, not refurbished, used or recycled components. Shipping cost for returns must be paid by vendor.

**Response:**

Equal.

**New Product Components:** HP's proposed products will be delivered to the State with new components, not refurbished, used or recycled components.

**Proposed Hardware**

HP has provided URLs for product information for the following proposed hardware. Additionally, for your convenience, product specification documents have been provided in soft copy on the CD-ROM. Please refer to **HP Attachment Hardware Quick Specs.zip** and **HP Attachment HP Hardware Data Sheets.zip**.

- HP Compaq 6005 Pro Microtower Business PC  
[http://h18000.www1.hp.com/products/quickspecs/13412\\_na/13412\\_na.HTML](http://h18000.www1.hp.com/products/quickspecs/13412_na/13412_na.HTML)
- HP ProBook 6565b Notebook PC  
[http://h18000.www1.hp.com/products/quickspecs/14043\\_na/14043\\_na.HTML](http://h18000.www1.hp.com/products/quickspecs/14043_na/14043_na.HTML)
- HP EliteBook 8560w Notebook PC  
[http://h18000.www1.hp.com/products/quickspecs/13995\\_na/13995\\_na.HTML](http://h18000.www1.hp.com/products/quickspecs/13995_na/13995_na.HTML)
- HP EliteBook 2760p Tablet PC  
[http://h18000.www1.hp.com/products/quickspecs/14011\\_na/14011\\_na.HTML](http://h18000.www1.hp.com/products/quickspecs/14011_na/14011_na.HTML)
- HP Z210 CMTWorkstation  
[http://h18002.www1.hp.com/products/quickspecs/13907\\_div/13907\\_div.html](http://h18002.www1.hp.com/products/quickspecs/13907_div/13907_div.html)

HP's State and Local Government and Education Return policy provides the State and procuring agencies with the ability to utilize HP's 30-day goodwill return policy. HP's goodwill return policy provides the State and procuring agencies with the ability to return any DOA product for replacement within 30 days from receipt of product or to call HP's Technical Support services to determine if the product can be repaired. HP provides both options to give agencies to allow agencies the ability to make the selection that fits their needs.

For more information, please refer to **HP Attachment 1, HP State and Local Government and Education Customer Return Policy**, which is also part of the WSCA Agreement.



- 3.1.2 All computers provided under this contract must be business-class machines.

**Response:**

Equal.

- 3.1.3 Vendor must, if requested, install a State-provided image on each PC, prior to shipment. For PC images created by the State, the State requires up to ten (10) business days from the date the PC was received by the State to return the completed image to the vendor. This allows the State the time to build, test, adjust, and re-build if necessary and release the image to the vendor.

**Response:**

Equal.

As part of our Custom Integration Services (CIS), HP Direct offers three standard services within our Software Integration offering, each of which includes an in-factory image loading process for PCs. The HP PC Image Load Service processes and loads customer-provided images at HP factories, prior to delivery. HP can accept customer images via FTP file, CDR/CDRW or DVD, or USB key formats. Images must be developed using a compatible cloning tool, and require no additional modifications prior to placing the image into production, including any legacy or special testing.

Customers may also select from the following categories of competitively priced imaging services that include additional development services.

## Image Development

- HP PC Image Modification and Load Service—HP will modify a customer's existing PC software image and load the image at HP factories prior to delivery. As part of this service, HP will modify the image based on the customer's specifications, including the addition of HP standard drivers, partition modifications, installing up to three (3) additional software applications, adding or modifying up to three OS configuration settings. This service also includes up to one image modification per quarter to in-production images at no additional cost.
- HP PC Image Build and Load Service—HP will create a new custom image based upon a customer's functional needs and specifications, and will process the image to be loaded at HP factories worldwide prior to delivery.

Should a customer require a more complex imaging solution, such as a single image that will function across platforms, HP offers additional services beyond our standard services which provide higher levels of customization. HP would be glad to provide more details and custom pricing upon determining the exact requirements of the project.

## Test Procedures

The State will receive HP hardware to allow for the building and testing of the image for up to ten (10) business days. HP Custom Integration Services will also perform the following testing on the image as part of the HP PC Image Load Service.



### **System Installation**

- Verify that the BIOS Settings are correct if applicable.
- Verify the hardware is built to the customer's specification.
- Verify that the image installs correctly.
- Any anomalies during or after the image unbundle process will be recorded, investigated for possible cause and resolution, and related back to the customer only if the system does "blue screen" during the initial image boot up/login process

### **Base System Testing**

- Verify that the file system, volume name and partition information is correct.

### **Software Tests**

- Verify that the image being processed is the correct one based on an MD5 value.
- Install or execute Anti-Virus program (using the latest available virus definition updates available from the anti-virus program manufacturer's website) to ensure the image has no viruses.

Additional testing may be performed for the HP PC Image Modification and Load Service or the HP PC Image Build and Load Service, or when other customization services are being performed in-factory along with the HP PC Image Load Service.

- 3.1.4 Vendor must provide access (i.e., via an FTP site) to all OEM-provided original system disks associated with the proposed equipment, including, but not limited to, operating system software, drivers and any additional "add-ons" such as Adobe Acrobat, *regardless of any deviation from State's image.*

### **Response:**

Equal.

HP will provide a limited number of copies of the factory image recovery media for each model purchased at no charge to the State of West Virginia. Recovery media includes the Windows operating system (Windows 7 Professional 32-bit), all supported hardware drivers and any third-party software applications specified in the product Quick Specifications (such as WinDVD, Roxio Easy CD Creator, etc.). In addition, hardware driver updates and other Softpaqs (i.e. security patches) will be made available on the HP Support Web page, Softpaq Download Manager, as well as File Transfer Protocol (FTP) at [ftp.hp.com](http://ftp.hp.com).



- 3.1.5 Microsoft Windows7 or later OS must be installed on each machine.  
Downgrade rights must be available when asked.

**Response:**

Equal.

The State will receive Microsoft® Windows® 7 Professional 32-bit preinstalled on the HP Business workstations, desktops and notebooks.

**Downgrade Rights**

Downgrade Rights with OEM and Volume Licensing agreements

- If a customer purchases Windows 7 Pro OEM, they have the rights to downgrade to Windows XP Pro via OEM, Volume Licensing or Shrink Wrap
- Customers exercising their rights to downgrade must have the Windows XP Pro media prior to that downgrade
- Microsoft will not provide Windows XP Pro OEM restore media
- HP can provide the Windows XP Pro OEM restore media IF the system was shipped from the factory with Windows XP Pro.

- 3.1.6 All hardware provided under this contract must be Energy Star 4.0 compliant.

**Response:**

Equal.

- 3.1.7 All Desktops and Monitors must meet minimum Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification. Vendors bid cannot be evaluated until specification sheets are provided. The Vendor must be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered.

**Response:**

Equal.

All of the products being proposed by HP are EPEAT Gold and Energy Star 5.0 qualified. EPEAT ratings for the proposed HP products are shown in the table below as well as in the quick specs provided in soft copy on the CD-ROM. Please refer to **HP Attachment Hardware Quick Specs.zip**.



Product	Country	Product Category	Rating	Opts Pts	Energy Star Version
<u>HP Compaq 6005 Pro Small Form Factor PC ENERGY STAR®</u>	USA	Desktops	Gold	18	5
<u>HP Compaq 6005 Pro Microtower PC ENERGY STAR®</u>	USA	Desktops	Gold	18	5
<u>HP Compaq 6005 Pro Ultra-slim Desktop PC</u>	USA	Desktops	Gold	18	5
<u>HP ProBook 6565b Notebook PC ENERGY STAR</u>	USA	Notebooks	Gold	21	5
<u>HP EliteBook 8560w Mobile Workstation ENERGY STAR</u>	USA	Notebooks	Gold	21	5
<u>HP EliteBook 2760p Notebook PC ENERGY STAR</u>	USA	Notebooks	Gold	21	5
<u>HP Z210 CMT Workstation ENERGY STAR</u>	USA	Workstation Desktop	Gold	18	5

For a comprehensive listing of HP products in the EPEAT registry, see:  
<http://www.hp.com/hpinfo/globalcitizenship/environment/pdf/epeat.pdf>.

## 3.2 Inventory

- 3.2.1 Vendor must provide the State of West Virginia IP11 Contract Administrator with a detailed, quarterly file in excel format, indicating the agency, the model, the serial number(s), cost, and destination of all equipment purchased by the State.

### **Response:**

HP has read and acknowledges.

## 3.3 Hardware Life-cycle/Stability

- 3.3.1 Vendor must guarantee current model's availability through "end of life" cycle, with the understanding that if platform revisions take place, it is the State's option to accept or reject any proposed model replacements, as detailed below. At a minimum the vendor must stock spare parts for ALL proposed equipment, for the duration of the warranty period.

### **Response:**

Equal.

HP guarantees the current model's availability as stated in the specific configurations. HP insures a minimum 90 day overlap period of the current model and the HP specified replacement. HP will provide at the State's request monthly product roadmap update spreadsheets and will meet with the State on a quarterly basis to discuss changes and new product introductions.

HP stocks spare parts for all models for five (5) years after the last date of sale. HP has a spare parts depot located in Nitro, West Virginia.





## Next Day Response Support Deliverables

The support deliverables for next day response include the following:

- Centralized stocking for HP in appropriate locations
- 7 x 24 x 365 days a year—distribution operation
- High volume/high speed order processing
- Nation-wide network of contracted freight forwarders
- Centralized stockroom for defective inventory management
- Real-time inventory management systems
- Local ordering capabilities for ordering direct from OEMs
- 7 x 24 escalation network

3.3.2 Vendor must have consistent hardware configurations. If the State procures 500 personal computers, all 500 computers must have the same components.

### **Response:**

Equal.

HP's basic fulfillment model is best described as "build to forecast." Through strong inventory management, transition management, usage analysis and team communications HP strives to meet the delivery and hardware consistency requirements of our customers. Customers who provide 90/60/30 day SKU-level forecasts are the primary focus of Supply Chain to ensure their standard fulfillment service level objectives are met. The ultimate goal of forecasting at the SKU level is to enhance customer delivery performance, but it also enables HP to manage customer product transitions and provide consistent configurations as required.

3.3.3 The Vendor must provide a life cycle map of the planned models for the next twelve to eighteen months. This map path must be updated annually.

### **Response:**

Equal.

HP has included its product (lifecycle) roadmap as **HP Attachment 2**. Since its content is a proprietary trade secret of HP, please refer to the Non disclosure restriction on page 3.

The local HP sales team encourages the State to coordinate regular product roadmap meetings, either in person or virtually, on a quarterly basis to keep up to date on product life cycles and next generation technologies.

3.3.4 Vendor must inform the State, sixty (60) days prior to replacement, of any platform revisions it intends to make.

### **Response:**

Equal.

HP is available to meet in person or via conference call on a quarterly basis to discuss product transitions. Furthermore, monthly product lifecycle spreadsheets can be made available upon request.



- 3.3.5 Vendor must provide the State with two (2) free of charge any proposed replacement models, sixty (60) days in advance of discontinuance of current models. The State will use this time to test the equipment and images. The state does NOT anticipate returning this equipment after the 30 day period.

**Response:**

Equal.

- 3.3.6 Vendor must guarantee that any replacement units meet, or exceed the current model's specifications, and are compatible and certified to operate with the State-provided image.

**Response:**

Equal.

Replacement recommended configurations will meet or exceed the current models performance. HP will provide drivers and imaging assistance to modify the State-provided image to operate on the new hardware.

- 3.3.7 Any proposed replacement units must be of equivalent pricing (equal to, or less than) to initially bid units.

**Response:**

Equal.

- 3.3.8 Current models must be available for purchase by the State, until the proposed replacement units have been approved by the Office of Technology, and are ready to be shipped. The current models must be available during the sixty-day term that the State requires for the evaluation of the proposed replacements.

**Response:**

Equal.

HP will continue to make the current models available a minimum of 60-days following the date we offer replacement evaluation units to the State.

- 3.3.9 If the computing equipment experiences "repeated failure" in the first year of ownership, the supplier must replace the failed equipment with new equipment of the same make and model or a model equal to or better than that is currently provided under this contract. 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.

**Response:**

Equal.

HP's definition for Repetitive Failure is three functional hardware failures of the same type in any 90-day period during the first year of ownership. HP's first step in resolving repeat problems is to work within our escalation process. HP's formal escalation process provides the appropriate level of management focus and resources to resolve persistent, difficult, or high business impact customer issues.





Once a device or system has encountered repeated failures for the same problem, the Customer Event Manager (CEM) or local Service Delivery District Manager (SDDM) will engage the appropriate HP Engineering Team to determine whether the problem can be resolved or if the unit should be replaced.

In the unlikely event that your HP hardware product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP hardware product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement.

### 3.4 Vendor Corporate Stability and References

3.4.1 Vendor must be listed in the most recently published Gartner Leader tier for Global Enterprise Desktops and Notebooks Magic Quadrant.

**Response:**

Equal.

With annual revenue of \$126 billion (USD), HP ranks 10<sup>th</sup> on the U.S. Fortune 500, ranks 26<sup>th</sup> on the Global Fortune 500, and is one of the world's largest technology companies. HP provides sales and services in more than 170 countries and employs approximately 304,000 employees worldwide. HP corporate headquarters are located in Palo Alto, California.

In the 2010 Gartner Magic Quadrant Research Report, HP is a leader, based on completeness of vision and ability to execute (both for Desktops and Notebooks). For the complete report, please refer to: <http://www.gartner.com/technology/media-products/reprints/hppsg/article1/article1.html>.

HP is the only PC vendor awarded excellence in service operations (ESO) in 2010.

- Awarded by TSIA, the most influential industry trade group for technology service and support professionals.
- ESO benchmarks developed by 50 leading tech companies, include more than 290 best-practice criteria.
- For the third year in a row, HP meets or exceeds industry best practices for superior service and support operations.
- Provides customers with confidence they will get more value from their investment in HP technology.
- This award is unique to HP in 2010.

**HP Takes Top Spot in Reliability** -- [Rescuecom](#), the computer repair service, reports that based on the number of "rescue" calls it received, HP/Compaq remained the most popular buyers' choice as the company took not only 25% of the total market share but also the top spot in reliability. HP received a score of 346, whereas Apple was a distant second at 179, making up an estimated 8.8 percent of the market but 4.9 percent of the calls. [Read all about the survey here.](#) (01/31)



## 3.5 Vendor Solution/Plan of Work

- 3.5.1 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.

**Response:**

### Primary Account Representative

Tina Segneri Ladegast  
Account Manager  
Personal Systems Group  
Louisville, KY 40245  
Tel 859-361-8544  
[Tina.segneri@hp.com](mailto:Tina.segneri@hp.com)

Tina reports to Todd Awtry, HP Public Sector Mid-Atlantic District Manager, who in turns reports to Thomas Kenny, Vice President, HP Public Sector (San Clemente, CA).

### District Manager

Todd Awtry  
HP Public Sector Mid-Atlantic District Manager  
Chesterfield, VA 23832  
Tel 804-739-8925  
[Todd.awtry@hp.com](mailto:Todd.awtry@hp.com)

## 3.6 Ordering Procedures

- 3.6.1 Pre-Approval:
- 3.6.1.1 Agencies shall prepare a written state contract order form WV-39 and submit to Office of Technology Contract administrator for approval. Each WV-39 should clearly denote the quantity and commodity/commodities to be purchased.

**Response:**

HP has read and acknowledges.

- 3.6.1.2 If approved by the Chief Technology Officer (CTO), the Agency will receive said approval in writing.

**Response:**

HP has read and acknowledges.

- 3.6.1.3 Once the CTO approval is received, the Agency shall issue the written state contract order form WV-39, to the Vendor for the approved commodity/commodities covered by this contract.

**Response:**

HP has read and acknowledges.



**3.6.2 State Agencies Statutorily Exempt from WV Code 5A-6-1 ONLY**

- 3.6.2.1 The Agency shall issue a WV-39 State Contract Release Order to the vendor for commodity/commodities covered under this contract. The WV-39 State Contract Release Order shall include the quantity and commodity/commodity to be purchased.

***Response:***

HP has read and acknowledges.

- 3.6.3 The State may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. Community colleges, institutions, counties, municipalities, public schools, and other local government entities wishing to utilize this contract shall establish ordering procedures directly with the Vendor.

***Response:***

HP has read and acknowledges.

- 3.6.4 The Vendor must accept the WV-39 form by email, mail, or facsimile.

***Response:***

Equal.

- 3.6.5 The Vendor shall not accept any order without a valid and CTO Approved WV-39 Release Order from the Agency (or otherwise approved form for entities listed in Section 3.6.3 of this document.)

***Response:***

HP has read and acknowledges.

- 3.6.6 The Vendor must acknowledge receipt of the Order

***Response:***

Equal.

- 3.6.7 The Vendor must provide notify the agency when shipment has been scheduled.

***Response:***

Equal.



3.6.8 The Vendor must provide Warranty Registration.

**Response:**

Equal.

To ensure that customers receive standard warranty entitlement for covered equipment, HP utilizes both a registration process and a serial number based tracking system to determine warranty validity.

HP has upgraded all warranty to four (4) years parts and labor with Next Business day onsite service as requested, through HP Care Packs when necessary. The State's HP Care Pack is eligible for automatic registration if a minimum set of requirements are met on the order - including the correct alignment between the purchased hardware and the Care Pack. In addition to the automated registration process, HP has an internal manual registration process for those orders with Care Packs that aren't registered with the automated process. The customer will also receive an email notification with a URL so they can complete the registration themselves, if they wish to do so. The majority of orders with both HP hardware and associated Care Pack services will be successfully registered via the automated or manual registration processes. In the rare event a Care Pack can't be successfully registered through one of the fore mentioned processes the customer will be notified via email. In these rare occurrences, customers/end users may be asked to manually register a Care Pack using the secure web link provided in the email message.

## 3.7 Delivery and Acceptance

3.7.1 Orders must be shipped complete. Partial orders will not be accepted.

**Response:**

Equal.

3.7.2 Orders must be delivered inside agency building/room.

**Response:**

Equal.

Deliveries of PCs and accessories weighing less than 50 pounds are usually handled by package carriers. These carriers will deliver to a guard/receptionist immediately inside the office at no additional charge. Package carriers will not provide special inside delivery services such as desk side or multi-floor deliveries.

For larger deliveries, HP will use a freight carrier. Freight carriers provide dock delivery, but will typically provide inside delivery to a single holding location at no additional charge. If a delivery requires the carrier to provide additional labor or spend a significant amount of time to provide an inside delivery service, and additional fees are therefore charged back to HP, the delivery will incur additional charges for transportation. If State agencies requires a special inside delivery service, your Customer Services Representative will need to be aware of your requirement at the time of order placement to ensure an appropriate freight carrier is selected.



3.7.3 Vendor must guarantee a maximum of fifteen (15) business day delivery (ARO).

**Response:**

As an integral part of any engagement, HP Direct will establish proactive Direct Order Cycle Times (OCT) and Service Level Objectives (SLO) to benchmark and monitor performance. This is a valuable tool to make process improvements and identify corrective actions as well as recognize outstanding efforts. From the commencement of the engagement for procurement services, the table below represents the Direct Order Cycle Times that HP Direct is prepared to perform. Additional OCTs can be added to any engagement at any time with mutual agreement from both the customer and HP Direct.

**Direct Order Cycle Times**

Product Type	Definition	Order to Delivery*
<b>Desktops/Monitors:</b>		
Desktops	Product requiring no configuration or only simple services (i.e. asset tag, simple image load, etc.)	9 Days
<b>Workstations</b>		
Workstations	Product requiring no configuration or only simple services (i.e. asset tagging, simple image load etc.)	10 days
<b>Notebooks/Tablets:</b>		
Notebooks/Tablets	Product requiring no configuration or only simple services (i.e. asset tag, simple image load, etc.)	16 Days
*Order means from the date of HP's acceptance of a purchase order.		

The order cycle times listed in the table above are subject to the following general assumptions:

- Requirements for large single orders (in excess of 50 units) should be coordinated with your HP Order Management team as soon as possible to meet scheduled rollout timeframes
- Cycle times are dependent upon an accurate customer supplied 90 day rolling line item level forecast (frozen from week two (2) of the previous month)
- Cycle times are in business days, which excludes weekends and holidays
- Compliance goal is 90% of customer orders meeting SLO over time measured
- Cycle time is defined as the duration, in business days, from receipt of a clean/credit-approved/valid order by the HP Customer Services Team, to the date the product is delivered to a State agency location (assumes an average of three (3) business days for transit)
- For orders received after the 2PM CST, order cut-off time, add one (1) business day
- First Article (Proof of Concept) Units have been completed and accepted in writing, when applicable
- If an order consists of forecasted and non-forecasted product the entire order is considered non-forecasted, therefore the outlined cycle times do not apply



- Ship complete order cycle time is the longest order line item product cycle time plus one business day
- Cycle times do not apply to critical shortages or end of life products

### **Force Majeure**

The following terms of the WSCA Agreement address Force Majeure events, which apply to the delivery requirements:

#### **19. Force Majeure**

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other causes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

3.7.4 Vendor must have special handling procedures associated with an emergency order, with an abbreviated delivery time from that listed in 3.2.1. Vendor must guarantee that emergency order deliveries will be made within five (5) business days (ARO).

#### **Response:**

Equal.

Your HP Direct Customer Services Representative will act as your liaison to the pertinent Supply Chain and Distribution contacts to escalate emergency order deliveries. They will notify the agency contact within one (1) business day to report on the anticipated delivery time based upon then-current supply availability and factory workloads. While standard ground delivery is included in product pricing, HP carriers are also able to deliver product overnight for an additional fee, so once the emergency order is ready to ship, transit time can be minimized.

3.7.5 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.

#### **Response:**

Equal.

HP agrees to immediately process replacements for any new equipment that does not function properly, out of the box, at no cost to the Agency, as described in HP's Deficient on Arrival (DOA) policy below.

### **Global Deficient on Arrival Policy**

HP is committed to delivering products to Agency's that are complete, undamaged, and usable. For that reason, resolving Deficient on Arrival issues quickly and consistently is a **priority**.





## DOA Resolution

The quickest resolution to an inoperative condition is for the Agency to contact the normal service and warranty channels first. If initial service is not successful, the Agency can request an additional service event or replacement unit. Replacement units receive highest supply-chain priority and will be shipped within 7 to 15 days. *More than 80% of the Personal Systems Group (PSG) replacement units in the United States are shipped within one (1) day of receiving the request.* However, replacements for industry-standard servers (ISS) can take between seven (7) to nine (9) days depending on product configuration and testing phase.

If the condition is due to order fulfillment, the Agency should contact HP, their authorized reseller, or service provider. Replacement or missing parts are typically shipped within two (2) days.

## DOA Definition

A DOA unit is any eligible HP product (system or option) that does not conform to an Agency's order upon initial inspection or use within 30 calendar days after the product delivery or within 30 calendar days after the documented date of initial installation (by HP, a third party, or the customer) for the following reason:

- Inoperative condition: The unit is not operative at power-up or fails because of factory-configured hardware, software, or firmware.
- Order fulfillment condition (to be addressed by Point of Sale):
  - Unit is incomplete or missing items or components.
  - Unit is configured improperly by HP or an HP authorized reseller.
  - Unit received is not what was ordered.
  - Unit arrives damaged.

## Products Covered Under the Global DOA Program

The Global DOA Program currently covers the product lines listed in the following table:

HP DOA Product Coverage Matrix	
Desktops & Workstations	
HP Business Desktop PCs	HP Personal Workstations
HP Compaq Business Desktop PCs	HP PA-Risc/UNIX Workstations
HP Compaq Thin Client	
Notebooks & Tablets	
HP Compaq Business Notebooks	Compaq Tablet
Compaq Notebooks	
Servers & Storage	
HP ProLiant	HP-UX Servers
NonStop	All storage products
AlphaServer	
Handheld	
HP iPAQ	Monitors
HP CRT and TFT	



HP DOA Product Coverage Matrix	
Printers & Imaging	
HP LaserJet Printers and All-in-Ones	HP Digital Senders
HP Inkjet Printers and All-in-Ones	HP Photosmart Scanners and Cameras
HP Digital Copiers and Fax Machines	HP Print Servers and appliances
HP Large Format Printers	

### Exclusions and Replacements

Excluded products include the following:

- Products that are deficient as a result of using parts, software, accessories, media supplies, consumables, or items not qualified or designed for use with HP products
- Products that suffered multiple failures outside the defined 30-day window

If a whole unit replacement is required, an Agency will be billed for the unit and then credited when the DOA unit is returned to HP. To secure the credit, HP must receive products within 30 days after shipment of the DOA whole unit replacement. Credit will be dependent on products in the same condition as leaving HP. Any missing internal component may void the DOA credit.

### HP Competitive Advantage

The people of HP are committed to delivering the highest quality products, services, and solutions that will provide value and contribute to the State's success. This standardized DOA policy, which HP believes is unique in the industry, is a measure of our concern for, and commitment to, customer satisfaction.

3.7.6 All orders placed against this contract must be FOB Destination, regardless of the delivery site location within the state. The agency must specify at the time of the order whether in-side delivery is required.

### Response:

Equal.

HP Direct freight terms are F.O.B. Destination for all locations within the State, so shipping and handling services include a guarantee that HP will replace any product lost or damaged during shipment. HP Direct will be responsible for ensuring orders are delivered without damage and will be responsible for filing any freight claims. Customer Services is charged with initiating all such shipping and return issues within 24 hours of notification.

Standard ground delivery is included in the hardware pricing quoted for our public sector customers, and delivery timeframes average three (3) business days but can range from 2-5 business days depending upon the destination location. Expedited or special delivery services, such as Inside Delivery, will incur additional charges that can be quoted on an as-needed basis should purchasers occasionally require such services.

### Inside Deliveries

PC deliveries weighing less than 50 pounds are usually handled by package carriers. These carriers will deliver to a guard/receptionist immediately inside the office at no additional charge. Package carriers will not provide special inside delivery services such as desk side or multi-floor deliveries.



For larger deliveries, HP will use a freight carrier. Freight carriers provide dock delivery, but will typically provide inside delivery to a single holding location at no additional charge. If a delivery requires the carrier to provide additional labor or spend a significant amount of time to provide an inside delivery service, and additional fees are therefore charged back to HP, the delivery will incur additional charges for transportation. If State agencies requires a special inside delivery service, your Customer Services Representative will need to be aware of your requirement at the time of order placement to ensure an appropriate freight carrier is selected.

3.7.7 All orders placed against this contract must be signed for, by agency representatives, and delivered to agency-specified locations.

**Response:**

Equal.

### 3.8 Invoicing and Payment

3.8.1 The Vendor must accept the State of West Virginia VISA Purchasing Card for payment by all authorized State agencies for purchases against this contract.

**Response:**

Equal.

HP Direct is able to accept the State of West Virginia VISA Purchasing Card for payment of contract purchases. Please note that Purchasing Card payments are processed at the time each order is transferred to the carrier for delivery, so they cannot be applied to open invoices.

3.8.2 It will be the responsibility of the successful vendor to bill the individual spending units based on the WV-39 State Contract Release Order (See 3.3.4 and 3.3.5). Only one invoice per WV-39 State Contract Release Order shall be received. All shipments must be complete (See 3.4.1).

**Response:**

HP has read and acknowledges.

3.8.3 Invoicing procedures for entities defined under Section 3.3.3 will be per mutual agreement by the entity and the vendor.

**Response:**

HP has read and acknowledges.

3.8.4 The successful vendor must provide a customer support via toll free number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues: Billing issues shall be resolved within 5 business days.

**Response:**

Equal.

Your HP Direct Customer Services Representative will be available via a toll free number Monday-Friday 8:00 AM to 5:00 PM EST to support all of your fulfillment-related issues such as billing and shipping issues. Customer Services is required to escalate billing issues within one (1) business day to minimize resolution time.



- 3.8.5 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.

**Response:**

HP has read and acknowledges.

### **3.9 Warranty and Support**

- 3.9.1 Support

- 3.9.1.1 Vendor must provide dedicated representatives in both sales and technical support, offering toll-free access and e-mail contact references.

**Response:**

#### **Account Team**

The following five (5) account team members are supported by expanded HP team resources throughout HP. Each member of the HP team is personally committed to building upon our successful relationship with the State and looks forward to teaming with you on the implementation of a superior PC solution. HP provides the State access to the Inside Sales Representative via a toll-free telephone number, 800-277-8988 ext. 7717096.

#### **Tina Segneri Ladegast, Account Manager**

[Tina.segnari@hp.com](mailto:Tina.segnari@hp.com)

Location: Louisville, KY

The Account Manager (AM) is the State's primary point of contact and directly manages all aspects of the partnership from pricing and availability to new product and strategic disclosures. The AM calls on the account team as appropriate to wield Corporate resources as a "Customer Advocate."

Tina has over 17 years experience in the Public Sector Marketplace. She has secured various multimillion dollar contracts which include complex rollouts and delivery schedules. She works proactively with her customers to make sure HP understands their needs and then becomes the customer advocate to execute accordingly. She is currently the primary point of contact for the West Virginia Department of Education for the Pomeroy/HP held education contract.



### **Justin Meeks, Inside Sales Support**

[George.jus.meeks@hp.com](mailto:George.jus.meeks@hp.com)

Location: Rio Rancho, NM

The Inside sales representative (ISR) is the State's point of contact for all quoting and helping to maintain customer relationships. The ISR is able to identify opportunities and projects and qualify customer needs and recommend and provide technically sound solutions that meet the University's needs. The ISR has many different channels to obtain assistance in meeting the needs of the University. The ISR can obtain technical and management support at anytime.

Justin Meeks brings over 3 years of customer service experience to the table. He puts fourth 100% effort in making sure that the State's needs are met and that HP is providing the overall best solution. Justin is well versed with the State of West Virginia's needs as he has supported the state's IP08 contract for the last three years. Justin and Tina have been teammates for these three years and work well as a team, to provide our customers superior customer support.

### **Debra Lee, Contract Program Manager**

Location: Deerfield, IL

The Contract Program Manager supports State, Local and Education Contracts and is the Team Lead for the US. The Program Manager is dedicated to the contract and supporting staff to effectively manage and drive the contract deliverables and maintaining the overall integrity of the contract. The Contract Program Manager also acts as an escalation point and facilitator for customer satisfaction issues.

Debra began her career in procurement and has over 25 years experience in the technology industry in State and Local Government and Education, with a major in Communications and 10 years experience in contracts and over 15 years in marketing and program management. She has 16 years of a bridged service with HP, spending 7 years as a Contract Manager/Negotiator and 9 years in Program Management.

### **Tim McHenry, Technical Consultant**

Location: Miamisburg, Ohio

Tim McHenry, Technical Consultant, has over 25 years experience in IT services including in personal computing technologies, enterprise infrastructure and networking technologies.

The PSG Technical Consultant role is aligned to specific set of accounts or territory, providing total technical solutions representing the full portfolio of PSG products and solutions to address our customer business needs through the sales process. They are the source of technical expertise for PSG Sales Specialists and our customers, and engage other technical resources as needed to advance the sales cycle. Interfaces with senior technology leaders and executives, through high-level technical/solutions expertise.

- Act as trusted technical advisor
- Build and develop relationships with key customer technical influencers
- Promote participation by technical community in HP events
- Engage and coordinate other PSG, IPG and TSG pre-sales resources
- Own technical presales issue escalation/resolution





- Provide product-specific deep technical skills
- Engage BU/HPS resources as needed
- Knowledge of HP's service offerings pertinent to specialty and services engagement process
- Develop/deliver technical workshops
- Ensures professional presales project management

### **Todd Awtry, HP Public Sector Mid-Atlantic District Manager**

Location: Chesterfield, VA

District Sales Manager (DSM), Todd Awtry, leads the HP Mid-Atlantic Education, State and Local Government sales organization. Awtry is a 15-year veteran of the computer industry; a proven leader with a broad-based background that includes a variety of sales and marketing, strategic, territory and account planning as well as team building at some of the most successful technology companies.

The DSM manages activities of field sales account manager with accountability for large multi-lines of business with significant impact on business unit results and organizational strategy. Applies expert subject matter knowledge to manage staff in solving most complex business issues within established policies.

The DSM acts as a key advisor to senior management on the development of overall policies and long-term goals of the organization. Additionally, the DSM plans, directs, and monitors high-end operational/tactical activities of Staff. Staff members' primary focus is on either high-end tactical or broad strategic issues or a combination of both. Recruits and supports development of direct staff members.

#### **Additional Guidance/Criteria:**

- Position typically reports to VP or above.
- Manages organization size of typically 10 or more employees.
- Directs the overall sales operations in assigned area of responsibilities.
- Plans Sales activities to achieve business objectives established primarily by higher level Sales Vice Presidents.
- Achieves unit revenue and expense objectives within assigned area.
- May own full P&L or contribution margin for a country or defined area within a country
- Assist in the recruiting, training, and development of Sales Representatives
- Typical revenue responsibility: \$200M+

### **Direct Fulfillment Personnel**

The State is support by one of each of the following Direct Fulfillment team members (total five). An outstanding advantage of the HP proposal is that the contract will be supported by a dedicated Program Management Office (PMO) for the administrative and marketing requirements of the contract. Equally important is that HP has a U.S. wide inside sales of over 200 team members supporting Public Sector and technical professionals outlined below to assist customers with their pre-sales needs, as well as post-sales customer satisfaction. The assigned Sales team has the support a district sales managers, numerous solutions architects, an area customer service delivery manager, local service technicians, telemarketing representatives, e-business consultants, and numerous HP business partners (Reseller Agents) to support the State. Every one of these resources is focused on the unique needs of government and education customers.





With several hundred sales and service offices in more than 170 countries worldwide, HP's extensive global presence assures customers of locally available products and support services. HP Direct offers over 300 industry-leading products and a broad portfolio of services that includes custom configuration, bulk assembly, and aggregation and integration of third party components. With access to over \$5 billion worth of daily inventory, HP's direct fulfillment model has the capacity to deploy up to 13,000 systems per day.

A dedicated HP Customer Services Team in Order Management, with the support of an estimated 130 personnel dedicated to Public Sector is based in one of HP's four Customer Service Centers, is engaged to provide presales support and solidify the customer relationship. These teams provide end-to-end order management support and are the main points of contact for day-to-day order fulfillment issues.

### **Procurement Solutions Manager**

The Procurement Solutions Manager (PSM) will be responsible for participating in an engagement requirements discovery discussion with the State and account team to determine product ordering workflow requirements. From there, the PSM will identify the operations areas and stakeholders required to support the workflow. The PSM will then develop a customized Customer Handbook, which will include procurement processes and definitions, service level objectives and will outline the roles and responsibilities of both parties necessary to ensure a successful engagement.

Once the Procurement Solutions Manager and the State are confident and satisfied with the established ordering model, the Order Management team is engaged to manage and maintain the model. They may be involved with issues such as order authorizations, manual system entries, providing quotations, supplying procurement reports, order status notifications, and resolution of any procurement issues. The core order management team consists of the Inside Sales Representative and Customer Services Representative.

### **Inside Sales Representative**

The HP Inside Sales Representative will work directly with the State and the HP sales team to support any pre-sales requirements including component transitions, product transitions that may involve an evaluation unit, pricing maintenance, quotations and product forecasting.

### **Customer Service Representative**

A dedicated Customer Service Representative will provide end-to-end order management support for procurement personnel and end users, and will be the main point of contact for day-to-day ordering issues including order entry and product allocation, order status, order cancellations, returns and order status reporting.

### **eBusiness Consultant**

If during the discovery process it is determined that the engagement requires an e-business component, the Procurement Solutions Manager will engage an eBusiness Consultant to provide an appropriate solution. Solutions can include a non-integrated extranet b2b site that would allow for electronic quote building, order placement and reporting to full system integration with the customer's e-procurement and back-office tools. The eBusiness Consultant is also the support for more complex and integrated web-based solutioning.



## Sales Project Manager – PC Configurations

Once PC configurations have been established, the State will be assigned a Sales Project Manager (SPM) who will be responsible for technical issues and serve as a primary technical contact. The SPM functions as an extension of your staff, and will support all custom projects to oversee project progression. Additionally, the SPM owns real-time communication of project status to customers as well as the HP sales team and is responsible for collecting all project deliverables required to submit projects to HP's PC Customization Services team.

The SPM will work directly with a PC Customization Services Project Manager who will be responsible for the following:

- Tactical project execution and management
- SKU/bundle creation
- Solution development and testing
- Factory set-up and verification builds
- Raising project issues to SPM for customer resolution
- Schedule setting and tracking
- Ongoing communication of project status to SPM

## Technical Support

As part of HP's SupportOne program, HP provides the State access to second level support engineers via a dedicated telephone number, 888-472-2737, and online support portal.

3.9.1.2 Vendor must provide direct, second level technical access 24x7x365 to support all equipment offered.

### **Response:**

Equal.

The State is part of HP's SupportOne program, which provides access to second level technical support access 24x7. By dialing 888-472-2737 and entering your required personal identification number (PIN), your call will be connected to designated HP SupportOne call agents. In the event of a delay in the queue, the State's call will be put in the priority queue. SupportOne agent teams are small and, thus, are focused on providing superior support to SupportOne customers.



3.9.2 Warranty

3.9.2.1 Vendor's warranty for Pas must be on-site and for a period of no less than four (4), years.

**Response:**

Equal.

HP has proposed four (4) years of Next Business Day onsite service, as requested.

HP's warranty service covers all labor and materials needed to repair and/or replace any defective hardware. It also includes:

- Hardware failure screening, diagnostics, and fault isolation
- Extensive coverage area for WV Office of Technology locations
- Access to a network of qualified service providers
- Telephone technical support and access to HP's online technical support tools and resources, available 24 hours a day, 7 days a week in the US and most international locations

**Next Business Day Onsite Service**

This service is available during the coverage window, nine hours per day between 8:00 am and 5:00 pm Customer local time, Monday through Friday, excluding HP holidays. In the event an HP call center representative determines hardware repair is required, an HP-authorized representative arrives at WV Office of Technology's site during the coverage window to begin hardware maintenance service within the next business day after the service request has been logged. For service requests received after 1:00 pm Customer local time, the response time may be carried over to the next business day.

**Travel Zones**

All response times apply only to sites located within 100 miles of a primary HP support-responsible office. Travel to sites located within 200 miles of a primary HP support-responsible office is provided at no additional charge. If the site is located more than 200 miles from the primary HP support-responsible office, there is an additional charge. Travel zones and charges may vary in some geographic locations. Response times to sites located more than 100 miles from a primary HP support-responsible office have the modified response times for extended travel.



3.9.3 Parts

3.9.3.1 Vendor must offer Next Business Day (NBD) delivery of replacement parts for all equipment.

**Response:**

Equal.

In most instances, HP will provide onsite service, however some parts are designated as Customer Self Repair (CSR) and these parts are shipped for Next Business Day delivery.

## **HP Customer Self Repair**

The HP Customer Self Repair (CSR) program provides the fastest hardware support service under warranty. This program ships Genuine HP replacement parts, typically delivered the next business day, directly to the State so replacement can be done at your convenience.

### **CSR Process**

The State obtains a CSR part by logging a technical support case for warranty repair as normal, online or via phone. After the case is logged, initial diagnosis and troubleshooting are performed to determine that a part replacement is necessary and available through CSR. Most CSR parts ship via next-business day delivery. Same-day or four-hour delivery via courier may be available at an additional charge.

The instruction materials shipped with a replacement part outline whether the defective part must be returned to HP. HP provides preprinted return labels, with prepaid shipping and free pick-up service, along with complete instructions on how to repackage the part. Defective parts should be returned to HP within five days. Failure to do so may result in HP billing the State for the replacement.

If assistance is required during the installation of the replacement CSR part, technicians are available via phone by calling the HP Technical Support Center. More information on the CSR process is available online at <http://h18029.www1.hp.com/support/selfrepair/>.

### **CSR Parts Categories**

CSR parts are divided into two categories: mandatory and optional.

- **Optional** — Parts designated as CSR optional can either be replaced by a the State representative or repaired by an HP service technician. There is no additional charge for HP to repair an optional CSR part, per the type of warranty service designated for your product.
- **Mandatory** — Parts provided under warranty in this category include but are not limited to items like Mice, Keyboard, and DVD drives. Your HP Limited Hardware Warranty terms require that you install CSR parts designated as mandatory, without on-site assistance from HP, unless you request that HP send a technician to your site at the current HP hourly rate – travel charges may apply in remote areas. Note: The purchase of any HP Care Pack uplift makes all CSR parts Optional, and on-site assistance is provided on request at no additional charge for covered equipment.



## HP Care Pack Services

The purchase of any HP Care Pack negates the mandatory CSR requirement of the HP limited hardware warranty, making all CSR replacements optional.

A database of mandatory and optional CSR parts is available online at [http://h18033.www1.hp.com/support/selfrepair/ww/replace\\_part.asp](http://h18033.www1.hp.com/support/selfrepair/ww/replace_part.asp).

3.9.3.2 The State prefers new, unused components for replacement parts, however, if refurbished parts are used, they must be "like new" and offer the same warranty as new parts.

### **Response:**

Equal.

HP services equipment covered under service contracts with new and reconditioned parts. Use of new and reconditioned parts is an industry standard solution, and the product life of all replacement parts will be the same as the original component.

Our expectation is that replacement components will be provided as part of any OEM warranty. In other cases, we use internal standards to make sure that reconditioned parts meet or exceed OEM standards of functionality and reliability.

All HP parts, whether new or reconditioned, carry a 90-day warranty or the remainder of the warranty period of the CPU, whichever is longer.

3.9.3.3 Vendor must provide a parts and support website for access by State technical staff. The Vendor must also provide a toll free warranty support line for warranty part orders.

### **Response:**

Equal.

Since the State is part of HP's SupportOne program, the State can dial 888-472-2737 and enter the required personal identification number (PIN) and the call will be connected to a designated HP SupportOne call agent. If onsite support is required, as part of the requested four (4) years parts, labor and onsite service with Next Business Day response, HP service engineers will arrive at the State's site with the correct replacement part in order to facilitate the repair. For a self repair option, please see 3.9.4.1 for information on HP's Self-Maintainer Program.

## Business Support Center

HP offers an online support portal through HP's Business Support Center.

The Business Support Center (BSC) is a free, worldwide technical support portal for business professionals that provide proven self-solve resources and expert guidance to address issues throughout the lifecycle of desktops, workstations, and mobile computing devices.

At the HP BSC you can:

- Troubleshoot problems whenever the need arises
- Quickly download software and drivers
- Perform regular maintenance tasks
- Find information to discover, use, and upgrade products



- Receive proactive, personalized notifications of software updates and other vital information
- Easily contact HP via e-mail, Web chat, or online support case logging
- Connect with a worldwide community of business professionals to share knowledge and speed problem-solving

### **BSC Benefits**

The HP BSC can deliver convenient, cost-saving solutions. There is no need for time-consuming searches across multiple websites because everything is stored on one portal. Intuitive task-based navigation lets you quickly identify the area you want to focus on, choose the tasks you want to perform, and discover topics and tools relating to your specific products

### **Post Warranty Options**

Should the State choose to perform their own maintenance after the warranty period expires, replacement parts can be sourced through the HP Parts Store at:  
<http://h20141.www2.hp.com/Hpparts/Default.aspx?mcsid=FC72045F71484C9A97C612DC699C44FF>.

- 3.9.3.4 To meet HIPAA requirements, the agency must have the ability to remove the hard drive before returning the equipment to the vendor so that no privacy-related information is shared.

### **Response:**

Equal.

HP has proposed four (4) years of Defective Media Retention service, available through the purchase of an HP Care Pack.

### **Defective Media Retention**

This service feature option allows the Customer to retain defective hard disk drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ("Disk Drive") covered under this service. All Disk Drives on a covered system must participate in the defective media retention. Notwithstanding anything to the contrary in this document or the HP Single Order Terms for Support, HP waives the right to take possession and title of a defective Disk Drive covered by the defective media retention service feature option in the event a replacement product is delivered by HP to the Customer. The Customer will retain all defective Disk Drives supported by HP under the HP support agreement.





3.9.4 Training

3.9.4.1 The Vendor must offer certification training to the State's technical staff so that the technicians can provide warranty services.

**Response:**

Equal.

Should the State choose to facilitate its own repairs, HP offers the HP Self-Maintainer Program.

## Self-Maintainer Program

HP offers an HP Self-Maintainer Program which allows the State with an alternative to service and support through HP authorized warranty delivery partners or HP Services. In turn, the ability to self-service eligible HP products allows the State to meet the needs of its internal customers quickly.

### Features and Benefits

As an HP Self-Maintainer, the State can take full advantage of the features and benefits that follow.

- **HP Channel Services Network (CSN)**—An online spare parts order administration and warranty claims processing program. This Microsoft® Windows®-based application ties directly into the HP Service Order Management database. CSN can be accessed through the Internet 24 x 7 and allows real-time ordering (no batching). It enables warranty verification, permits claims processing, and provides detailed reports.
- **Repair/Exchange**—An efficient, cost-effective method of obtaining inventory, as well as maintaining tighter inventory control. This is a one-for-one parts exchange program for out-of-warranty HP parts. Partial credit will be given for defective parts once returned. Additionally, active HP Self-Maintainers receive a discount on non-warranty HP Genuine Spare Parts when purchased via CSN.
- **In-Warranty Repair**—Receive the service authorization and the technical expertise to perform your own in-warranty PC and server repairs. HP provides the tools and training necessary to reduce your response time in critical situations.
- **Service Advisories and Bulletins**—Include the latest service-related information regarding administrative procedures, products, programs, special offers, and non-critical technical information. They are published on CSN whenever there is a need to communicate critical service information.
- **Warranty Labor Reimbursement**—Entitles parts-and-labor tier Self-Maintainers to warranty labor reimbursement for product repairs performed during the warranty period. HP reimburses the State for each qualifying warranty repair event, as long as claims are closed properly within the 30-day window.

### Program Fees

There is a \$75 per-attempt testing fee to become a certified technician. A self-maintainer technician can participate in the HP Self-Maintainer Program only after completing the training and passing the qualification tests offered by HP.



## Support Options

The HP Self-Maintainer Program has two levels or tiers, enabling the State to choose the program that best fits its needs.

- Parts-only Tier—HP will provide free replacement parts under factory warranty only. Labor is not reimbursed.
- Parts-and-labor Tier—HP will provide free replacement parts under factory warranty only with labor reimbursement.

### Parts-only Tier

The following are the minimum requirements for the parts-only tier:

- Must own or lease the equipment being serviced and the equipment must be located at the customer site.
- Must qualify outright for net 30 terms with a minimum credit limit of \$10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

### Parts-and-labor Tier

The following are minimum requirements for the parts-and-labor tier:

- Must have purchased at least \$100,000 of eligible HP products in the last 12 months.
- HP products must be purchased directly from HP, authorized 1st tier or 2nd tier distributors, or authorized commercial resellers.
- Must own or lease the equipment being serviced. The equipment must be located at the customer site.
- Must qualify outright for net 30 terms with a minimum credit limit of \$10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

For more information including part ordering website, support information and HP Self-Maintainer process, please refer to **HP Attachment 3, HP Self-Maintainer Operations Guide**.

#### 3.9.5 Reporting

- 3.9.5.1 Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report describing the serial number(s), type, and location of all service calls associated with this agreement.

### Response:

Equal.

The State can review historical service information through HP's Support Case Manager. HP can also make available custom reports which feature the following fields:



- Product type/mode
- Product serial number
- Location where the service was provided
- Problem description
- Service request date/time
- Service request on-site response date/time
- Service request closed date/time
- Service request parts used

An example of HP's reports, please refer to **HP Attachment 4, HP Sample Service Report**.

### 3.10 Optional Components

- 3.10.1 If requested, the Vendor must tag the equipment for inventory purposes using State-supplied tags. See attachment H.

**Response:**

Equal.

HP is able to affix State-supplied tags in our factories prior to delivery. In addition to affixing State-supplied asset tags, HP can create tags to meet specific requirements. HP's standard asset tags are bar code readable and can accommodate multiple customer-defined data fields. HP offers several options for customers that require additional fields of data, special graphics or labels, custom placement on the product or packaging, or other customized services. HP can also create electronic asset tags by electronically recording asset tag numbers into the system BIOS as well as affix asset security tags to protect your systems from theft.

- 3.10.2 Vendor must offer as an optional component Accidental Insurance for mobile equipment. See attachment H.

**Response:**

Equal.

HP has proposed four (4) years of Accidental Damage Protection, available through the purchase of an HP Care Pack.

#### Accidental Damage Protection

This service provides protection against accidental damage to the covered hardware product as part of this service. Accidental damage is defined as physical damage to a product caused by or resulting from a fortuitous incident. Covered perils include fire, non-intentional liquid spills in or on the unit, drops, falls, collisions, and electrical surge. This includes damaged or broken liquid crystal displays (LCDs), or broken parts. Accidental damage protection does not cover theft, loss, normal wear, consumables, intentional acts of damage, or other exclusions. The unit may need to be repaired or replaced at an HP designated location, since not all replacement parts may be available locally.



- 3.10.3 Although the majority of the machines ordered from this contract will be the standard configurations, the vendor must provide for optional components for machines allowing the agencies to upgrade memory and storage before shipment. See Attachment H.

**Response:**

Equal.

- 3.10.4 The vendor might be asked to provide a secure online order placement tool that would give State agencies the option of online procurement.

**Response:**

Equal.

HP Direct offers State agencies an easy and efficient way to establish and manage their ordering relationship with HP through our eCommerce solutions. Our portfolio of simple and customized websites called HP.com Business to Business (B2B), include a packaged set of electronic capabilities which give our customers the most comprehensive and straightforward way to procure with HP. HP's eCommerce tools address a variety of critical procurement requirements. Our solutions are flexible with the ability to adapt to unique needs or changing business conditions.

In anticipation of agencies requiring an ebusiness solution, HP eBusiness Consultant, Tim Zylstra, has already been assigned to the State to support your website requirements. Tim will address questions the agencies may have about online ordering and reporting as well as conduct demonstrations and virtual training sessions.

### **Simple and Custom Ordering Sites**

HP.com B2B is a program targeted primarily at the Public Sector (K12, higher education, state, local and federal government) customers who wish to buy commercial products, services and solutions directly from HP via a web page.

All Simple and Custom ordering sites allow customers to search for and customize configurations. The Standards link allows users to create public or private custom bundles to be displayed on the site as frequently purchased products, saving time and controlling purchasing behavior. The View Price List link allows users to print or download price lists associated with their contract. The Add feature allows users to simply add a part number and quantity from the price list directly to the Shopping Cart without the need to search for their items. The Shopping Cart contents may be saved and retrieved for up to 90 days, and any products that have been discontinued in that time will be flagged upon retrieval.

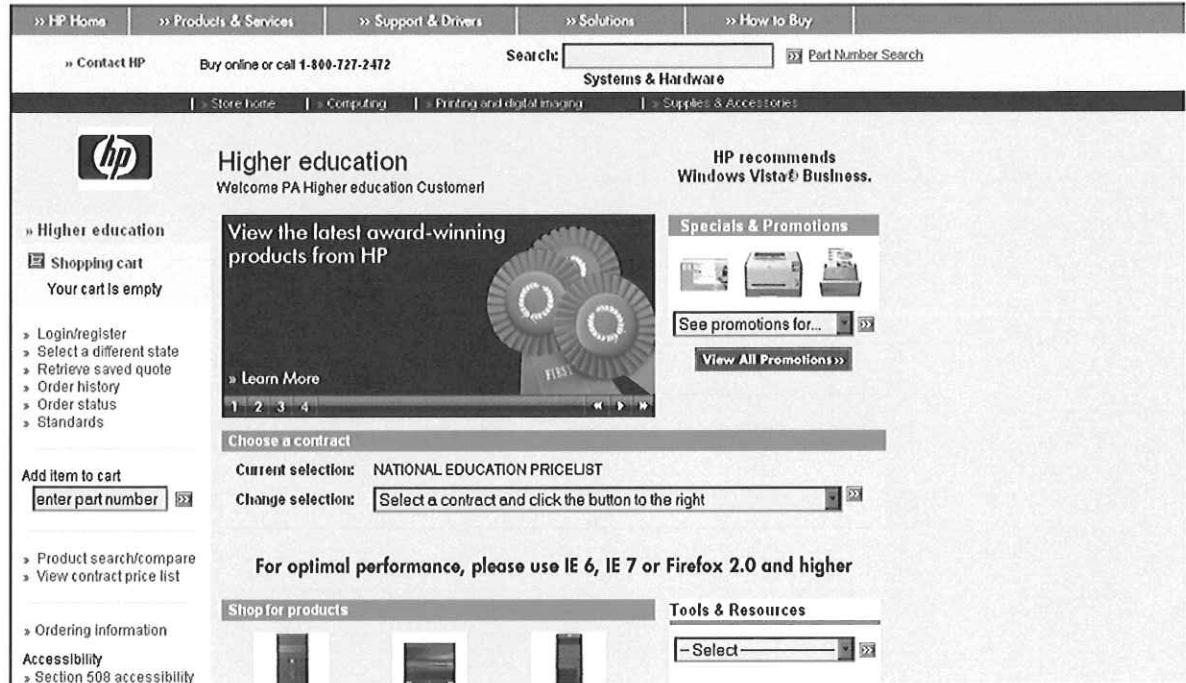
Once an order is entered, users enter/select their billing information, shipping information, secure payment information (credit cards, purchase orders, financing or leasing), and confirm the Order Details before final submission and completion of the order. A final invoice total with an Order Number is returned. This number can be used later to track the status of the order. The Order Status and Order History links on the sites offer comprehensive order reporting capabilities. With visibility into business trends and events, State agencies is better equipped to make informed purchasing and supplier management decisions, and reporting encompasses all procurement activities regardless of the vehicle used (online, fax or email). Order change notification is also available via email and can be customized to meet organizational needs.



## The Simple Solution

Simple HP.com public website pages can be reached quickly by going to [www.hp.com](http://www.hp.com), clicking on "Government, Health & Education," requesting a login and beginning to shop; it is as simple as that. These easy-to-access sites are public sites that default to the GSA, National Education, or Expanded Government Price Lists. These sites are easy to use and offer the option to choose from many different standard contracts already in place such as WSCA, E&I, etc.

### Simple HP.com Website Page



The key benefits of a Simple website are in the Simplicity, Flexibility and Efficiency of the solution:

### Simplicity

Sites are easy to deploy and offer a streamlined navigation and purchasing experience with easy page access to more relevant tools and content on the Public Sites. The sites are conveniently accessible as a customer self service tool from the point of purchase to order status.

### Flexibility

The sites are available around the clock for increased purchasing time. Sites have a full range of both HP and third-party product offerings with a seamless interface. User-specific access allows users to save their own standards and quotes for future reference.

### Efficiency

HP.com B2B offers a single source location from which users can research, price, purchase and view order status information. Users have configuration options at their fingertips with invalid parts notifications to keep them on track, and their product quotes are saved for up to 90 days.

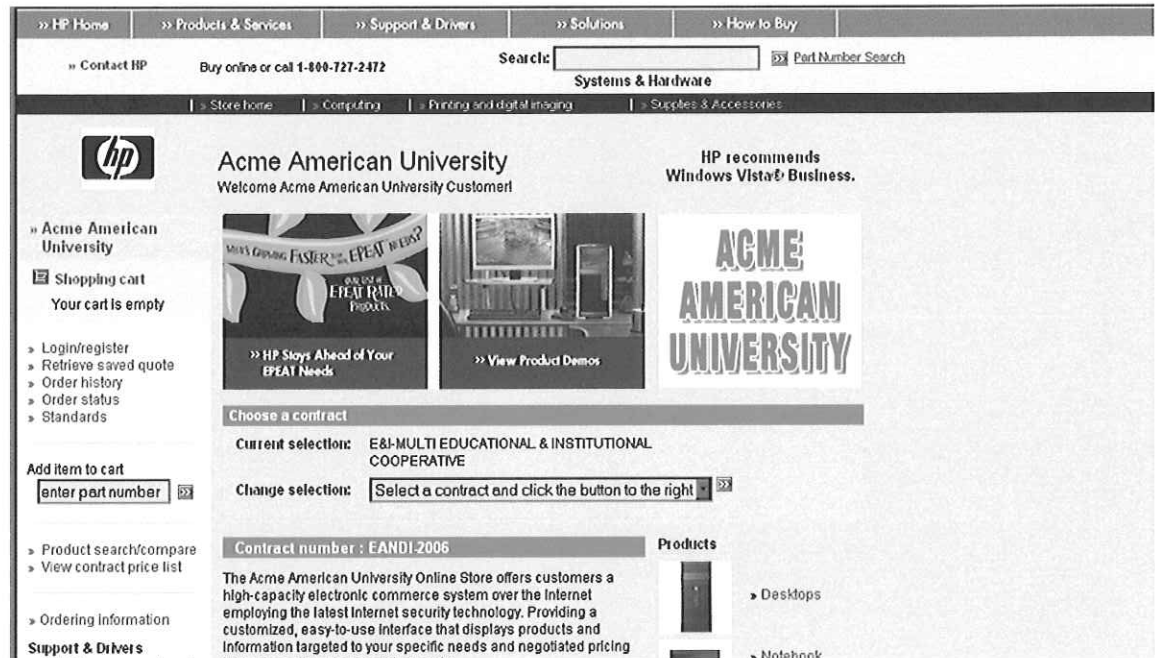




## The Custom Solution

Custom sites are secure personalized B2B websites that are based upon account specific contract pricing or fulfill a particular customer need. Many customers require their users to procure from limited standard configurations, and custom sites allow these kinds of restrictions. A dedicated eBusiness Consultant leads the implementation, trains end users on the web tool and workflow processes to support customer-specific fulfillment needs. A sample custom site can be viewed at: [www.hp.com/buy/acme](http://www.hp.com/buy/acme).

### Custom Website Page



The key benefits of a Custom website are in the Security, Customization and Control of the solution:

### Security

Customers are provided with their own unique and secured URL when they choose to implement a private HP B2B website. End users must login if they wish to check order status, save a quote, view order history or submit an order.

### Customization

Customers set forth their own guidelines that determine product offerings, standard configurations, pricing and other customizable features including the ability to specify an HP Agent via their HP customized website. The Store Front contains image links to the HP product lines and information determined by the customer.

### Control

Customers may restrict users to selecting from set standards or allow them to purchase from the entire HP product line. Customers may further control purchasing by monitoring activity through an online approval process prior to order submission. The custom HP B2B.com web tool allows a designated purchasing authority to be notified via email when there are orders pending their approval.





## HP.com Business to Business Program Summary

HP.com Business to Business offers State agencies more than just a convenient online shopping experience. The built-in reliability, flexibility, and innovation of HP.com Business to Business actively support the continuous improvement of purchasing and procurement management functions. All of the HP.com Business to Business tools and capabilities work cooperatively to improve resource planning and budgeting processes. HP.com Business to Business is a user-driven resource that scales from an easy to use simple website solution to a customized procurement site.

For more information about HP.com Business to Business solutions, please contact your HP Account Manager, or visit our website at <http://www.hp.com/buy/b2bsolutions>.

3.10.5 Some agencies require serial ports on their laptops in order to use certain components they need to do their jobs. The Vendor should include any equipment required to meet this requirement under optional equipment. See attachment I.

### **Response:**

Equal.

A single serial port is available on each of the following notebook models:

- HP ProBook 6565b

The product specifications for the HP ProBook 6565b has been provided in soft copy on the CD-ROM. Please refer to **HP Attachment Hardware Quick Specs.zip**.

The 2760p does not include an integrated serial port; however, an Expresscard/34 to Serial Port Adapter has been included to provide the serial port.



## 4.0 Cost

All mandatory and desirable hardware specifications required in this section are included as attachments A-J.

- 4.1 Vendor must complete the Cost Sheets attached. Vendors must complete Attachments A-J (including optional components for this equipment) to be considered to have provided a valid bid response.

**Response:**

HP has complied. Please refer to **HP Attachment 5, HP Response to Attachments A – J.**

- 4.2 The lowest cost, most complete bid meeting specifications shall be awarded a contract.

**Response:**

Equal.

HP is pleased to provide the cost to West Virginia as supplied on the attachments in this RFQ response. We will keep our pricing consistent for the life of the product as well as any transition product that would replace these configurations. This consistency will remain through the contract period, including any renewals the State of West Virginia executes.

- 4.3 Vendor must agree to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals

**Response:**

HP has read and acknowledges.

- 4.4 Any educational discounts available from the vendor must be included in the cost section of this RFQ, to indicate the capability and capacity to provide them to K-12 schools. Educational pricing must be listed on each cost sheet and noted as such. The State clearly understands that discounts for Education pricing may differ. The Educational discount will not be part of the evaluation.

**Response:**

Equal.

HP's proposal provides not only the State departments, but all government agencies within the State of West Virginia, including all state agencies, local public bodies, cities, counties and public schools and institutions of higher education the ability to purchase the products proposed at the extremely aggressive pricing to maximize each agencies budgets. The aggressive pricing HP offered is a reflection of our future costs from suppliers, which allow us to more accurately predict and deliver a price that is significantly lower, therefore providing all agencies utilizing the contract the most aggressive pricing upfront.



**4.5 ALL COSTS MUST INCLUDE SHIPPING AND HANDLING AND MUST REFLECT A TOTAL PER UNIT COST FOR EASE OF COMPARISON.**

***Response:***

Equal.

HP has complied. Please refer to ***HP Attachment 5, HP Response to Attachments A-J.***

**4.6** The State reserves the right for agencies to purchase those items listed as "Optional" from this contract but agencies are not required to use this contract for these items

***Response:***

Equal.



## Mandatory Requirements

Description	Completed
Letter confirming that Vendor agrees to all mandatory requirements	Yes Please refer to <b>HP Attachment 6.</b>
Detailed Spec Sheets for all requested products (3.1.1)	Yes*
EPEAT Silver Certifications for mandatory products (3.1.7)	Yes
Life Cycle Map — 12 to 18 months for mandatory products (3.3.3)	Yes
Information on account representative and his/her supervisor (3.8.1)	Yes
List of other support personnel (3.5.1)	Yes
Narrative on Pricing Baseline (4.2)	Yes
Purchasing Affidavit (1.3)	Yes
If required by vendor, contract terms and conditions (1.4)	Yes
Cost Sheet	
Attachment A — Standard PC	Yes
Attachment B — Power PC	Yes
Attachment C — GIS/Eng. Class PC	Yes
Attachment D — Standard Laptop	Yes
Attachment E — Power Laptop	Yes
Attachment F — Tablet (12")	Yes
Attachment G — Required Services	Yes
Attachment H — Optional Components and Services	Yes
Attachment I — Optional Hardware	Yes
Attachment J — Cost Evaluation	Yes
* HP has provided URLs for online product information. Additionally, for your convenience, soft copies of product specification documents have been provided on the accompanying CD-ROM. Please refer to <b>HP Attachment Hardware Quick Specs.zip</b> and <b>HP Attachment HP Hardware Data Sheets.zip</b> .	

**\*\*The above table is a general summation of the mandatory requirements; however, any requirement as defined in Section 1.1, Definitions-Item F: Mandatory Requirements is a mandatory part of the bid and resulting contract. Vendor failing to meet any mandatory requirement will be disqualified.**

### **Response:**

HP has read and acknowledges.



## Vendor Preference Certificate

***Response:***

HP has not included the Vendor Preference Certificate since we are not claiming a Vendor Preference.



# IP11

## ATTACHMENT A

### STANDARD PC

ITEM	MINIMUM REQUIREMENTS	State COST	Educational Cost
Chassis Including Shipping	Mid tower	N/A	N/A
OS	Windows 7 Enterprise 32 bit	N/A	N/A
Processor	Intel Core i3 3.00 GHz or AMD Phenom II X2 B59 3.4GHz 7MB Total Cache	N/A	N/A
RAM	4 GB min	N/A	N/A
Hard drive	160gb 7200 RPM SATA, upgradable	N/A	N/A
Keyboard	standard USB	N/A	N/A
Mouse	optical USB 2 button with scroll	N/A	N/A
DVD/RW	Multi DVD/RW optical drive	N/A	N/A
USB ports	4 back, 2 front, with a minimum one USB 2.0 port or higher	N/A	N/A
Video	dual monitor capability with one VGA port and one DVI port	N/A	N/A
Ethernet port	standard integrated	N/A	N/A
TPM chip required		N/A	N/A
Base cost of Unit including shipping		\$ 445.00	\$ 904.55
4 Year Warranty	On-Site	\$ 29.00	\$ 87.20
Total Cost of Unit		\$ 474.00	\$ 991.75

Proposed Make	Proposed Model
HP	6005



# IP11

## ATTACHMENT B

### POWER PC

ITEM	MINIMUM REQUIREMENTS	State COST	Educational Cost
Chassis Including Shipping	Mid tower	N/A	N/A
OS	Windows 7 Enterprise 32 bit	N/A	N/A
Processor	Intel Core i5-2400 or AMD Phenom X4 B97 3.2GHz 8MB Total Cache	N/A	N/A
RAM	4 GB min	N/A	N/A
hard drive	500gb 7200 RPM SATA, upgradable	N/A	N/A
Keyboard	standard USB	N/A	N/A
Mouse	optical USB 2 button with scroll	N/A	N/A
DVD/RW	Multi DVD/RW optical drive	N/A	N/A
USB ports	4 back, 2 front, with a minimum one USB 2.0 port or higher	N/A	N/A
Video	dual display capable (one VGA, one DVI) 1 GB dedicated RAM	N/A	N/A
Ethernet port	standard integrated	N/A	N/A
TPM chip required		N/A	N/A
Base cost of Unit including shipping		\$ 535.00	\$ 1,154.42
4 Year Warranty	On-Site	\$ 29.00	\$ 87.20
Total Cost of Unit		\$ 564.00	\$ 1,241.62

Proposed Make	Proposed Model
HP	6005

# IP11

## ATTACHMENT C

### GIS/ENG. CLASS PC

ITEM	MINIMUM REQUIREMENTS	State COST	Educational Cost
Chassis Including Shipping	Mid tower	N/A	N/A
OS	Windows 7 Enterprise 32 bit	N/A	N/A
Processor	Intel Core i7-2600 Sandy Bridge 3.4 GHz (32nm)	N/A	N/A
RAM	4 GB min	N/A	N/A
hard drive	1 TB 7200 RPM SATA, upgradable	N/A	N/A
Keyboard	standard USB	N/A	N/A
Mouse	Optical USB 2 button with scroll	N/A	N/A
DVD/RW	Multi DVD/RW optical drive	N/A	N/A
USB ports	4 back, 2 front, with a minimum one USB 2.0 port or higher	N/A	N/A
Video	Dual display capable (one VGA, one DVI), NVIDIA Quattro 4000 or equivalent	N/A	N/A
Ethernet port	Standard integrated	N/A	N/A
TPM chip required		N/A	N/A
Base cost of Unit including shipping		\$ 1,460.00	\$ 2,277.33
4 Year Warranty	On-Site	\$ 80.00	\$ 240.00
Total Cost of Unit		\$ 1,540.00	\$ 2,517.33

Proposed Make	Proposed Model
HP	Z210

## ATTACHMENT D

## STANDARD LAPTOP

ITEM	MINIMUM REQUIREMENTS	State COST	Educational Cost
OS Including Shipping	Windows 7 Enterprise 32 bit	N/A	N/A
Processor	Intel Core i3-2310M Sandy Bridge 2.1 GHz (32nm) or AMD A6-3410MX 2.3GHz (Quad core) Includes Radeon HD 6520M Graphics	N/A	N/A
RAM	2 GB (2 GB x 1)	N/A	N/A
hard drive	160GB 7200 RPM SATA	N/A	N/A
Keyboard	Standard	N/A	N/A
Webcam	Integrated	N/A	N/A
DVD/RW	Multi DVD/RW optical drive	N/A	N/A
USB ports	3 total with at least one USB 2.0 port	N/A	N/A
Video	Standard integrated video, 15" display or better	N/A	N/A
Battery	6 cell 55 Whr Battery or equivalent	N/A	N/A
Ethernet port	Standard integrated	N/A	N/A
Wireless	802.11 a/b/g/n I2 WLAN Card	N/A	N/A
Computrace complete 4 years		N/A	N/A
TPM chip required		N/A	N/A
Base cost of Unit including shipping		\$ 559.00	\$ 1,005.50
4 Year Warranty	On-Site	\$ 190.00	\$ 295.20
Total Cost of Unit		\$ 749.00	\$ 1,295.70

Proposed Make	Proposed Model
HP	6565b

# IP11

## ATTACHMENT E

### POWER LAPTOP

ITEM	MINIMUM REQUIREMENTS	State COST	Educational Cost
OS Including Shipping	Windows 7 Enterprise 32 bit	N/A	N/A
Processor	Intel Core i5 2.4 GHz or AMD A8- 3510MX 2.5GHz (Quad Core) Includes Radeon HD 6620M Graphics	N/A	N/A
RAM	4 GB	N/A	N/A
hard drive	320 GB 7200 RPM SATA	N/A	N/A
Keyboard	Standard integrated	N/A	N/A
Webcam	Integrated	N/A	N/A
DVD/RW	Multi DVD/RW optical drive	N/A	N/A
USB ports	3 total with at least one USB 2.0 port	N/A	N/A
Video	NVIDIA GFX N10P-NS 1 GB or equivalent 15" display or better	N/A	N/A
Battery	8 cell 73 Whr battery or equivalent	N/A	N/A
Ethernet port	Standard integrated	N/A	N/A
Wireless	802.11 a/b/g/n I2 WLAN Card	N/A	N/A
Computrace complete 4 years		N/A	N/A
TPM chip required		N/A	N/A
Base cost of Unit including shipping		\$ 1,235.00	\$ 2,138.60
4 Year Warranty	On-Site	\$ 160.00	\$ 288.15
Total Cost of Unit		\$ 1,395.00	\$ 2,426.75
Proposed Make		Proposed Model	
HP		8560w	

# IP11

## ATTACHMENT F

**TABLET (12")**

ITEM	MINIMUM REQUIREMENTS	State COST	Educational Cost
OS Including Shipping	Windows 7 Enterprise 32 bit	N/A	N/A
Processor	Intel Core i5	N/A	N/A
RAM	4 GB	N/A	N/A
hard drive	150 GB 5400 RPM SATA, optional solid state	N/A	N/A
Keyboard	Physical	N/A	N/A
Mouse	Trackpad, digital pen	N/A	N/A
DVD/RW	None	N/A	N/A
USB ports	2 total	N/A	N/A
Video	Intel integrated or equivalent	N/A	N/A
Battery	Extended	N/A	N/A
Ethernet port	Standard integrated	N/A	N/A
Wireless	802.11 a/b/g/n I2 WLAN Card	N/A	N/A
Computrace complete 4 years		N/A	N/A
TPM chip required		N/A	N/A
Base cost of Unit including shipping		\$ 949.00	\$ 1,955.50
4 Year Warranty	On-Site	\$ 190.00	\$ 295.20
Total Cost of Unit		\$ 1,139.00	\$ 2,250.70

Proposed Make	Proposed Model
HP	2760p

# IP11

## ATTACHMENT G

### REQUIRED SERVICES

Service	State Cost	Educational Cost
Image Load per machine 3.1.3	\$0 (included in hardware)	\$ 17.00

(\*Note: Custom Imaging Services by HP is \$15 per unit. Pricing above is for standard image load services)



# IP11

## ATTACHMENT H

### OPTIONAL COMPONENTS AND SERVICES

Component	Vendor Specifications	State Cost		Educational Cost	
		Desktop	Laptop	Desktop	Laptop
1GB Memory (single)	1GB	\$ 33.00	\$ 13.00	\$ 51.00	\$ 33.15
2GB Memory (single)	2GB	\$ 16.00	\$ 18.00	\$ 50.15	\$ 50.15
4GB Memory (single)	4GB	\$ 28.00	\$ 30.00	\$ 84.15	\$ 84.15
External Enhanced Keyboard (USB)	USB Keyboard	\$ 10.00	\$ 10.00	\$ 25.50	\$ 25.50
External 2-button mouse w/scroll (USB)	USB Mouse	\$ 6.00	\$ 6.00	\$ 13.60	\$ 13.60
Nylon carrying Case	nylon case	N/A	\$ 32.00	N/A	\$ 45.25
Leather Carrying Case	leather case	N/A	\$ 40.00	N/A	\$ 75.65
Nylon Backpack	nylon backpack	N/A	\$ 12.00	N/A	\$ 58.65
Extended life battery for each laptop model	Extended Battery	N/A	\$ 69.00	N/A	\$ 152.15
AC Adapter	AC Adapter	\$ 17.00	\$ 17.00	\$ 67.15	\$ 67.15
Port Replicator for each laptop model	port replicator	N/A	\$ 35.00	N/A	\$ 52.50
Full Docking Station for each laptop model	Advanced Dock	N/A	\$ 165.00	N/A	\$ 204.50
Computrace complete 4 years for each model	4 Year Computrace Complete	\$ 75.00	\$ 75.00	\$ 93.75	\$ 93.75
External Speakers	External speakers	\$ 15.00	\$ 15.00	\$ 24.65	\$ 24.65
Integrated 56K Fax Modem	56K Modem	\$ 25.00	\$ 0 (internal)	\$ 31.25	\$ 0 (internal)
Accidental Damage coverage for all mobile equipment	ADP for notebooks	N/A	\$ 190.00	N/A	\$ 313.65
Asset Tagging per machine 3.9.2	Asset tagging per unit	\$ 5.00	\$ 5.00	\$ 8.50	\$ 8.50
Total Price		\$230.00	\$732.00	\$449.70	\$1,302.95

Note: The price to carry to the total cost sheet Attachment J is the sum of the desktop and laptop total price. The educational cost is not part of the evaluation

[illegible]

# IP11

## ATTACHMENT J

### COST EVALUATION

Please transfer the totals from the Attachments to this page. Any discrepancy in the amount listed on the attachment and the "Total Cost From Attachment" Column, the price listed on the attachment shall prevail.

Estimates provided are for bid evaluation purposes only. Actual usage will depend upon the need of the State.

Attachment	Total State Cost From Attachment	Estimated Quantity	Product	Extended Cost
Attachment A	\$474.00	1,200	standard desktop pcs	\$568,800.00
Attachment B	\$564.00	2500	power desktop pcs	\$1,410,000.00
Attachment C	\$1,540.00	20	GIS/ENG Class pc	\$30,800.00
Attachment D	\$749.00	1000	Standard Laptop	\$749,000.00
Attachment E	\$1,395.00	1000	Power Laptop	\$1,395,000.00
Attachment F	\$1,139.00	50	Tablets	\$56,950.00
Attachment G	\$0.00	5700	Machines	\$0.00
Attachment H	\$962.00	20	Total State Cost	\$19,240.00
		<b>Total Cost</b>		<b>\$4,229,790.00</b>

## HP Proposed Configurations

Attachment A Configurations	
Config ID:	11854889
Product Number	Bill of Material
AT493AV	HP Compaq 6005 Pro MT PC
AX317AV	Single Unit (MT) Packaging
NQ591AV	E-Star 5.0 (cat B) label
AV848AV	HP Compaq 600x Pro MT Efficient Chassis
VH986AV	Windows 7 Professional 32 bit
QL826AV	AMD Phenom II X2 B59 Processor
VE569AV	4GB PC3-10600 Memory (2x2GB)
VE545AV	250GB SATA 3.5 1st Hard Drive
VE294AV	HP USB Standard JB Keyboard
VE303AV	HP USB Optical JB Mouse
VE308AV	SuperMulti LS (JB) 1st
KV902AV	HP DisplayPort To DVI-D Adapter
VF782AV	3/3/3 MT Warranty
VJ019AV	Windows 7 Pro 32/64 bit Recovery DVD
VE502AV	HP Compaq 6005 Pro Country Kit
BT814AV	Label AMD Vision Pro
UE333E	4 Yr NBD Onsite w/ DMR

Attachment B Configurations	
Config ID:	11917567
Product Number	Bill of Material
AT493AV	HP Compaq 6005 Pro MT PC
AX317AV	Single Unit (MT) Packaging
NQ592AV	E-Star 5.0 (cat C) label
AV848AV	HP Compaq 600x Pro MT Efficient Chassis
VH986AV	Windows 7 Professional 32 bit
BQ369AV	AMD Phenom II X4 B97 Processor
VE569AV	4GB PC3-10600 Memory (2x2GB)
VE547AV	500GB SATA 3.5 1st Hard Drive
QN140AV	AMD Radeon HD 6570 DP PCIe x16 Card
VE294AV	HP USB Standard JB Keyboard
VE303AV	HP USB Optical JB Mouse
VE308AV	SuperMulti LS (JB) 1st
VF782AV	3/3/3 MT Warranty
VJ019AV	Windows 7 Pro 32/64 bit Recovery DVD
VE502AV	HP Compaq 6005 Pro Country Kit
BT814AV	Label AMD Vision Pro
UE333E	HP 4y NextBusDay Onsite/DMR DT Only SVC

Attachment C Configurations	
Config ID:	11917641
Product Number	Bill of Material
XM856AV	HP Z210 CMT Workstation
XU945AV	HP Single Unit (CMT) Packaging
XU878AV	HP Energy Star 5.0 Enabled Configuration
XU868AV	HP Z210 400W 90% Efficient Chassis
XM873AV	MS Windows 7 Professional 32-Bit OS
XU952AV	Intel Core i7-2600 3.4 8MB 4C 95W GT1CPU
XU966AV	HP 4GB (2x2GB) DDR3-1333 nECC RAM
XU898AV	HP 1TB SATA 6Gb/s 7200 1st HDD
XU881AV	Intel HD Graphics 2000
XU925AV	HP USB Standard Keyboard
XU937AV	HP USB Optical Scroll Mouse
XU938AV	HP 16X DVD+-RW SuperMulti SATA 1st Drive
XW439AV	HP 3-3-3 Warranty
XV140AV	Windows 7 32 Bit Factory Image Recovery
XM880AV	HP Z210 Localization Kit
AY105AV	HP 3rd-Party HW Integration Service
AZ088AV	Placeholder 3P Hardware 1
WS095AA	NVIDIA Quadro 4000 2.0GB Graphics
UL834E	4 Year NBD Onsite Warranty with Disk Retention
VE053AA	HP DVI to VGA Adapter

Attachment D Configurations	
Config ID:	11860455
Product Number	Bill of Material
XB273AV	HP IDS 6565b NB Base PC
LL591AV	Windows 7 PRO32 OF10STR 6565b O/S
LL687AV	DRDVD Win7 w/o WinDVD Restore Media
LL692AV	OSDVD Win7 PRO32 6565b Media
LR074AV	AMD A6-3410MX w/RadeonHD 6520G Processor
LG169AV	720P HD 6565b Webcam
LG161AV	15.6 HD SVA f/CAM Display
XB282AV	2G 1333DDR3 1DM 6565b Memory
XB287AV	250G 7200RPM 6565b Hard Drive
LF672AV	TP 6565b Keyboard
XB296AV	6C 55Whr 6565b Battery
LN130AV	MISC no-FPR f/TP Keyboard Module
XB293AV	ODD DVDRW Upgrade Bay
LG171AV	56K v.92 MDC 6565b Modem
LL573AV	802.11a/b/g/n B2 6565b Wireless Card
RQ006AV	No Bluetooth Device
LE333AV	No WWAN Module
LG180AV	3/3/0 6565b Warranty
LG145AV	90W 6565b Hardware Kit
XU979AV	eStar PCID Module
VM939AV	MS Windows 7 Logo Label
UL785E	HP 4y Nbd Onsite/ADP/DMR NB Only SVC

Attachment E Configuration	
Config ID:	11917917
Product Number	Bill of Material
XX058AV	HP IDS QC 8560w Base NB PC
XW895AV	Windows 7 PRO32 OF10STR O/S
LK328AV	DRDVD Win7 w/o WinDVD Restore Media
LK331AV	OSDVD Win7 PRO32 Restore Media
LG182AV	Intel Core i7-2630QM Quad Core Processor
XZ563AV	Integrated 720P HD Webcam
XX065AV	15.6 HD+ WVA f/CAM Display
WX703AV	4GB 1333DDR3 1DM Memory
WX706AV	320GB 7200RPM Hard Drive
XZ546AV	NVIDIA Quadro 1000M Graphics Card
XZ565AV	DualPoint Keyboard
WX714AV	8C 83Wh Battery
XZ557AV	Finger Print Reader
WX712AV	DVD RW UB Optical Drive
XX068AV	MDC v92 Modem
XX071AV	802.11 a/b/g/n I2 WLAN Card
KX120AV	No Bluetooth Device
LE334AV	No WWAN w Module
XZ562AV	3/3/3 Warranty
FM666AV	NO vPro AMT supported Module
XZ548AV	150W Hardware Kit
XU980AV	eStar PCID Setting
VM943AV	MS Windows 7 Logo Label
LB643AV	Core i7-2G w Label
UL794E	HP 4y Nbd Onsite/ADP/DMR NB Only SVC

Attachment F Configuration	
Config ID:	11917529
Product Number	Bill of Material
XB252AV	HP IDS i5 2410M 2760p Base NB PC
LA235AV	Windows 7 PRO32 OF10STR O/S
LL857AV	DRDVD Win7 w/o WinDVD Restore Media
LL862AV	OSDVD Win7 PRO32 Restore Media
LG185AV	Integrated 720p Webcam
XB253AV	12.1 WXGA LED TCH Display
XB257AV	4GB 1333DDR3 1DM Memory
XB260AV	250GB 7200RPM Hard Drive
LA245AV	DualPoint Keyboard
XB269AV	6C 44Wh Battery
LG187AV	Finger Print Reader
LG189AV	MDC v.92 Modem
XW822AV	802.11 a/b/g/n I2 WLAN Card
RQ006AV	No Bluetooth Device
LE333AV	No WWAN Module
XX363AV	3/3/0 Warranty
FG972AV	NO vPro AMT supported Feature
XU979AV	eStar PCID Module
XX176AV	65W Hardware Kit
VM939AV	MS Windows 7 Logo Label
WK823AV	Touch PCID Module
LB635AV	Core i5-2G Label
UL785E	4 Year NBD Onsite Warranty with DMR and ADP





Hewlett-Packard Company  
2351 HP Way NE  
Rio Rancho, NM 87144  
www.hp.com

October 27, 2011

Krista Ferrell - File 42  
Buyer  
State of West Virginia  
Department of Administration  
Purchasing Division - Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Judith M. Alexander, Esq.  
HP Legal Department

Tel.: 954 272 0855  
Fax: 954 343 2210  
Judith.alexander@hp.com

Re: Mandatory Requirements

Dear Ms. Ferrell,

Hewlett-Packard ("HP") is pleased to submit the enclosed proposal in response to the State of West Virginia's, Request for Quotation for Blanket Open End Statewide Contract for Computers and Peripherals, number IP11 ("RFQ").

As required by the Mandatory Requirements Section of the RFQ, this correspondence confirms that HP's proposal meets the following requirements as described below:

- Detailed Product Specifications for all requested products, which have been provided on CD-ROM (3.1.1);
- EPEAT Silver Certification provided on mandatory products (3.1.7);
- Product life Cycle Roadmap included for mandatory products (3.3.3);
- Information on Account Manager and supervisor (3.8.1);
- List of support personnel (3.5.1);
- Completed Cost Sheets, Attachments A – J;
- Narrative on Pricing Baseline (4.2);
- Signed and notarized Purchase Affidavit (1.3);
- Proposed terms and conditions (1.4);
- All other mandatory requirements as defined in Section 1.1 .Definitions – Item F: Mandatory Requirements.

We look forward to a strong and mutually beneficial business relationship. Please contact Tina Segneri Ladegast at 859.361.8544 or [tina.segneri@hp.com](mailto:tina.segneri@hp.com) with any questions you may have regarding HP's proposal.

Sincerely,

Judith M. Alexander, Esq.  
Public Sector Contracts Negotiation  
State and Local Government/Education



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
IP11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

Hewlett-Packard Company  
3000 Hanover Street  
Palo Alto, CA 94304-1185

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
10/24/2011						
BID OPENING DATE: 11/10/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 11/10/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				TECHNICAL QUESTIONS WILL BE ANSWERED BY SUBSEQUENT ADDENDUM.		
				***** END ADDENDUM NO. 1 *****		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Judith M. Alexander, Esq.	TELEPHONE	954.272.0855	DATE	11-4-11
TITLE	Public Sector, Contracts Negotiator	FEIN	94-1081436	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](http://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 50130  
Charleston, WV 25305-0130

## Request for Quotation

RFQ NUMBER
IP11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

Hewlett-Packard Company  
3000 Hanover Street  
Palo Alto, CA 94304-1185

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

DATE PRINTED 11/01/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 11/15/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (IP11),						
2.) TO RESISSUE THE SPECIFICATIONS IN THEIR ENTIRETY,						
3.) TO PROVIDE REVISED PRICING SHEETS, AND						
4.) TO EXTEND THE BID OPENING DATE.						
BID OPENING DATE IS EXTENDED TO: 11/15/2011						
BID OPENING TIME REMAINS: 1:30PM						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		205-43	Please refer to HP's itemized Cost Sheets	Please refer to HP's itemized Cost Sheets
PERSONAL COMPUTERS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	Judith M. Alexander, Esq.	TELEPHONE 954.272.0855	DATE 11-4-11
TITLE Public Sector Contracts Negotiator		FEIN 94-1081436	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](http://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.
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## TECHNICAL QUESTIONS STATEWIDE CONTRACT – IP11

Q. In reference to the Windows 7 Enterprise 32-bit Operating System Requirements, does the State of West Virginia Department of Administration Purchasing Division have a state agreement with Microsoft in place? If so, what Microsoft state license agreement (# and type).

A. WVOT's Volume License version of Windows 7 Enterprise. WVOT's parent program number is "Enterprise 6 01E65001

Q. All desktop requirements include a USB 3.0 port and since this is not supported natively by the current chipsets, it will require the inclusion of a separate PCIe card to provide it. This will of course, increase the base price in most cases. Therefore, would the State of WV consider making this an optional requirement to allow those not needing it to save money?

A. This should be made optional. The requirement should be for USB 2.0

Q. 3.3.5 Demo Units – Should vendors expect the State of West Virginia to keep the demo units?

A. Yes. The demo unit(s) will be used to make custom images throughout the life of a given model.

Q. Is the State of West Virginia purchasing printers on IP11 as indicated on the first page of the RFQ? If so what are the printer specifications?

A. No. Printers should be removed from the two references in the document.

Q. Page 1-7 "Request for Quotation". Please confirm that the acknowledgement form is required to be submitted as part of complete bid.

A. Please refer to the RFQ language for instruction on bid submission requirements.

Q. Page 4 "Exhibit 3". Please confirm the pricing methodology requested. Will unit pricing on awarded systems remain fixed for a year, or for the entire life of the contract. What are the State of WV's expectations for follow on methodology at transition?

A. The State expects that the price would remain the same or decline over the life of the contract.



Q. Page 6 and 7 "Delivery Instructions". Please confirm how the State of WV would prefer bid submissions be sent in. The Notice explains hard copy submission with sealed envelope instructions, but there are many attachments in excel form that would be easily transmitted electronically via email.

A. The State cannot accept emailed bid submissions. Any bid received by email will not be considered and will be disqualified.

Q. Page 10 "3.1.3". Please confirm if imaging is required to be included in the pricing of all system units or if the cost to upgrade is only required. Please also confirm if test units are required to be submitted to the State of WV, the number of test units per awarded model, and the timeline required to do so. Will different entities ordering from the contract have their own unique images? Please confirm the frequency the State of WV expects this service to be requested.

A. There should be the following options for each pc: Standard image, Custom image, and no image. There will be one standard image for each model of client device. Any other images for the model would be considered Custom and would be created per order.

The demo/test unit should be provided prior to the model being available on contract so that a standard image is available for all consolidated agencies.

There should be one Demo/Test unit provided for each model of device on contract. This unit will be used to produce the Standard image and any future custom images.

An average expected number of requests for custom images (based on history) is four per month. Keep in mind that these requests usually come in waves at the beginning or end of fiscal periods.

Standard images are typically refreshed once per quarter. If the state makes a major change to its standard client setup, a new standard image may be produced out of cycle.

Q. Page 10 "3.1.5". Please confirm which license of Windows 7 is required. Please also confirm the State of WV's Microsoft Purchasing Agreement and upgrade rights.

A. For "no image" pc's it should be Windows 7 professional. Standard and Custom images will be produced using WVOT's Volume License version of Windows 7 Enterprise. WVOT's parent program number is "Enterprise 6 01E65001". The license count for OS will be attributed to a particular enrollment based on agency/agreement. This is handled by WVOT in conjunction with its LARMS vendor and Microsoft.

Q. Page 11 "3.3.7". Please confirm if replacement units at transition must maintain the same unit prices (price point replacement/firm fixed price) for the entire life of the

contract. Please also confirm the potential maximum term is three years price point replacement (one year with two (1) year optional renewals).

- A. The State expects that the price would remain the same or decline over the life of the contract.
- Q. Page 14 "3.9.1.2". Please confirm the State of WV's definition of second level technician support. This will allow OEMs to provide the correct level of coverage balanced with cost effective solutions. It may be that an OEM's standard level of warranty support meet's the State's expectation for technician support without adding additional warranty upgrades and cost.
- A. The "second level technician" is intended to denote the capability of the contact when calling for warranty support. A "first level technician" would only be able to take information to pass on to a higher level, or direct our staff to resources available online to them already. The direct contact should have the ability resolve the warranty issue directly (i.e. schedule an onsite replacement, issue a part for delivery, or provide direct troubleshooting assistance).
- Q. Page 14 "3.9.4.1". Please confirm if it is desirable that the State of WV also be able to receive reimbursement for the warranty self-maintainer repair performed.
- A. Yes.
- Q. Page 15 "3.10.1". Please confirm if the State-supplied tags are the same across all entities ordering or if there will be individual unique asset tags per entity. Please also confirm the frequency the State of WV expects this service to be requested.
- A. The tags are NOT the same across all state agencies. Less than 10% of systems ordered over the past year have included inventory tags.
- Q. Page 15 "3.10.2". Please confirm the frequency the State of WV expects accidental damage service to be requested.
- A. Past history has shown this typically occurs less than 30 times in a given year.
- Q. Page 15 "3.10.4". Please confirm if B2B online ordering capabilities may be required.
- A. While the State would prefer a B2B ordering procedure current practices may limit this. The State is interested in pursuing this option but it is not considered a mandatory requirement to bid on this contract.
- Q. Page 15 "4.3". Please further define how Vendors are expected to upgrade and maintain configurations.

A. The expectation is that change orders will occur at regular intervals to add current technology. An example would be the introduction of a new removable media technology, new type of processor, or new type of memory so that new systems that are acquired as a part of the contract are on pace with current technologies.

Q. RAM required 2GBX2, can we quote 4GB in 1 DIMM? This will allow for future expansion.

A. Yes

Q. Cannot quote WIN7 Enterprise. Can we quote WIN7 Pro?

A. Yes

Q. Is Mid Tower the same as Mini Tower?

A. Generally speaking it is two separate classes of size. For the purpose of evaluation the minimum classification should be Mid Tower.

Q. Is there flexibility in the USB Port requirements to achieve lower cost? Example, 8 ports in place of 10 and USB 2.0 in place of 3.0? Is USB 3.0 through an expansion slot acceptable?

A. USB 2.0 is required, USB 3.0 is optional. The minimum requirements for USB ports will be lowered to 4 in the back and 2 front.

Q. Do you want Vendors to provide pricing for BOTH Intel and AMD or lowest cost options?

A. Please provide your lowest cost option that meets the specifications or greater whether Intel or AMD.

Q. AMD Processor at 3.0 GHz an option or is the listed AMD Processor a must? Are you flexible for lower cost option?

A. The State requires Intel or AMD equivalent or greater as specified in each class machine.

Q. Is there flexibility in Video Card as stated for GIS PC?

A. Flexibility, Yes. The model is not important as long as benchmarks are equivalent, or better.

Q. Are you interested in supporting documentation from Manufacturers in regards to current and long term strategy of End User products and services as a business?

A. This is optional as a part of the bid evaluation. It is a requirement for the winning bidder to be able to provide this information throughout the life of the contract.

Q. What will be the decision criteria be in awarding this business to a vendor?

A. Per WV State Code 5A-3-11(e) , *"All open market orders, purchases based on advertised bid requests or contracts made by the director or by a state department shall be awarded to the lowest responsible bidder or bidders..."*

Q. Are there any state requirements for vendors having a physical presence in the State of WV?

A. Potential vendors are not required to have a state presence.

Q. What are any current issues in regards to imaging of state PC's that could be fixed with the right vendor imaging solution?

A. We currently do not have issues with images that come from vendors.

Q. How many images does the state currently have?

A. We maintain a standard image for each model of computer. All consolidated agencies are required to have the standard image on any PC that they order. The current total is 8 standard images.

Q. Will all systems be imaged?

A. The majority, but not everyone. Better than 90% of the systems ordered will have the standard image applied.

Q. Are you looking for asset tagging services as well?

A. Asset tagging services should be available as an option when requested.

Q. In reference to the Windows 7 Enterprise 32-bit Operating System Requirements, will the State of West Virginia Department of Administration Purchasing Division consider revising the wording of the Operating System specifications to state Windows 7 Professional 32-bit?

A. Because Windows 7 enterprise cannot be quoted outside of the agreement, Windows 7 professional can be quoted for lowest bid evaluation. Our standard image will include Windows 7 32-bit OS that is licensed as a part of our Enterprise agreement.

Q. Section 3.1.6 of the IP11 RFQ states that "All hardware provided under this contract must be Energy Star 4.0 compliant." Will the State of West Virginia consider making this an optional specification for desktops in Attachments A and B, as it adds additional cost to the unit due to the need for a high efficiency chassis?

A. Energy Star 4.0 compliance will remain a mandatory component of this contract.

Q. The i5-2405s (6M Cache, 2.50 GHz) processor listed in Attachment B is not a typical offering in business class machines. Will the State of West Virginia consider modifying the specification to the i5-2400 (6M Cache, 3.10 GHz) processor, which exceeds the specifications?

A. We will change the minimum to the i5-2400, it has a preferable feature set

Q. The i7-2600k (8M, 3.40 GHz) processor listed in Attachment C is not a processor we can offer. Will the State of West Virginia consider modifying the specification to the i7-2600 (8M, 3.40 GHz) processor, which has very comparable features? See the following link for a detailed comparison: <http://ark.intel.com/compare/52214,52213>

A. We will change to the i7-2600, it has a preferable feature set.

Q. Will the State of West Virginia consider an AMD graphics option to reduce cost, or is Nvidia graphics the mandate?

A. The network card specification is a minimum. Any brand card that has equivalent or better benchmarks would be acceptable for the evaluation.

Q. Will the State of West Virginia consider removing the USB 3.0 specification on the Attachment D specification, or making it an option?

A. Yes. See previous response on new USB specifications.

Q. In order to offer the most cost effective and vendor neutral options, will the State of West Virginia consider accepting a Wireless LAN module from a manufacturer other than Intel for Attachment D?

A. The specification listed is a minimum. The substitution would have to meet the same speed, protocol and feature sets.

Q. For memory specifications listed in Attachments E and F, the requirement states 4 GB (2x2 GB). Will the State of West Virginia consider modifying the specification to 1x4GB, which will allow memory upgrades, if the State decides upon this option in the future?

A. Yes. The requirement is 4GB. 1x4 is acceptable.

Q. The battery specification in Attachment states Extended. Does this imply that a secondary battery should be offered in addition to the primary battery, to extend the run time of the primary battery?

- A. The optional component should be a longer life replacement of the primary batter, not just an additional battery to extend the runtime of the system.
- Q. Since there are different parts and costs associated with options for notebooks vs. options for desktops, is there a way to change attachment H to provide a column for desktops and a column for notebook options?
- A. We will add a column for desktop and laptop so that things like memory can be priced appropriately where it applies.
- Q. On attachment H, you are asking for Computrace, since there are many different options of Computrace and the state is currently purchasing Computrace Complete for either 2, 3 or 4 years, can this be specified on the pricing form?
- A. Computrace Complete for a period of 4 years. The attachments will be adjusted to reflect specifics.
- Q. Section 2.1 references Attachment K a West Virginia regional support map but it was not part of the RFQ.
- A. We wanted to demonstrate that the vendor would need to provide support in some instances to other areas of the state outside of the Charleston area. We are deleting the reference to the regional support map. Section 2.1 should now read as: The central point-of-contact for all IP11 procurement will be the Office of Technology, located at the Capitol Complex, Bldg 5, 10<sup>th</sup> Floor, in Charleston, West Virginia. The successful vendor must perform on-site support at any and all State office, regardless of their physical location. A large portion of the State's business is conducted either at the State Capitol Complex, located at 1900 Kanawha Boulevard, in Charleston, or at other centralized offices located in, or near, the city. However, the successful vendor will be expected to perform support at any State office.
- Q. The State Department of Education (DOE) currently has their own PC contract. How will this contract work with the OT contract?
- A. The OT contract will not change the DOE contract. However, if the successful vendor bids educational pricing lower than the DOE pricing the DOE may utilize the OT contract. Vendors may choose to bid the "Education Cost" column at a lower or equal price as the "State Cost" column on Attachments A through I. However, the "Educational Cost" will not be utilized in the evaluation page on Attachment J.
- Q. Attachment H indicates that the optional components will not be part of the evaluation but Attachment J has a line item for their costs to be included.
- A. The "Not Part of the Evaluation" indication on Attachment H will be removed.



See attached updated cost evaluation statements A-I.

RFQ No. IP11STATE 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 owed 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.

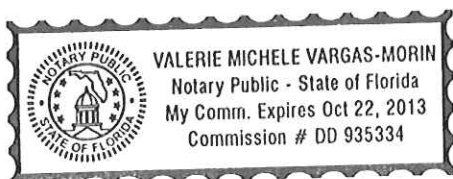
**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Hewlett-Packard Company

Authorized Signature: \_\_\_\_\_

Date: October 20, 2011State of FloridaJudith M. Alexander, Esq., Public Sector Contracts NegotiatorCounty of Broward, to-wit:Taken, subscribed, and sworn to before me this 20 day of October, 2011.My Commission expires October 22, 2013, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC



Valerie M. Vargas-Morin