



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

Solicitation

NUMBER

AGO4814

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET

304-558-8802

*802093829 216-643-9150

ADVIZEX TECHNOLOGIES LLC
6480 ROCKSIDE WOODS BLVD S

INDEPENDENCE OH 44131

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OFFICE OF THE ATTORNEY GENERAL

BUILDING 1, ROOM E26
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0220 304-558-2021

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DATE PRINTED

10/03/2013

BID OPENING DATE:

10/17/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		205-43		
				SERVICES AND FIBRE CHANNEL SWITCHES		
***** THIS IS THE END OF RFQ					AGO4814 ***** TOTAL:	\$85,822.12
10/17/13 09:29:52 AM West Virginia Purchasing Division						

SIGNATURE

George S. Laskos

TELEPHONE

216-901-1818 x 4133

DATE

10/15/2013

TITLE

ISR

FEIN

37-150-4931

ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0220 304-558-2021

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DATE PRINTED

09/19/2013

BID OPENING DATE:

10/17/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-43		
				SERVICES AND FIBRE CHANNEL SWITCHES		
				REQUEST FOR QUOTATION (RFQ)		
				THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA ATTORNEY GENERALS OFFICE, IS SOLICITING BIDS FOR A "ONE-TIME" PURCHASE OF TEN (10) SERVERS AND TWO (2) FIBRE CHANNEL SWITCHES AND ACCESSORIES PER THE ATTACHED TERMS & CONDITIONS AND SPECIFICATIONS.		
				***** THIS IS THE END OF RFQ	AGO4814 ***** TOTAL:	

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0220 304-558-2021

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DATE PRINTED
10/02/2013

BID OPENING DATE: 10/17/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	1	LS	205-43			
SERVERS AND FIBRE CHANNEL SWITCHES						
***** THIS IS THE END OF RFQ AGO4814 ***** TOTAL: _____						

SIGNATURE

George S. Laskoo

TELEPHONE

216-901-1818 x4133

DATE

10/15/2013

TITLE

ISR

FEIN

37-150-4931

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: AGO4814
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To provide the updated Pricing Page; revising the number of Servers

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

Terms and Conditions:

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

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: September 30, 2013 at 2:00 PM. EDT.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 17, 2013 at 1:30 PM. EDT.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

AGO4814

Vendor Submitted Questions and Agency Responses.

Q.1. Can the Length of the server be more than 27.5"? Most industry standard racks have a tendency for 4-post racks to be 600mm (23.62") or 800mm (31.5") wide, and for them to be 600mm (23.62"), 800mm (31.5") or 1010mm (39.76") deep. HP is one of the only MFG's that have different depths within their own product line. Depending what hard drive form factor you require.

1U Rack form factor:

8 SFF and 10 SFF Drive Bay Versions; 1.7" (4.32 CM) Height x 17.11" (69.85 cm) Length

4 LFF Drive Bay Version; 1.7" (4.32 cm) Height x 17.11" Width x 29.5 (74.67 cm) Length

A.1. No, the Agency currently has server enclosures that need this specification listed as 3.1.1.1.2.

Q.2. How much memory is required per server? Noticed that on Page 19 shows 4 (16GB) + 4 (16GB) = 8 x 16GB DIMMs: Does not match the Pricing Page request.

A.2. 128GB RAM per Server or 64 GB RAM per Processor.

Section 3.1.1.2.1 specifies "Two (2) 2.4 GHz/8-core/20MB/115W Processors or equal;" this refers to 2 physical processors/sockets on the system board.

Section 3.1.1.2.2 specifies "Four (4) 16GB Dual Rank x4 PC3L-10600R (DDR-1333) Registered CAS-9 Low Voltage Memory Kit per processor or equal;" this refers to 4x16GB modules per processor. Pricing sheet specifies (Q40/Q10=4) 4x16GB DDR3 modules per processor, and as specified, there are 2 processors per board. Both specifications refer to 2 physical separate installations of RAM on the system board for each processor.

Q.3. Can the memory be 1600MHz vs. 1333Mhz?

A.3. RAM and all other components must be provided by manufacturer as stated in 2.3. As long as the RAM is equal to or better and meets all specifications.

Q.4. Can the power supplies be equal or larger than 460W?

A.4. Power supplies must have a rated input of 120 volts and cannot exceed 4.5 amps at 60 hertz.

Q.5. Can the RAID Adapter have cache on-board?

A.5. The agency needs the RAID adapter to use its cache memory for RAID functions and the flexibility to upgrade to other controllers with more cache memory in the future.

Q.6. Are Diagnostic LED's next to failing components inside the server (*e.g. Power Supplies, Fans, VRM's, Drives, Processors & Memory*) required to help with faster problem isolation and repair?

a. If so, does it need to be persistent without power?

A.6. The agency needs appropriate diagnostic LEDs for the front panel, rear panel, hard drives, and connectivity; this includes the native ability to manage the hardware remotely over IP with health status, but without a software agent.

Q.7. Is TPM 1.2 (Trusted Platform Module) required?

A.7. No, the agency does not require this specification.

Q.8. Will the Attorney General's Office give consideration to other vendor platform offerings that meet or exceed stated requirements?

A.8. All equipment offered must meet all specifications listed in RFQ and defined as 2.3 "Contract Item" See Exhibit A for a list of components. The manufacturer of the hardware must be the same brand for both the server and fibre channel switch. Equivalents will be considered as long as they meet all specifications.

Q.9. Do proposals need to also include a rack offering?

A.9. No; the Agency has all enclosures needed.

Q.10. Does the Attorney General's Office prefer local WV partner versus direct from manufacturer to provide local WV business support, and local resources to assist?

A.10. The Agency gives no preference; all West Virginia State Purchasing laws apply.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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



Term Contract

Initial Contract Term: This Contract becomes effective on _____
and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ fifteen (15) working _____ days.

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:**

or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

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

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

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

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The Office of the West Virginia Attorney General to establish a contract for the one time purchase of ten (10) servers, two (2) fibre channel switches, and accessories.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"1GbE"** means a term describing various technologies for transmitting ethernet frames at a rate of gigabit per second
 - 2.2 **"1U"** stands one rack mount unit
 - 2.3 **"Contract Item"** means components provided by a qualified, manufacturer-authorized vendor for servers, fibre channel switches, and accessories. The manufacturer of the hardware must be the same brand for both the server and fibre channel switch. See Exhibit A for a list of components.
 - 2.4 **"EIA"** stands for Electronic Industries Association
 - 2.5 **"GB"** stands for Gigabyte
 - 2.6 **"LC"** stands for Lucent Connector
 - 2.7 **"MB"** stands for Megabyte
 - 2.8 **"PCIe"** means a high-speed serial computer expansion bus known as Peripheral Component Interconnect Express.
 - 2.9 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is attached herto as Exhibit A.
 - 2.10 **"RAID"** means redundant array of independent disks
 - 2.11 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as AGO-4814.
 - 2.12 **"RMU"** stands for Rack Mount Unit

REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

2.13 “RPM” stands for revolutions per minute

2.14 “SATA” stands for Serial Advanced Technology Attachment

2.15 “SFP” stands for small form-factor pluggable transceiver

3. GENERAL REQUIREMENTS:

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

3.1.1 Server Hardware must be:

3.1.1.1.1 1 RMU 19 inch EIA-310 specification (See Attachment B)

3.1.1.1.2 Chassis must be equal to or less than 27.5 inches in depth

3.1.1.1.3 Assembled by manufacturer prior to shipping

3.1.1.2 Server Hardware must meet the following minimum specifications:

3.1.1.2.1 Two (2) 2.4 GHz/8-core/20MB/115W Processors or equal

3.1.1.2.2 Four (4) 16GB Dual Rank x4 PC3L-10600R (DDR-1333) Registered CAS-9 Low Voltage Memory Kit per processor or equal

3.1.1.2.3 Two (2) 500GB SATA 7200 RPM 2.5 inch Harddrive

3.1.1.2.4 Two (2) 8Gb 1-port PCIe Fibre Channel Host Bus Adapter

3.1.1.2.5 Ethernet 1GbE 4-port adapter

3.1.1.2.6 Two (2) 460 Watt Common Slot Power Supply Kit

3.1.1.2.7 1U Small Form Factor Ball Bearing Rail Kit per Server

3.1.1.2.8 8-Bay Small Form Factor Drive Cage

REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

3.1.1.2.9 Embedded Array Controller with RAID support and hot swap compatibility

3.1.1.3 Server Warranty and Support

3.1.1.3.1 Support

3.1.1.3.1.1 Vendor must provide dedicated representatives in technical support, offering toll-free access and e-mail contact references. This information will be required before contract award.

3.1.1.3.1.2 Vendor must provide direct, technical access 24x7x365 to support Servers offered. Vendor must return calls within 4 hours.

3.1.1.3.2 Warranty

3.1.1.3.2.1 Vendor's warranty for Servers must be on-site and for a period of no less than three (3) years.

3.1.2 Fibre Channel Switches

3.1.2.1 Fibre Channel Switches must meet the following minimum specifications:

3.1.2.1.1 Fibre Channel Switch with 8 active ports

3.1.2.1.2 1 meter multi-mode LC/LC Fibre Channel cable

REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

3.1.2.1.3 8Gb Short Wave Fibre Channel SFP+1 Pluggable Transceiver

3.1.2.1.4 Fibre Channel Switch configuration remote support will be provided by manufacturer.

3.1.2.2 Fibre Channel Host Bus Adapters must be manufacturer installed in the rear of the Servers

3.1.2.3 Fibre Channel Switch Warranty and Support

3.1.2.3.1 Support

3.1.2.3.1.1 Vendor must provide dedicated representatives in technical support, offering toll-free access and e-mail contact references. This information will be required before contract award.

3.1.2.3.1.2 Vendor must provide direct, technical access 24x7x365 to support Fibre Channel Switches offered. Vendor must return calls within 4 hours.

3.1.2.3.2 Warranty

3.1.2.3.2.1 Vendor's warranty for Fibre Channel Switches must be on-site and for a period of no less than three (3) years.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page Exhibit A by providing a total cost for servers, fibre channel switches, and accessories. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 business days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at State Capitol Building 1 RM 26E Charleston, WV 25305.

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

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor

REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Exhibit A Pricing Page

TOTAL:

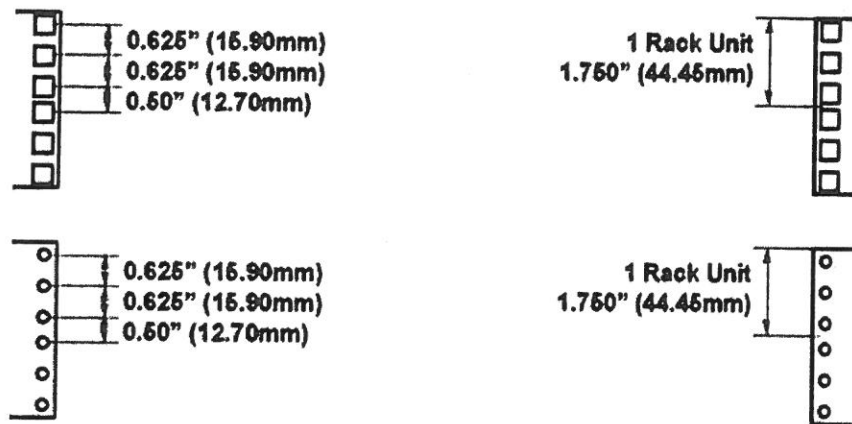
REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

Attachment B: RMU 19 inch EIA-310 specification

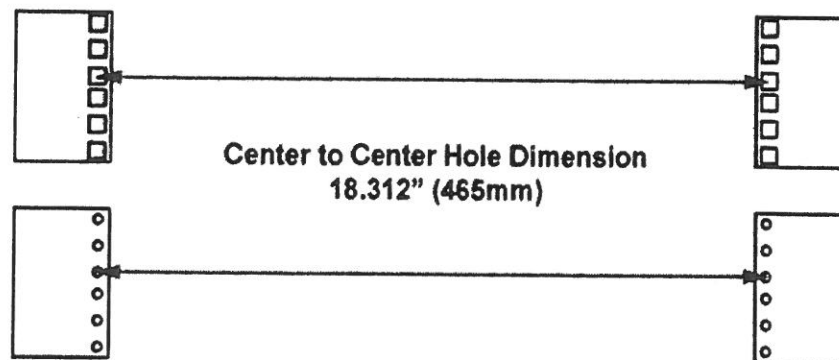
EIA: EIA stands for the Electronic Industries Association.

Overview: EIA-310 is a specification called the standard rack.. This specification standardizes several important features of 19" racks, such as the rack unit, vertical hole spacing, horizontal hole spacing, rack opening and front panel width. The specification also sets tolerances on each of these dimensions.

Vertical Hole Spacing: Vertical hole spacing is defined as a repeating pattern of holes within one Rack Unit of 1.75". The hole spacing alternated at: 1/2" – 5/8" – 5/8" and repeats. The start and stop of the "U" space is in the middle of the 1/2" spaced holes. See the diagram below:



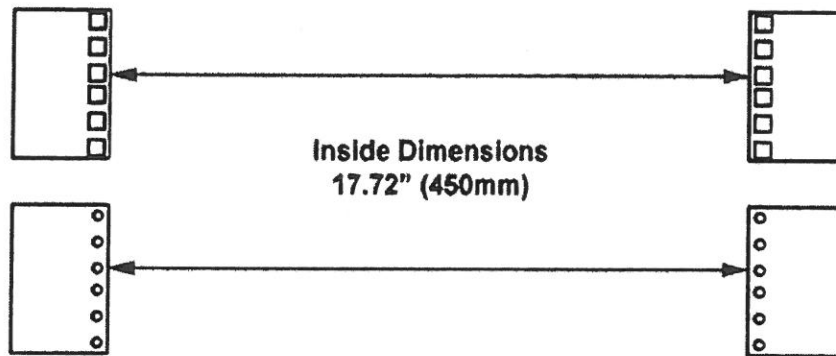
Horizontal Spacing: The horizontal spacing of the vertical rows of holes is specified by EIA-310 at 18 5/16" (18.312)(465.1 mm)



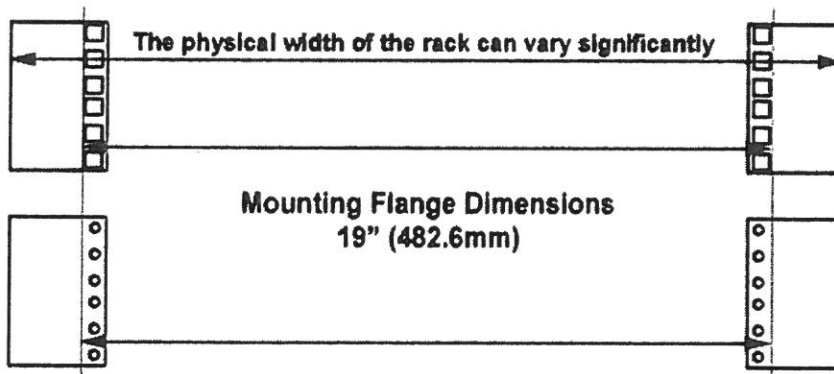
REQUEST FOR QUOTATION
AGO-4814 Servers and Fibre Channel Switches

Attachment B: RMU 19 inch EIA-310 specification

Rack Opening: The opening in the rack is specified as a minimum of 17.72" (450mm).



Front Panel Width: The only dimension on a 19" rack that actually measures 19" is the width of the front panel of equipment.





6480 Rockside Woods Blvd. S.
Suite 190
Independence, OH 44131
p. 216.901.1818
f. 216.901.1447
www.advizex.com

Quotation

Quote #	1648
Terms	NET 30
Contact	Guy Nisbet GUY.L.NISBET@WV.GOV (304) 558-8802
Quote Date	10/15/2013

Sales Rep: Todd May
tmay@advizex.com
p. 216-901-1818

Customer
West Virginia Office of Attorney
General
West Virginia State Capitol Building
1
Room 26-E
Charleston, WV 25305

Bill To
West Virginia Office of Attorney
General
Accounts Payable
West Virginia State Capitol Building
1
Room 26-E
Charleston, WV 25305

Ship To
West Virginia Office of Attorney
General
West Virginia State Capitol Building
1
Room 26-E
Charleston, WV 25305

Description	Customer PO	Contract	Ship Via
RFQ WVAGO-4814			

Item	Mfg	Part #	Description	Qty	Price	Extended Price
1	Hewlett-Packard	654081-B21	HEWLETT PACKARD : HP DL360p Gen8 8-SFF CTO Chassis	8	\$1,243.48	\$9,947.84
2	Hewlett-Packard	654081-B21#ABA	HEWLETT PACKARD : U.S. - English localization	8	\$0.00	\$0.00
3	Hewlett-Packard	666029-L21	HEWLETT PACKARD : HP DL360p Gen8 E5-2665 FIO Kit	8	\$1,520.98	\$12,167.84
4	Hewlett-Packard	666029-B21	HEWLETT PACKARD : HP DL360p Gen8 E5-2665 Kit	8	\$1,520.98	\$12,167.84
5	Hewlett-Packard	666029-B21#0D1	HEWLETT PACKARD : Factory Integrated	8	\$0.00	\$0.00
6	Hewlett-Packard	672631-B21	HEWLETT PACKARD : HP 16GB 2Rx4 PC3-12800R-11 Kit	64	\$218.32	\$13,972.48
7	Hewlett-Packard	672631-B21#0D1	HEWLETT PACKARD : Factory Integrated	64	\$0.00	\$0.00
8	Hewlett-Packard	655708-B21	HEWLETT PACKARD : HP 500GB 6G SATA 7.2k 2.5in SC MDL HDD	16	\$227.50	\$3,640.00
9	Hewlett-Packard	655708-B21#0D1	HEWLETT PACKARD : Factory Integrated	16	\$0.00	\$0.00
10	Hewlett-Packard	684208-B21	HEWLETT PACKARD : HP 1GbE 4-port 331FLR Adapter FIO Kit	8	\$8.26	\$66.08
11	Hewlett-Packard	663201-B21	HEWLETT PACKARD : HP 1U SFF BB Gen8 Rail Kit	8	\$70.65	\$565.20
12	Hewlett-Packard	663201-B21#0D1	HEWLETT PACKARD : Factory Integrated	8	\$0.00	\$0.00
13	Hewlett-Packard	AJ762B	HEWLETT PACKARD : HP 81E 8Gb SP PCI-e FC HBA	8	\$890.22	\$7,121.76
14	Hewlett-Packard	AJ762B#0D1	HEWLETT PACKARD : Factory integrated	8	\$0.00	\$0.00
15	Hewlett-Packard	503296-B21	HEWLETT PACKARD : HP 460W CS Gold Ht Plg Pwr Supply Kit	16	\$160.87	\$2,573.92
16	Hewlett-Packard	503296-B21#0D1	HEWLETT PACKARD : Factory integrated	16	\$0.00	\$0.00
17	Hewlett-Packard	U2Z86E	HEWLETT PACKARD : HP 3y 4h 24x7 DL36x ProCare Service,ProLiant DL36x,3y Proactive Care Svc. 4hr HW Supp w/24x7 coverage. SW supp 24x7,Std 2hr remote Resp. Incl Proactive/Reactive Svc	8	\$1,406.00	\$11,248.00
18	Hewlett-Packard	AF556A	HEWLETT PACKARD : HP 1.83m 10A C13-UL US Pwr Cord	16	\$7.07	\$113.12
19	Hewlett-Packard	TC400AAE	HEWLETT PACKARD : HP Intelligent Inft Analyzer SW E-LTU	2	\$176.63	\$353.26

Item	Mfg	Part #	Description	Qty	Price	Extended Price
20	Hewlett-Packard	AQ233B	HEWLETT PACKARD : HP 8/20q FC 8-ports Active Switch	2	\$2,755.43	\$5,510.86
21	Hewlett-Packard	AQ233B#ABA	HEWLETT PACKARD : U.S. - English localization	2	\$0.00	\$0.00
22	Hewlett-Packard	U5988E	HEWLETT PACKARD : HP e-Care Pack Installation Service Installation - 1 incident	2	\$428.11	\$856.22
23	Hewlett-Packard	U4C11E	HEWLETT PACKARD : HP 3y 4h 24x7 QS 20-p ProAcCrSvc, Simple SAN Connection, 3y Proactive Care Svc. 4hr HW Supp w/24x7 coverage. SW supp 24x7, Std 2hr remote Resp. Incl Proactive/Reactive Svc	2	\$1,553.17	\$3,106.34
24	Hewlett-Packard	AJ834A	HEWLETT PACKARD : HP 1m Multi-mode OM3 LC/LC FC Cable	16	\$49.46	\$791.36
25	Hewlett-Packard	AJ718A	HEWLETT PACKARD : HP 8Gb Short Wave FC SFP+ 1 Pack	12	\$135.00	\$1,620.00

Sub Total: \$85,822.12
Total \$85,822.12

Quote
By:

George Lukas

Date:

10/15/2013

Unless reflected above the quotation total does not include applicable sales tax and shipping charges. Payment terms are Net 30 unless otherwise agreed to in writing. We do not accept credit cards. Advizex Technologies is an equal opportunity employer dedicated to affirmative action and workforce diversity. Please read this Quotation carefully. The terms and conditions set forth on this form constitute the entire agreement between seller and buyer. Seller will not be bound by any terms of buyer's order that are inconsistent with the terms herein. Acceptance of these terms may be made either (1) by written acceptance or (2) by accepting delivery of any good described on this form. This Quotation shall remain firm for 30 days from the date above unless modified in writing by Advizex Technologies, LLC prior to our acceptance of your order. This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, Advizex Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer agrees to execute any documents which may be necessary or appropriate to protect Advizex Technologies, LLC security interest in the system at Advizex Technologies, LLC request. Any contract resulting from this Quotation must be signed by a duly authorized representative of Advizex Technologies, LLC. Any additions, modifications or waivers of any of the Terms and Conditions contained herein or on the attached Agreements shall only be effective if in writing and agreed to by an authorized representative of Advizex Technologies, LLC. Advizex Technologies, LLC disclaims all implied warranties, including all warranties of merchant ability and all warranties of fitness for a particular purpose. Advizex Technologies, LLC shall not be liable for incidental, special or consequential damages arising from any cause.

RFQ WVAGO-4814
Exhibit A Pricing Page

Product Number	Description	Alternate Part # and Description of or equal Products	Unit of Measure	QTY	Unit Price	Extended Price
654081-B21 or equal	HP ProLiant DL360p Gen8 Small Form Factor Server or equal		each	8	1,243.48	9,947.84 \$0.00
666029-L21or equal	HP DL360p Gen8 Intel Xeon E5-2665 1st Processor Kit or equal		each	8	1,520.98	12,167.84 \$0.00
666029-B21or equal	HP DL360p Gen8 Intel Xeon E5-2665 2nd Processor Kit or equal		each	8	1,520.98	12,167.84 \$0.00
672631-B21 647901-B21 or equal	HP 16GB Dual Rank (DDR3-1333) Registered Memory Kit First Processor or equal	672631-B21; 16GB 2Rx4 PC3-12800R-11	each	32	218.32	6,986.24 \$0.00
672631-B21 647901-B21 or equal	HP 16GB Dual Rank (DDR3-1333) Registered Memory Kit Second Processor or equal	672631-B21; 16GB 2Rx4 PC3-12800R-11	each	32	218.32	6,986.24 \$0.00
655708-B21or equal	HP 500GB 6G SATA 7.2K 2.5in Small Form Factor Hard Drive or equal		each	16	227.50	3,640.00 \$0.00
AJ762B or equal	HP 81E 8Gb 1 Port PCIe Fibre Channel Host Bus Adapter or equal		each	8	890.22	7,121.76 \$0.00
684208-B21 or equal	HP Ethernet 1GbE 4 Port Adapter or equal		each	8	8.26	66.08 \$0.00
503296-B21 or equal	HP 460W Common Slot Gold Hot Plug Power Supply Kits or equal		each	16	160.87	2,573.92 \$0.00
663201-B21 or equal	HP 1U Small Form Factor Gen8 Rail Kit or equal		each	8	70.65	565.20 \$0.00
U2Z86E or equal	HP 3 year 4 hour 24x7 ProCare Service or equal		each	8	1,406.00	11,248.00 \$0.00
Included - (654081)	HP Integrated Lights Out 4 (iLO 4) Management Engine or equal	Included in (654081)	each	8	0.00	\$0.00
- Included (654081)	HP 8-Bay Small Form Factor Drive Cage or equal	Included in (654081)	each	8	0.00	\$0.00
- Included (654081)	HP Embedded P420i Smart Array Controller or equal	Included in (654081)	each	8	0.00	\$0.00
AF556A or equal	HP NEMA 5-15P 10 Amp 110V 1.83m Power Cord or equal		each	16	7.07	113.12 \$0.00
AQ233B or equal	HP 8/20q Fibre Channel Switch with 8 active ports or equal		each	2	2,755.43	5,510.86 \$0.00
TC400AAE or equal	HP Intelligent Infrastructure Analyzer or equal		each	2	176.63	353.26 \$0.00
AJ834A or equal	HP 1 meter Multi-mode OM3 LC/LC Fibre Channel cable or equal		each	16	49.46	791.36 \$0.00
AJ718A or equal	HP 8Gb Short Wave Fibre Channel SFP+T Pluggable Transceiver or equal		each	12	135.00	1,620.00 \$0.00
H1K92A3 or equal	HP 3 year 4 hour 24x7 ProCare Service or equal	U4C11E	each	2	1,553.17	3,106.34 \$0.00
HA1H3AT-SFE or equal	HP Fibre Channel Switch Installation or equal	U5988E	each	2	428.11	856.22 \$0.00
H1K92A3-6Z6 or equal	HP 8/20 Q SAN Switch Support or equal		each	2	0	0 \$0.00
				TOTAL:		85,822.12 \$0.00

RFQ No. AGO4814STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Advizex TechnologiesAuthorized Signature: George S. HaskesDate: 10/15/2013State of OHIOCounty of Cuyahoga to-wit:Taken, subscribed, and sworn to before me this 2nd day of Oct, 2013

My Commission expires _____, 20____.

NOTARY PUBLIC

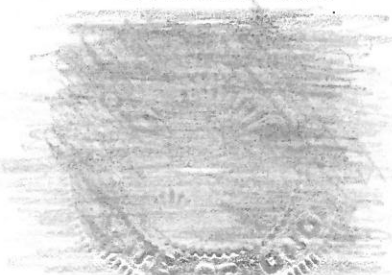
PATRICIA A. TOMMER

Notary Public

State of Ohio

My Commission Expires February 06, 2017

AFFIX SEAL HERE



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Advizex Technologies
(Company)

George S. Laskos
(Authorized Signature)

George Laskos ISR
(Representative Name, Title)

214-901-1818 x4133 / 214-901-1447
(Phone Number) (Fax Number)

10/15/13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGO4814

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Advizex Technologies
Company

George S. Huskos
Authorized Signature

10/15/2013
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012