



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

[List View](#)**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)**Procurement Folder:** 16418**SO Doc Code:** CRFQ**Procurement Type:** Central Purchase Order**SO Dept:** 0702**Vendor ID:** **SO Doc ID:** TAX1500000001**Legal Name:** POMEROY IT SOLUTIONS SALES CO**Published Date:** 8/5/14**Alias/DBA:****Close Date:** 9/9/14**Total Bid:** \$53,616.20**Close Time:** 13:30**Response Date:** **Status:** Closed**Response Time:** **Solicitation Description:**  **Total of Header Attachments:** 0**Total of All Attachments:** 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 16418

Solicitation Description : Request for Quotation for 5 Servers

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2014-09-09 13:30:00	SR 0702 ESR09091400000000199	1

VENDOR

000000219123
 POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton
 3045587023
 evelyn.p.melton@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Database Server	3.00000	EA	\$11,114.92	

Comm Code	Manufacturer	Specification	Model #
43211501	HEWLETT PACKARD OR EQUAL		DL380P GEN8 8LFF CTO SERV

Extended Description : DATABASE SERVERS - HP DL380p Gen8 8LFF CTO Server or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	File Server	2.00000	EA	\$10,135.72	

Comm Code	Manufacturer	Specification	Model #
43211501	HEWLETT PACKARD OR EQUAL		DL380P GEN8 8LFF CTO SERV

Extended Description : FILE SERVERS - HP DL380p Gen8 8LFF CTO Server or Equal



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

Proc Folder: 16418

Doc Description: Request for Quotation for 5 Servers

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Date Issued	Solicitation Closes	Solicitation No	Version
2014-08-05	2014-09-09 13:30:00	CRFQ 0702 TAX1500000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Michelle Clark
 linda.clark@pomeroy.com

Pomeroy
 500 Westmoreland Office Park
 Dunbar, WV 25064
 Phone: 304.746.4434
 Fax: 866.307.5674

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton
 3045587023
 evelyn.p.melton@wv.gov

Signature X

FEIN # 61-1352158

DATE 09/09/2014

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

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		EXECUTIVE DIVISION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301-1725
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Database Server	3.00000	EA	\$11,114.92	\$33,344.76

Comm Code	Manufacturer	Specification	Model # Dell R720
43211501	HEWLETT PACKARD OR EQUAL * Dell *		DL380P GEN8 8LFF CTO SERV Dell R720 PowerEdge Server *

Extended Description : DATABASE SERVERS - HP DL380p Gen8 8LFF CTO Server or Equal

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		EXECUTIVE DIVISION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301-1725
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	File Server	2.00000	EA	\$ 10,135.72	\$ 20,271.44

Comm Code	Manufacturer	Specification	Model # Dell R720
43211501	HEWLETT PACKARD OR EQUAL * Dell *		DL380P GEN8 8LFF CTO SERV Dell PowerEdge R720 Server *

Extended Description : FILE SERVERS - HP DL380p Gen8 8LFF CTO Server or Equal

TAX1500000001	Document Phase Final	Document Description Request for Quotation for 5 Servers	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
TAX1500000001 Servers

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the one time purchase of 5 servers. These five servers will be used as 3 database servers and 2 file servers. The database and file servers will have different specifications.

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. **“2U”** stands for two rack mount units

 - 2.2. **“Contract Item”** means enterprise class servers

 - 2.3. **“GB”** stands for gigabyte

 - 2.4. **“GHZ”** stands for gigahertz

 - 2.5. **“Pricing Section”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. Pricing Section

 - 2.6. **“RAID”** stands for redundant array of independent disks

 - 2.7. **“CRFQ”** means the official request for quotation published by the Purchasing Division and identified as TAX1500000001.

 - 2.8. **“TB”** stands for terabyte

3. **GENERAL REQUIREMENTS:**
 - 3.1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below. Please note that the Pricing Section reflects the components we understand are required to implement the required solution on an HP platform. Vendors are encouraged to bid any manufacturers server solution that meets the minimum specs listed in section 3.1.1.
 - 3.1.1. **Database Servers – HP DL380p Gen8 8LFF CTO Server or Equal**

Each Server must have a minimum

 - HP DL380p Gen8 Intel Xeon E5-2643 FIO or Equal
 - 2 HP 16GB 2RX4 PC3-12800R11-11 Kit or Equal
 - 4 HP 450GB 6G SAS 15K 3.5IN SC ENT HDD or Equal
 - 1 HP 12.7MM SATA DVD RW JB Kit or Equal

**REQUEST FOR QUOTATION
TAX1500000001 Servers**

- 2 HP 1.83 10A C13UL US Power Cord or Equal
- 1 HP 2 GB FBWC for P-Series Smart Array or Equal
- 1 HP Ethernet 1GBE 4P 331FLR FIO Adapter or Equal
- 2 HP 460W CS Plat PL Ht Pig Power Supply Kit or Equal
- 1 HP 2U LFF BB Gen* Rail Kit with CMA or Equal
- 1 HP 5Y 6H CTR Hardware Support or Equal
- 1 HP Proliant DL38X(P) HW Support or Equal
- 1 HP Installation Service or Equal
- 1 300 SERIES Hardware Installation Service or Equal
- 1 HP Insight Control ML/DL/BL Bundle ELTU or Equal

3.1.1.1. Database servers must be compatible with Microsoft Server 2012 and Microsoft SQL Server Standard 2012.

3.1.1.2. Each database server must have a processor/processors with a minimum 3.0 Ghz speed or greater and must have four (4) physical cores total.

3.1.1.3. Each server must be no larger than 2U.

3.1.1.4. Each server must have the capacity to hold a minimum of eight (8) hard drives.

3.1.1.5. Servers must come equipped with the number of hard drives required to reach a minimum of 1.8TB total storage per server. Drive speeds must be a minimum of 15k.

3.1.1.6. Each server must have a minimum of 32GB of memory installed.

3.1.1.7. Each server should have a remote management feature.

3.1.1.8. Each server must have an embedded array controller with RAID support, each server must be capable of having multiple RAID settings on a single server such as two hard drives configured RAID 1 and the remaining be RAID 5.

3.1.1.9. Each server must have the ability to use multiple RAID settings such as configuring two hard drives at RAID 1 and the remaining at RAID 5.

3.1.1.10. Each server must be assembled by the manufacturer prior to shipping.

REQUEST FOR QUOTATION
TAX150000001 Servers

3.1.1.11. Each server must have a five (5) year warranty including onsite hardware support, six (6) hour call to repair, 24/7 coverage

3.1.2. File Servers – HP DL380p Gen8 8LFF CTO Server or equal

Each Server must have a minimum

- 1 HP DL380P GEN8 E5-2643FIO Kit or Equal
- 1 HP 8GB 2RX4 PC3-12800R11 Kit or Equal
- 5 HP 1TB 6G SAS 7.2K 3.5IN SC MDL HDD or Equal
- 1 HP 12.7MM SATA DVD RW JB Kit or Equal
- 2 HP 1.83m 10A C13-UL US Power Cord or Equal
- 1 HP Ethernet 1 GBE 4P 331FLR FIO Adapter or Equal
- 1 HP 2GB FBWC FOR P-Series Smart Array or Equal
- 1 HP 2U LFF BB GEN8 Rail Kit with CMA or Equal
- 2 HP 460W CS PLAT PL HT PLG Power Supply Kit or Equal
- 1 HP 5Y 6H CTR Hardware Support or Equal
- 1 HP Proiant DL38X(P) HW Support or Equal
- 1 HP Installation Service or Equal
- 1 300 Series Hardware Installation Service or Equal
- 1 HP Insight Control ML/DL/BL Bundle ELTU or Equal

3.1.2.1. File Servers must be compatible with Microsoft Server 2012.

3.1.2.2. Servers must come equipped with the number of hard drives required to reach a minimum of 4.8TB total storage per server.

3.1.2.3. Each server must have a minimum of four (4) cores, with 3.0Ghz processor speed or more.

3.1.2.4. Each server must have the capacity to hold a minimum of eight (8) hard drives.

3.1.2.5. Each server must have a minimum of 16GB of memory installed.

3.1.2.6. Each server should have a remote management feature.

3.1.2.7. Each server must have an embedded array controller with RAID support, each server.

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3.1.2.8. Each server must have the ability to use multiple RAID settings, such as two hard drives being configured as RAID 1 and the remaining hard drives be configured at RAID 5.

3.1.2.9. Each server must have a five (5) year warranty including onsite hardware support, six (6) hour call to repair, 24/7 coverage

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 Section.

4.2. Pricing Section: Vendor should complete the Pricing Section by providing a total cost for the database and file servers. Vendor should complete the Pricing Section in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Section 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 and deliver the Contract Items 20 days after being awarded this Contract and receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1206 Quarrier Street, Suite 200, Charleston, WV 25301.

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.

REQUEST FOR QUOTATION
TAX150000001 Servers

- 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 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.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required 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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 19, 2014 - end of business

Submit Questions to: Evelyn P. Melton
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: evelyn.p.melton@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 9, 2014 - Tuesday @ 1:30 P.M.
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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

- 17. 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.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"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. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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 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 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.
- 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:** In the amount of _____ or more.

- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

-
-
-
-
-

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.

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

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

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.

12. 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 Award Document, upon receipt.

13. **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.
14. **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.
15. **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.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **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.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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>.

- 30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

- 31. 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.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. 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.

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

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pomeroy
(Company)

Michelle [Signature]
(Authorized Signature) (Representative Name, Title)

P: 304.746.4434 - F: 866.307.5674 9/9/14
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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.

Pomeroy
Company

Michelle Hill
Authorized Signature

9/9/14
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE 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 exceed 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: Pomeroy

Authorized Signature: Michelle [Signature] Date: 9/9/2014

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 9 day of September, 2014.

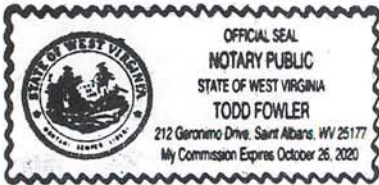
My Commission expires 10-26, 2020

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. **Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Pomeroy

Signed: Michelle [Signature]

Date: 9/9/14

Title: Inside Sales

Bill To:
 Evelyn Melton
 WV DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION,
 2019 WASHINGTON ST E
 CHARLESTON, WV 25305

Phone: (304)558-7023
 Email: evelyn.p.melton@wv.gov

Ship To:
 WV Division of Tax Revenue Center
 Executive Division,
 1001 Lee Steet, East,
 STE 1
 CHARLESTON, WV 25301

Phone: (304)558-7023

Srl	Mfr. Part	Description	Price	Qty.	Extended
1	690570792	Dell PowerEdge R720 Database Server with Pomeroy provided installation (See attached for detailed specifications) Mfr: DELL, INC	\$ 11,114.92	3	\$ 33,344.76
2	690570836	Dell PowerEdge R720 File Server with Pomeroy provided installation (See attached for detailed specifications) Mfr: DELL, INC	\$ 10,135.72	2	\$ 20,271.44
2 item(s)				Sub-Total	\$ 53,616.20
				Freight:	\$ 0.00
				Tax @ 0%	\$ 0.00
				Total	\$ 53,616.20


(*) Tax exempted Part(s)

Terms and Conditions

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation. The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

Shipping Details and Delivery

Shipping Via Delivery


 Vendor Signature
 FEIN# 61-1352158

For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written policy. <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?Pagelid=3186>

Purchase Orders can be faxed to:
 Michelle Clark 1.866.307.5674

Quote valid until: 10/09/2014

Payment Details

Company PO []
 Payment Term 30 days

Additional References

Customer Name
 Sales Consultant

TAX150000001

Dell PowerEdge R720

690570836 – File Server Specifications:

Description	Quantity
PowerEdge R720, Intel Xeon E-26XX Processors (210-ABVP)	1
PowerEdge R720 Motherboard, TPM (591-BBBP)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (934-3724)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (934-3764)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (988-9221)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (996-8009)	1
On-Site Installation Declined (900-9997)	1
Proactive Maintenance Service Declined (926-2979)	1
PowerEdge R720 Shipping (331-4437)	1
Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)	1
iDRAC7 Enterprise (421-5339)	1
Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)	1
2.5" Chassis with up to 16 Hard Drives (317-8474)	1
Bezel (318-1375)	1
Performance BIOS Setting (330-3492)	1
RAID 5 for H710P/H710/H310 (3-16 HDDs) (331-4382)	1
PERC H710P Integrated RAID Controller, 1GB NV Cache (342-3531)	1
Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
Intel Xeon E5-2643v2 3.5GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 6C, 130W, Max Mem 1866MHz (338-BDBB)	1
DIMM Blanks for Systems with 1 Processor (317-8687)	1
PCIe Slot Filler, PowerEdge R720/R720x (331-4509)	1
No Additional Processor (331-4611)	1
8GB RDIMM, 1866MT/s, Standard Volt, Dual Rank, x8 Data Width (370-ABQZ)	1
1866MT/s RDIMMs (370-AAWM)	1
Performance Optimized (331-4428)	1
1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hot-plug Hard Drive (342-2001)	5
Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914)	1
DVD+/-RW, SATA, INTERNAL (313-9090)	1
ReadyRails Sliding Rails With Cable Management Arm (331-4433)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	1
Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	2
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
No Operating System (420-6320)	1
No Media Required (421-5736)	1
Hardware & Open Manage Power Center Installation provided by Pomeroy to include a Server Overview with time for Questions & Answers (Overview/Q&A session not to exceed one hour)	1

Vendor Signature: _____

Michelle Cui 9/9/14

FEIN: 61-1352158

TAX150000001

Dell PowerEdge R720

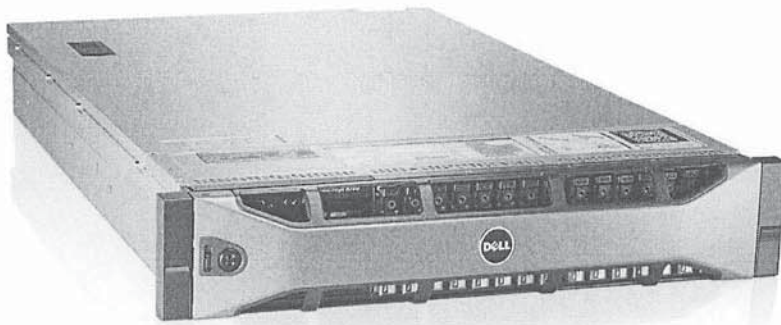
690570792 – Database Server Specifications:

Description	Quantity
PowerEdge R720, Intel Xeon E-26XX Processors (210-ABVP)	1
PowerEdge R720 Motherboard, TPM (591-BBBP)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (934-3724)	1
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (934-3764)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)	1
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (988-9221)	1
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	1
MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (996-8009)	1
On-Site Installation Declined (900-9997)	1
Proactive Maintenance Service Declined (926-2979)	1
PowerEdge R720 Shipping (331-4437)	1
Risers with up to 6, x8 PCIe Slots + 1, x16 PCIe Slot (331-4440)	1
iDRAC7 Enterprise (421-5339)	1
Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)	1
2.5" Chassis with up to 16 Hard Drives (317-8474)	1
Bezel (318-1375)	1
Performance BIOS Setting (330-3492)	1
RAID 5 for H710P/H710/H310 (3-16 HDDs) (331-4382)	1
PERC H710P Integrated RAID Controller, 1GB NV Cache (342-3531)	1
Heat Sink for PowerEdge R720 and R720xd (331-4508)	1
Intel Xeon E5-2643v2 3.5GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 6C, 130W, Max Mem 1866MHz (338-BDBB)	1
DIMM Blanks for Systems with 1 Processor (317-8687)	1
PCIe Slot Filler, PowerEdge R720/R720x (331-4509)	1
No Additional Processor (331-4611)	1
16GB RDIMM, 1866MT/s, Standard Volt, Dual Rank, x4 Data Width (370-AAWL)	2
1866MT/s RDIMMs (370-AAWM)	1
Performance Optimized (331-4428)	1
600GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (400-ADPF)	4
Electronic System Documentation and OpenManage DVD Kit for R720 and R720xd (331-5914)	1
DVD+/-RW, SATA, INTERNAL (313-9090)	1
ReadyRails Sliding Rails With Cable Management Arm (331-4433)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)	1
Power Cord, C13 to C14, PDU Style, 12 Amps, 2 meter, Qty 1 (330-3151)	2
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	2
No Operating System (420-6320)	1
No Media Required (421-5736)	1
Hardware & Open Manage Power Center Installation provided by Pomeroy to include a Server Overview with time for Questions & Answers (Overview/Q&A session not to exceed one hour)	1

Vendor Signature: _____

Michelle C. [Signature] 9/9/14

FEIN: 61-1352158



Dell PowerEdge R720

Setting the standard for feature flexibility in a 2-socket, 2U rack server, the Dell™ PowerEdge™ R720 is built to run complex workloads using its highly scalable memory, I/O capacity and flexible network options.

Designed to excel at running a wide range of applications and virtualization environments for both mid-size and large enterprises, the Dell PowerEdge R720 rack server is a general purpose platform with highly expandable memory (up to 768GB) and impressive I/O capabilities to match. With Intel® Xeon® E5-2600 processors, and the ability to support dual RAID controllers, the R720 can readily handle very demanding workloads, such as data warehouses, e-commerce, virtual desktop infrastructure (VDI), databases and high performance computing (HPC) as a data node.

Manage data overload

Keep pace with the explosion of data in the virtual age with the flexible, powerful I/O and storage capabilities of the R720. Up to 16 internal hard drives and integrated PCI Express® 3.0-capable expansion slots greatly increase your capacity, while optional hot-plug, front-access PCIe SSDs (up to 4) enable performance-enhancing, in-box storage tiering. Moreover, Dell Select Network Adapters, our flexible NIC technology, let you choose the right network fabric to match your needs without using up a valuable PCIe slot.

Accelerate the solution

Boost the performance of your HPC or VDI environment by combining the PowerEdge R720's memory density with an optional GPU accelerator (some with over 500 cores). Choose from a range of GPU options for greater assisted performance.

Virtualize more with the R720

Maximize your data center's application capacity by expanding your virtual environment using the PowerEdge R720's large memory footprint. Choose an industry-leading hypervisor and take advantage of our system management capability to manage both physical and virtual assets. The R720 can help maximize your virtual machines' uptime with redundant failsafe hypervisors. Finally, Dell's Virtual

Integrated System™ (VIS) solution lets you enable complex virtualization environments in just a few mouse clicks.

The PowerEdge server line

The PowerEdge family is engineered with the right combination of features and performance scalability to handle tough workloads for both large and small data center environments.

The Dell OpenManage™ systems management portfolio includes the Integrated Dell Remote Access Controller (iDRAC) with Lifecycle Controller. This embedded feature helps IT Administrators manage Dell servers in physical, virtual, local and remote environments, operating in-band or out-of-band, with or without a systems management software agent. OpenManage integrates and connects to third-party systems management solutions so you can maintain your single point of control and capitalize on your existing investment. OpenManage simplifies the lifecycle of deploying, updating, monitoring and maintaining your Dell PowerEdge servers.

PowerEdge R720

- Up to 24 DIMMs
- PCIe 3.0-enabled expansion slots
- Choice of NIC technologies
- Optional hot-plug, front-access PCIe SSDs
- Optional internal GPU accelerators

Feature	PowerEdge R720 technical specification	
Form factor	2U rack	
Processors	Intel® Xeon® processor E5-2600 product family	
Processor sockets	2	
Internal interconnect	2 x Intel QuickPath Interconnect (QPI) links; 6.4 GT/s; 7.2 GT/s; 8.0 GT/s	
Cache	2.5MB per core; core options: 2, 4, 6, 8	
Chipset	Intel C600	
Memory ¹	Up to 768GB (24 DIMM Slots): 2GB/4GB/8GB/16GB/32GB DDR3 up to 1600MT/s	
I/O slots	7 PCIe slots: <ul style="list-style-type: none"> • One x16 full-length, full-height • Three x8 full-length, full-height • Three x8 half-length, half-height 	
RAID controller	Internal controllers: PERC S110 (SW RAID) PERC H310 PERC H710 PERC H710P	External HBAs (RAID): PERC H810 External HBAs (non-RAID): 6Gbps SAS HBA
Drive bays	Up to eight 3.5" drives or up to sixteen 2.5" drives	
Maximum internal storage ¹	32TB	
Hard drives	Hot-plug hard drive options: 2.5" PCIe SSD, SAS SSD, SATA SSD, SAS (15K, 10K), nearline SAS (7.2K), SATA (7.2K) 3.5" SAS (15K), nearline SAS (7.2K), SATA (7.2K) Self-encrypting drives available	
Embedded NIC	Broadcom® 5720 Quad Port 1GbE BASE-T (no TOE or iSCSI offload) Intel I350 Quad Port 1GbE BASE-T (no TOE or iSCSI offload) Intel X540 Dual Port 10GbE BASE-T with 2 x 1GbE (FCoE capability enabled on the 10GbE ports) Broadcom 57800S Dual Port 10GbE Base-T with 2 x 1GbE (TOE and iSCSI offload available on 10GbE ports) Broadcom 57800S Dual Port 10GbE SFP+ with 2 x 1GbE (TOE and iSCSI offload available on 10GbE ports)	
Power supply	Auto-ranging Titanium efficiency, hot-plug redundant 750W AC power supply; Auto-ranging Platinum efficiency, hot-plug redundant 495W, 750W or 1100W AC power supply; 1100W DC power supply	
Availability	High-efficiency, hot-plug, redundant power supplies, hot-plug drive bays; TPM; dual internal SD support; hot-plug, redundant fan; optional bezel; information tag; ECC memory, interactive LCD screen; extended thermal support; ENERGY STAR® compliant; switch independent partitioning	
Remote management	iDRAC7 with Lifecycle Controller iDRAC7 Express (default), iDRAC7 Enterprise (upgrade option) 8GB vFlash media (upgrade option), 16GB vFlash media (upgrade optional)	
Systems management	IPMI 2.0 compliant Dell OpenManage™ Essentials and Dell Management Console Dell OpenManage Power Center Dell OpenManage Connections: <ul style="list-style-type: none"> • Dell OpenManage Integration Suite for Microsoft® System Center • Dell plug-in for VMware® vCenter™ • HP Operations Manager, IBM Tivoli® Netcool®, and CA Network and Systems Management 	
Rack support	<ul style="list-style-type: none"> • ReadyRails™ II sliding rails for tool-less mounting in 4-post racks with square or unthreaded round holes or tool-less mounting in 4-post threaded hole racks, with support for optional tool-less cable management arm • ReadyRails static rails for tool-less mounting in 4-post racks with square or unthreaded round holes or tool-less mounting in 4-post threaded and 2-post (Telco) racks 	
Operating systems	Microsoft® Windows Server® 2012 Microsoft Windows Server 2008 R2 SP1, x64 (includes Hyper-V® v2) Microsoft Windows® Small Business Server 2011 Novell® SUSE® Linux Enterprise Server Red Hat® Enterprise Linux®	Virtualization options: Citrix® XenServer® VMware vSphere® including ESX™ and ESXi™ Red Hat Enterprise Virtualization® For more information on the specific versions and additions, visit Dell.com/OSsupport .

¹ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

Global services and support

Dell Services can help reduce IT complexity, lower costs, and eliminate inefficiencies by making IT and business solutions work harder for you. The Dell Services team takes a holistic view of your needs and designs solutions for your environment and business objectives while leveraging proven delivery methods, local talent, and in-depth domain knowledge for the lowest total cost of ownership.

OEM-Ready version available

From bezel to BIOS to packaging, your servers can look and feel as if they were designed and built by you. For more information, visit Dell.com/OEM.

Learn more at Dell.com/PowerEdge

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DELL PROSUPPORT MISSION CRITICAL OPTION



Dell's most rapid resolution option minimizes downtime on your business critical systems

TIME IS MONEY

Every minute of unplanned downtime is lost productivity and quite often, lost revenue. Reducing recovery time from days to hours is a must. It's for these scenarios that Dell offers the Mission Critical option with Dell ProSupport for IT or ProSupport for End Users. Mission Critical is Dell's most rapid resolution option. You can choose from 2-, 4- or 8-hour onsite parts and or labor. Rely on Dell's proven and reliable Critical Situation Process to get you back up and running fast.

KEY FEATURES OF DELL PROSUPPORT MISSION CRITICAL OPTION

- Onsite Response - 2-Hour, 4-Hour or 8-Hour onsite service¹ with 6-hour hardware repair available 24x7, including holidays. 2-hour response is not available on desktops; availability may vary by country
- Onsite Response - 2-Hour, 4-Hour or 8-Hour onsite service¹, including holidays. 2-hour response is not available on desktops.
- CritSit Procedures - Severity level 1 issues will be reviewed by Dell and may be nominated for CritSit incident coverage through Dell Global Command Centers.
- Emergency dispatch - Onsite service technician dispatched in parallel with phone-based troubleshooting when you declare a Severity level 1 incident.
- Priority production - In the event of a critical situation caused by natural disaster or other event normally excluded from limited warranty, Dell will expedite production of a new system(s).
- Storage fault monitoring - Alerts from storage fault monitoring helps you maximize uptime by identifying and correcting potential issues before they occur.

NEW REMOTE SUPPORT FEATURES FOR SERVERS WITH PROACTIVE SYSTEMS MANAGEMENT:

Spend less time troubleshooting and permit Dell to monitor and send alert notifications for most Mission Critical servers. Utilize Dell's new Phone Home capability to generate support cases with predetermined failure analysis so you can see eye-to-eye with Dell technical support when a hardware failure occurs.

- Asset Visibility and Reporting - Reduce complexity with a single Web-based portal for managing assets, warranties and hardware fault alerts.
- Warranty Tracking and Expiration Notifications - Avoid surprises and reduce admin costs with customizable notifications before your service contracts expire.
- Hardware Monitoring and Alerting - Increase efficiency and optimize operational expenses with a SaaS monitoring connection which notifies you within 5 minutes of a hardware failure.
- Automated Diagnostics - A connection to Dell will detect and diagnose hardware faults for faster recovery and more accurate remediation.
- Auto-Support Case - Accelerate resolution with proactive communication from Dell allowing you to bypass standard troubleshooting.

Learn about a more efficient and personalized support experience at www.Dell.com/Proactive.

DELL'S AWARD WINNING SUPPORT CAN REDUCE SEVERITY 1 DOWNTIME BY UP TO .22% ON AVERAGE*

SHIFT YOUR IT
RESOURCES
FROM
MAINTENANCE
TO MOMENTUM

SHIFT YOUR IT
RESOURCES
FROM
MAINTENANCE
TO MOMENTUM

DELL CRITSIT PROCESS

During critical situation events, Dell Global Command Centers will activate our CritSit Process to help ensure that our expert resources are mobilized to get you back up and running fast. Dell's CritSit

Process includes:

- Emergency Dispatch, which provides simultaneous phone and onsite troubleshooting for customerdefined
- Severity 1 situations
- Problem replication in Dell's simulation labs (as needed)
- Ongoing, scheduled situation updates to keep you informed every step of the way

PROCESS FOR FAST AND FOCUSED RESOLUTION DURING "CRITICAL SITUATION" EVENTS



ABOUT DELL GLOBAL SERVICES

Dell Global Services simplify the management of your IT environment so you get up and running quickly, with lower deployment costs, fewer hassles, and less time spent on non-strategic tasks. You pay only for the services you need, gain instant access to the latest innovations without additional infrastructure investment, and take your business from maintenance to momentum.

HOW TO GET IT

Dell ProSupport Mission Critical Option is only available for purchase along with a Dell ProSupport service model.

SIMPLIFY YOUR IT MANAGEMENT AT Dell.com/ProSupport

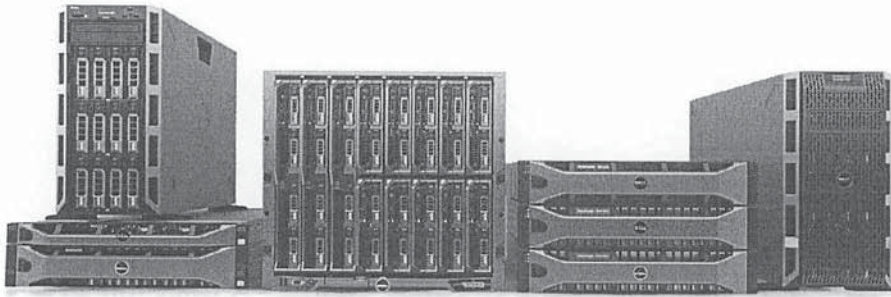
Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

¹ May be provided by third-party. Technician will be dispatched if necessary following phone-based troubleshooting. Availability varies. See dell.com/servicecontracts for details.

² Based on an internal study of Severity 1 resolution time for Dell customers upgrading to Platinum Plus Enterprise Support. Select features of Platinum Plus are now available in the Dell ProSupport Mission Critical Option. These features include critical situation procedures for Severity 1 issues, emergency dispatch, problem replication in simulation labs, and 2-hour or 4-hour onsite response. August 2007.

*Based on an internal study of Sev1 resolution time for Dell customers using Mission Critical support Platinum Plus compared to other service levels. August 2007.





Dell OpenManage Power Center

Dell's power management solution, Dell™ OpenManage™ Power Center, provides increased visibility to power consumption, anomalies, and utilization through fine-grained instrumentation. This enables increased control, improved rack density, faster response times, greater accuracy, and broader decision-making intelligence.

According to a recent study by The Green Grid, data center operators are often unsure of how to assess the full business value of using power management features. This may include overlooked cost savings in capital, operating, and power expenditures. Additionally, the wide variety of servers and applications within a data center can make it difficult to find and implement a unified solution for monitoring and managing power utilization across the entire data center.

Recent events around the world, including electrical brownouts in the US and the earthquake in Japan, combined with the sky-rocketing costs of energy in Europe, have placed the importance of obtaining, analyzing and managing power information at an all-time high.

Dell OpenManage Power Center provides the increased visibility you need to intelligently manage your power consumption, reduce risks in your data center, and apply policies customized to fit your unique business needs.

Delivering key benefits in a simplified form factor

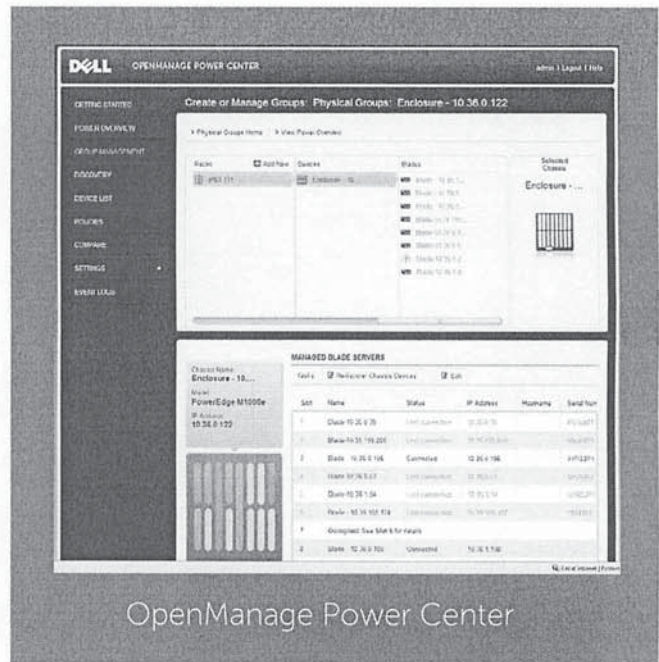
- **Detailed measurement of energy consumed by the IT equipment inside your rack(s):** You can't manage what you can't measure, and Power Center gives you the information you need, both in graphical and report forms, to track improvement and energy savings in the short term and over time.
 - **Mitigate risk by reducing power consumption per your defined policy or policies:** Power Center helps maximize uptime of business-critical applications by reducing non-critical consumption (and performance) first. During a critical event, such as brownout or chiller failure, your pre-defined power capping policies will be applied, ensuring server uptime.
 - **Increased rack density, fully utilized IT equipment and reduced stranded power:** Power Center allows you to implement a rack-level power cap policy. This enables you to safely increase data center density by identifying racks where the IT equipment is not fully utilizing the power capacity available.
- **Increased visibility and management for temperature or power fluctuations:** Using Power Center, you can monitor and track room temperature, reduce consumption on nights and weekends, and reduce consumption to reduce heat in the room or to lengthen the up-time if running on UPS battery.
 - **Increased control and management through grouping and prioritization:** Power Center allows you to implement a Dynamic policy that delivers power to servers—based on priority, while staying within the overall cap. If a rack is reaching the power limit, power will be diverted from low-priority servers to high-priority servers to maintain their service levels.
 - **Increased uptime through real-time consumption reduction:** An emergency power reduction action will lower power consumption at all the servers you select to minimize power usage and reduce heat output during a cooling emergency. This power reduction can be maintained, giving you continued uptime for as long as the cooling emergency lasts. When cooling is restored, it is simple to remove the emergency status and go back to normal operations.

Dell iDRAC7 Enterprise, OpenManage Power Center and Intel® Node Manager work together to resolve the problem of delivering accurate, timely and reliable information on power use, making it easy for IT professionals to identify areas to gain efficiencies and cut wasteful costs.

Power savings with OpenManage Power Center

OpenManage Power Center delivers a new level of detail and available historical information, allowing IT managers to confidently make improvements in power-consumption efficiency while minimizing the risk of impacting service levels.

Dell iDRAC7 Enterprise leverages Intel Node Manager technology for platform-level power reporting and capping of Intel chipsets. Power Center then communicates with iDRAC7 in Dell's latest generation of servers to provide node, rack, row or data-center-level aggregation of power-management data, as well as execution of control policy. iDRAC7 Enterprise, OpenManage Power Center and Intel Node Manager work together to resolve the problem of delivering accurate, timely and reliable information on power-use. They make it easy for IT professionals to identify the areas where they gain efficiencies and cut wasteful costs.



Requirements to host Power Center

Minimum requirements for best performance:

- One dual-core processor, 2.6GHz or higher
- 4GB RAM
- 60GB hard-drive space

Microsoft® Windows Server® 2003, Windows® 2008, Windows 7, and as a guest on VMware® ESX® and Microsoft Hyper-V® 2008

Devices monitored: agent-free, any operating system

The following devices can be discovered on the network using Power Center:

- Dell PowerEdge servers through IPMI servers (both previous and current generation)
- Metered or Managed PDU and UPS through SNMP
- Dell PowerEdge M1000e chassis enclosure through WSMAN

Downloading Power Center

OpenManage Power Center can be downloaded at www.Dell.com/PowerCenter.

The following download requirements apply:

- OpenManage Power Center is a downloadable application that can be hosted anywhere you choose, as long as the location is reliable and has network access to the devices being monitored.
- OpenManage Power Center can be downloaded for a free 60-day trial. After the 60 days, there is no additional charge, but a brief registration process is required to continue to have access to Power Center.

Power Center is best utilized in collaboration with Dell iDRAC7 Enterprise.

Learn more at Dell.com/PowerCenter

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