



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: 000000119903 

SO Doc ID: TAX1500000001

Legal Name: RICOH USA INC

Published Date: 8/5/14

Alias/DBA:

Close Date: 9/9/14

Total Bid: \$80,329.72

Close Time: 13:30

Response Date: 09/09/2014 

Status: Closed

Response Time: 10:22

Solicitation Description: Request for Quotation for 5 Servers

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 ESR09091400000000196	1

VENDOR
000000119903 RICOH USA INC

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	\$16,185.10	

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	\$15,887.21	

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

ThinkServer RD640				
Topseller 70AY0007UX				
Configuration #9320141612458931				
General				
Form Factor:	2U Rack		\$ 3,145.56	\$ 3,145.56
Processor				
Total Sockets:		2		
Included:	1 x Intel® Xeon E5-2650 v2/2.6GHz/8C/20M/8.0GT/Hyper-T/95W/1866			
Memory				
Total Slots:		20		
Slots Used:	1 x 8 GB DDR3L-1600MHz (2Rx8) RDIMM			
RAID				
Controller:	ThinkServer RAID 700 Adapter II			
Raid Levels Supported:	0,1,5,6,10,50,60			
Hard Drives				
Type:	3.5" Hot-Swap SATA/SAS			
Total Bays:		8		
Bays Used:		0		
PCIe Adapters				
Total Slots:	1CPU: 4 / 2CPU: 6			
Available Slots:	1CPU: 3 / 2CPU: 5			
Other				
Management:	ThinkServer Management Module			
Power Supply:	1 x 800W Redundant Capable			
Networking:	Gigabit Ethernet (Integrated)			

	Diagnostics:	Intelligent Diagnostics Premium		
	Rail Kits:	ThinkServer Tool-less Rail Kit included		
	Optical Drives:	Slim DVD-RW		
	Warranty:	Limited Next Business Day On-site Warranty, 3 Years Parts and Labor		
ThinkServer 70AY0007UX				
NOTE: Please review your configuration to assure you have not exceeded the available PCI/PCIe slots.				
Additional Selected Options:				
Description	Part Number	Qty		
<i>Memory:</i>				
8 GB DDR3L-1600MHz (2Rx8) RDIMM	0C19534	3	\$ 112.89	\$ 338.67
<i>Hard Drives:</i>				
600 GB 15000 RPM 3.5 HS SAS	4XB0F28644	3	\$ 414.42	\$ 1,243.26
<i>Additional Options:</i>				
ThinkServer 1Gbps Ethernet I350-T4 Server Adapter by Intel	0C19507	1	\$ 360.91	\$ 360.91
ThinkServer 800W Gold Hot Swap Redundant Power Supply for Rack	4X20E54690	1	\$ 324.33	\$ 324.33
ThinkServer Management Module Premium	67Y2624	1	\$ 75.14	\$ 75.14
ThinkServer 1.6 TB ioScale2 PCIe 2.0 Workload Accelerator by Fusion IO	4XB0F28657	1	\$ 9,040.09	\$ 9,040.09
<i>Microsoft Windows Server Operating System:</i>				

Windows Server 2012 R2 Standard ROK 2 CPU 2VM Multi-Language	4XI0E51561	1	\$ 674.65	\$ 674.65
<i>ThinkServer Warranty, Support & Protection Services:</i>				
TSS 5YR OS 24x7x4 (RD)	5WS0G38571	1	\$ 982.49	\$ 982.49
				\$ 16,185.10

ThinkServer RD640				
Topseller 70AY0007UX				
Configuration #9320141617166924				
General				
Form Factor:	2U Rack		\$ 3,145.56	\$ 3,145.56
Processor				
Total Sockets:		2		
Included:	1 x Intel® Xeon E5-2650 v2/2.6GHz/8C/20M/8.0GT/Hyper-T/95W/1866			
Memory				
Total Slots:		20		
Slots Used:	1 x 8 GB DDR3L-1600MHz (2Rx8) RDIMM			
RAID				
Controller:	ThinkServer RAID 700 Adapter II			
Raid Levels Supported:	0,1,5,6,10,50,60			
Hard Drives				
Type:	3.5" Hot-Swap SATA/SAS			
Total Bays:		8		
Bays Used:		0		
PCIe Adapters				
Total Slots:	1CPU: 4 / 2CPU: 6			
Available Slots:	1CPU: 3 / 2CPU: 5			
Other				
Management:	ThinkServer Management Module			
Power Supply:	1 x 800W Redundant Capable			
Networking:	Gigabit Ethernet (Integrated)			

	Diagnostics:	Intelligent Diagnostics Premium		
	Rail Kits:	ThinkServer Tool-less Rail Kit included		
	Optical Drives:	Slim DVD-RW		
	Warranty:	Limited Next Business Day On-site Warranty, 3 Years Parts and Labor		
ThinkServer 70AY0007UX				
NOTE: Please review your configuration to assure you have not exceeded the available PCI/PCIe slots.				
Additional Selected Options:				
Description	Part Number	Qty		
<i>Memory:</i>				
8 GB DDR3L-1600MHz (2Rx8) RDIMM	0C19534	1	\$ 112.89	\$ 112.89
<i>Hard Drives:</i>				
1 TB 7200 RPM 3.5 HS SAS	0C19530	5	\$ 234.23	\$ 1,171.15
<i>Additional Options:</i>				
ThinkServer 1Gbps Ethernet I350-T4 Server Adapter by Intel	0C19507	1	\$ 360.91	\$ 360.91
ThinkServer 800W Gold Hot Swap Redundant Power Supply for Rack	4X20E54690	1	\$ 324.33	\$ 324.33
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				\$ 15,887.21

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 exceeds five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Ricoh Usa, INC.

Authorized Signature: [Signature] Date: Sept 9, 2014

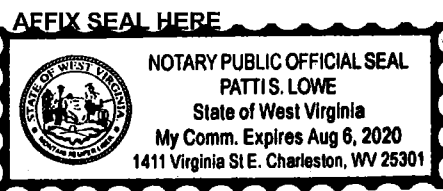
State of WV

County of Kanawha, to-wit:

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

My Commission expires August 6, 2020.

NOTARY PUBLIC [Signature]



AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: RICOH USA INC

Signed: Judson Moss

Title: Major Account Executive

Date: 9/9/14

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: Ricon USA Inc
Date: 9/9/14

Signed: [Signature]
Title: MAJOR Account Executive