



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: 167627

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0210

Vendor ID: 000000117793

SO Doc ID: ISC1600000008

Legal Name: SHI INTERNATIONAL CORP

Published Date: 2/17/16

Alias/DBA:

Close Date: 3/16/16

Total Bid: \$282,400.00

Close Time: 13:30

Response Date: 03/15/2016

Status: Closed

Response Time: 15:35

Solicitation Description: Support Maintenance services for NightWatchman Ent and Nomad

Total of Header Attachments: 0

Total of All Attachments: 0



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

State of West Virginia
Solicitation Response

Proc Folder : 167627

Solicitation Description : Support Maintenance services for NightWatchman Ent and Nomad

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-16 13:30:00	SR 0210 ESR03151600000004240	1

VENDOR

000000117793

SHI INTERNATIONAL CORP

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@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	Support / Maintenance for 1YR for NightWatchman or Equal	20000.00000	EA	\$2.350000	\$47,000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	Contract Item: 3.1.1.1 One (1) year of Support / Maintenance for NightWatchman Enterprise or Equal for 20,000 workstations. Product ID: M121106-000 or Equal
-------------------------------	---

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	RENEWAL OPTION YR 2: Support / Maintenance for 1 YR	20000.00000	EA	\$2.350000	\$47,000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	RENEWAL OPTION YR 2 of Contract Item: 3.1.1.1 One (1) year of Support / Maintenance for NightWatchman Enterprise or Equal for 20,000 workstations. Product ID: M121106-000 or Equal
-------------------------------	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	RENEWAL OPTION YR 3: Support / Maintenance for 1 YR	20000.00000	EA	\$2.350000	\$47,000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	RENEWAL OPTION YR 3 of Contract Item: 3.1.1.1 One (1) year of Support / Maintenance for NightWatchman Enterprise or Equal for 20,000 workstations. Product ID: M121106-000 or Equal
-------------------------------	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	RENEWAL OPTION YR 4: Support / Maintenance for 1 YR	20000.00000	EA	\$2.350000	\$47,000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	RENEWAL OPTION YR 4 of Contract Item: 3.1.1.1 One (1) year of Support / Maintenance for NightWatchman Enterprise or Equal for 20,000 workstations. Product ID: M121106-000 or Equal
-------------------------------	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Support / Maintenance for 1YR for Nomad or Equal	20000.00000	EA	\$1.180000	\$23,600.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : Contract Item: 3.1.1.2 One (1) year of Support / Maintenance for Nomad or Equal for 20,000 workstations.
Product ID: M211106-000 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	RENEWAL OPTION YR 2: Support / Maintenance for 1 YR	20000.00000	EA	\$1.180000	\$23,600.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : RENEWAL OPTION YR 2 of Contract Item: 3.1.1.2 One (1) year of Support / Maintenance for Nomad or Equal for 20,000 workstations.
Product ID: M211106-000 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	RENEWAL OPTION YR 3: Support / Maintenance for 1 YR	20000.00000	EA	\$1.180000	\$23,600.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : RENEWAL OPTION YR 3 of Contract Item: 3.1.1.2 One (1) year of Support / Maintenance for Nomad or Equal for 20,000 workstations.
Product ID: M211106-000 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	RENEWAL OPTION YR 4: Support / Maintenance for 1 YR	20000.00000	EA	\$1.180000	\$23,600.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : RENEWAL OPTION YR 4 of Contract Item: 3.1.1.2 One (1) year of Support / Maintenance for Nomad or Equal for 20,000 workstations.
Product ID: M211106-000 or Equal

SHI Comments To Terms And Conditions for West Virginia

This proposal is based on mutually agreeable terms and conditions. If SHI is a potential candidate for award, we will be pleased to discuss the details of the terms and conditions for the contract. If SHI and You already have a contract in place that covers these offerings, we can use those to avoid conflicting documents and make the contracts turnaround time faster. SHI is a reseller and not OEM. SHI provides services as a reseller. Therefore, the terms and conditions have been modified below to reflect this relationship.

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
General Terms and Conditions; 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.	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 shall forward the warranties to the State which are provided to Vendor from the software publisher ("Publisher") of the goods, and to the extent granted by the Publisher, the State shall be the beneficiary of the Publisher's warranties with respect to the goods. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A PUBLISHER.	SHI is not the OEM of the products, so we can only pass through the OEM's warranty.
General Terms and Conditions; 29. Privacy, Security, and 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 .	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.	If we agree to this, we'll need to add as an attachment and we would have some edits. In the interest of time we'd like to leave out as this is one order being placed for software.
General Terms and Conditions; 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	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	We will indemnify for a subcontractor we may use, but not any third party supplier.

SHI Comments To Terms And Conditions for West Virginia

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
	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.	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.	
Specifications: 6. Delivery and Return; 6.4 Return of Unacceptable Non-conforming 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 expense. 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.	If the Agency deems the Contract Items to be unacceptable non-conforming , the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge according to the Vendor's return policy at www.shi.com/returnpolicy ("Vendor Return Policy") . Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable non-conforming, or permit the Agency to arrange for the return and reimburse Agency for delivery expense. 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 non-conforming 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.	All returns shall be subject to SHI's return policy at www.shi.com/returnpolicy .
Specifications: 6. Delivery and Return; 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.	Items ordered in error by the Agency will <u>may</u> be returned for credit within 30 days of receipt <u>subject to the Vendor's Return Policy</u> , F.O.B. Vendor's location. Vendor shall not charge a restocking fee if Returned products are must be 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.	All returns will be subject to SHI's return policy. We are subject to the OEM's policies regarding restocking fees so we must pass these policies on to you.
ADD		LIMITATION OF LIABILITY: (i) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (ii) TO THE EXTENT PERMITTED BY LAW, EXCEPT IN THE CASE OF BREACH OF EACH VENDOR'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", VENDOR'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE STATE	If awarded, SHI requires a limitation of liability clause.

SHI Comments To Terms And Conditions for West Virginia

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
		TO VENDOR UNDER THE PURCHASE ORDER WHICH GAVE CAUSE FOR SUCH LIABILITY.	
ADD		<p>Force Majeure:</p> <p>Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting the Agency, the Vendor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. The Vendor shall notify the Agency promptly of any such delay and shall specify the effect on the product as soon as practical.</p>	If awarded, SHI requires a limitation of liability clause.



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

State of West Virginia
Request for Quotation

Proc Folder: 167627

Doc Description: Support Maintenance services for NightWatchman Ent and Nomad

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-17	2016-03-16 13:30:00	CRFQ 0210 ISC1600000008	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:

SHI International Corp.

290 Davidson Ave.

Somerset, NJ 08873

888-744-4084

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

FEIN # 22-3009648


DATE 3/15/2016

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

SHI International Corp.
(Company)

 Cassie Skelton, Sr. Contracts Specialist
(Authorized Signature) (Representative Name, Title)

888-744-4084/732-652-0810 3/15/2016
(Phone Number) (Fax Number) (Date)

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: SHI International Corp.Authorized Signature:  Date: 3/15/2016State of NJCounty of Somerset to-wit:Taken, subscribed, and sworn to before me this 15 day of March, 2016.My Commission expires 5-25, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC 

MARC A. POOLE

ID # 2408905

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 5/25/2016

EXHIBIT A – Pricing Page
Support and Maintenance for NightWatchman Enterprise and Nomad

Contract Item	Part Number	Description	Manufacturer and Model if bidding *or equal products	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1.1	M121106-000 or Equal	One (1) Year Support and Maintenance for NightWatchman Enterprise or Equal		Each	20000	\$2.35	0.00 \$47,000.00
3.1.1.1	M121106-000 or Equal	OPTIONAL RENEWAL YR 2: One (1) Year Support and Maintenance for NightWatchman Enterprise or Equal		Each	20000	\$2.35	0.00 \$47,000.00
3.1.1.1	M121106-000 or Equal	OPTIONAL RENEWAL YR 3: One (1) Year Support and Maintenance for NightWatchman Enterprise or Equal		Each	20000	\$2.35	0.00 \$47,000.00
3.1.1.1	M121106-000 or Equal	OPTIONAL RENEWAL YR 4: One (1) Year Support and Maintenance for NightWatchman Enterprise or Equal		Each	20000	\$2.35	0.00 \$47,000.00
3.1.1.2	M211106-000 or Equal	One (1) Year Support and Maintenance for Nomad or Equal		Each	20000	\$1.18	0.00 \$23,600.00
3.1.1.2	M211106-000 or Equal	OPTIONAL RENEWAL YR 2: One (1) Year Support and Maintenance for Nomad or Equal		Each	20000	\$1.18	0.00 \$23,600.00
3.1.1.2	M211106-000 or Equal	OPTIONAL RENEWAL YR 3: One (1) Year Support and Maintenance for Nomad or Equal		Each	20000	\$1.18	0.00 \$23,600.00
3.1.1.2	M211106-000 or Equal	OPTIONAL RENEWAL YR 4: One (1) Year Support and Maintenance for Nomad or Equal		Each	20000	\$1.18	0.00 \$23,600.00
						Total Cost	0.00 \$282,400.00