



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 @ 1

List View

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 291822

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: 000000194611

SO Doc ID: ISC1700000017

Legal Name: GOVCONNECTION INC

Published Date: 2/13/17

Alias/DBA:

Close Date: 3/7/17

Total Bid: \$452,000.00

Close Time: 13:30

Response Date: 03/07/2017

Status: Closed

Response Time: 11:36

Solicitation Description: Active Directory Management - Maintenance Renewals (OT1788)

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

Proc Folder : 291822

Solicitation Description : Active Directory Management - Maintenance Renewals (OT1768)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-03-07 13:30:00	SR 0210 ESR03071700000004222	1

**VENDOR**

000000194611

GOVCONNECTION INC

Solicitation Number: CRFQ 0210 ISC1700000017

Total Bid : \$452,000.00

Response Date: 2017-03-07

Response Time: 11:36:28

**Comments:**

Thank you for inviting GovConnection, Inc. d/b/a Connection Public Sector Solutions to participate in your Request for Quote. To fully satisfy the requirements and specifications outlined in your Request for Quote CRFQ 0210 ISC1700000017 Active Directory Management - Maintenance Renewals, we are pleased to offer the enclosed solution for your review and consideration. Connection Public Sector Solutions, a trusted, single-source IT solutions provider from design through deployment, is dedicated to fulfilling the specialized IT needs of the public sector-including state and local government, K-12, and higher education institutions. Connection is a financially stable, Fortune 1000 company you can count on. You can depend on our team to deliver expertise, solutions, and integrity, consistently. We employ the most highly-trained, experienced IT professionals in the industry and celebrate its most tenured sales force. The depth of our expertise enables us to create smart, customer-centered solutions that match your needs and budget. Thank you for the opportunity to offer this proposal. If selected, we'll partner as an extension of your team and remain committed to your success and ongoing satisfaction. For additional information, or to discuss this response to your Request for Quote, please feel free to contact your Account Manager, Laura Kasserman, at 1.800.800.0019 ext. 34283 or [laura.kasserman@connection.com](mailto:laura.kasserman@connection.com).

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
(304) 558-8801  
[stephanie.l.gale@wv.gov](mailto:stephanie.l.gale@wv.gov)

Signature on File

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	ActiveRoles Server - Renewal (ACD-DMX-PS) or Equal	25000.00000	EA	\$3.670000	\$91,750.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	4.1.1.1 Vendor must provide an estimated quantity of twenty-five thousand (25,000) licenses for one (1) year of ActiveRoles Server Per Enabled User Account - Renewal (ACD-DMX-PS) or Equal
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Recovery Manager for AD - Renewal (RMA-ATA-PB) or Equal	25000.00000	EA	\$14.410000	\$360,250.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	4.1.2.1 Vendor must provide an estimated quantity of twenty-five thousand (25,000) licenses for one (1) year of Recovery Manager for Active Directory Per Enabled User Account - Renewal (RMA-ATA-PB) or Equal
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## REQUEST FOR QUOTE RESPONSE

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PREPARED FOR:

**State of West Virginia  
Charleston, West Virginia**

PROJECT:

**CRFQ 0210 ISC1700000017  
Active Directory Management - Maintenance Renewals**

DUE:

**March 7, 2017 by 1:30 p.m.**

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PREPARED BY:

**Laura Kasserman**  
Account Manager  
Connection® Public Sector Solutions

March 7, 2017

March 7, 2017

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

**RE: CRFQ 0210 ISC1700000017**  
**Active Directory Management - Maintenance Renewals**

Attn: Stephanie Gale

Thank you for inviting GovConnection, Inc. d/b/a Connection® Public Sector Solutions to participate in your Request for Quote. To fully satisfy the requirements and specifications outlined in your Request for Quote CRFQ 0210 ISC1700000017 Active Directory Management - Maintenance Renewals, we are pleased to offer the enclosed solution for your review and consideration.

Connection® Public Sector Solutions, a trusted, single-source IT solutions provider from design through deployment, is dedicated to fulfilling the specialized IT needs of the public sector—including state and local government, K-12, and higher education institutions.

Connection is a financially stable, Fortune 1000 company you can count on. You can depend on our team to deliver expertise, solutions, and integrity, consistently.

We employ the most highly-trained, experienced IT professionals in the industry and celebrate its most tenured sales force. The depth of our expertise enables us to create smart, customer-centered solutions that match your needs and budget.

Thank you for the opportunity to offer this proposal. If selected, we'll partner as an extension of your team and remain committed to your success and ongoing satisfaction.

For additional information, or to discuss this response to your Request for Quote, please feel free to contact your Account Manager, Laura Kasserman, at 1.800.800.0019 ext. 34283 or [laura.kasserman@connection.com](mailto:laura.kasserman@connection.com).

Sincerely,



Robert Marconi  
Vice President SLED Sales

**Connection® Public Sector Solutions**  
732 Milford Road, Merrimack, NH 03054 • [www.connection.com/ps](http://www.connection.com/ps)



## Executive Summary

Connection® Public Sector Solutions is a state and local government market leader. Our contract portfolio includes hundreds of satisfied governmental bodies nationwide that have come to recognize and rely upon our demonstrated excellence of service and close affinity for the needs of the state and local government information technology market.

Founded in 1982, Connection is a Fortune 1000 company that currently employs 2,500 people and has revenues of \$2.8 billion. Our Public Sector team's philosophy is to offer a "best value" solution with a focus on public institutional customers. We have in-house specialists dedicated to understanding how to serve the public and education marketplace, by providing technology products and solutions with award-winning service. Connection helps customers solve the key business challenges inherent in any IT project by:

- Understanding the core problem
- Identifying the best-fit solution for the customer
- Delivering services customized to the customer's unique requirements
- Validating that true knowledge transfer takes place for the customer to maintain self-sufficiency
- Layering in maintenance and support to extend the lifecycle and reliability of the solution
- Ensuring that customers derive the maximum value from their IT technology investments

Connection works closely with IT and administrative departments on website purchasing development, campus integration standards, marketing plans, and streamlining purchasing procedures. Connection offers robust product lines, expert marketing, and maintains an award-winning reputation for comprehensive service.

Connection has strong relationships with more than 1,600 manufacturers, including original equipment manufacturers (OEMs) Hewlett Packard Enterprise, HP Inc., Lenovo, Dell, Samsung, Acer, IBM, Panasonic, Kingston Technologies, Tripp Lite, Belkin, Targus, and numerous others. Our partner alliances are leveraged through our multiple successful contracts. These relationships, coupled with best commercial practices for delivery, ensure that we will be able to meet any stringent delivery requirements of our customers.

Connection has a 99% ship rate and will ship most in stock items the same day the order is received. We offer customers a broad range of delivery options ranging from standard overnight and second-day delivery to ground, time-definite, and truckload services. Connection uses standard small package and LTL carriers such as UPS, FEDEX, and Pitt-Ohio to deliver shipments. Most orders shipped ground are at no charge and would be routed "Ground Best Way" via these or other carriers. Connection also arranges specialized transportation services such as inside delivery, package removal, and product setup.

Connection has attained industry leadership by adhering tenaciously to a high standard of quality—in our people, products, partnerships and technology. Despite our continued growth, we have never lost sight of the core of our success—**customer satisfaction**.



## Company History

Patricia Gallup and David Hall established PC Connection, Inc. in 1982 with a mission to offer “a better way to buy information technology products.” Seeing a significant business opportunity in the emerging personal computer industry, the two entrepreneurs launched their direct computer supply business with the philosophy that providing technical advice and focusing on customer service was as important as competitive prices.

In recent years, we have grown into a Fortune 1000 company, with annual revenues of \$2.8 billion. Today, our 2,500 employees work in three offices in New Hampshire, as well as sites in Connecticut, Florida, Illinois, Massachusetts, Maryland, New Jersey, Pennsylvania, South Dakota, and in our full service, ISO 9001:2008-certified technical configuration lab and distribution center in Wilmington, Ohio.

### Notable events in our history include:

- |   |   |
|---|---|
| <p><b>1982</b> Company founded as “PC Connection.”</p> <p><b>1987</b> Named to the <i>Inc.</i> 500.</p> <p><b>1993</b> GovConnection incorporated as ComTeq Federal, Inc.</p> <p><b>1998</b> PC Connection opened its new corporate headquarters in Merrimack, NH.</p> <p><b>1999</b> PC Connection purchased ComTeq Federal, a Maryland-based company that had successfully served the expansive and growing computing needs of federal government agencies since 1993.</p> <p><b>2001</b> ComTeq Federal re-christened GovConnection, Inc., and now handles all government and education customers.</p> <p><b>2002</b> PC Connection purchased MoreDirect, a company providing medium-to-large organizations with a comprehensive, Web-based eProcurement solution.</p> <p><b>2005</b> PC Connection purchased the business and selected assets of Amherst Technologies, Inc., a New Hampshire-based company.</p> <p><b>2009</b> PC Connection opened a new GovConnection sales office in North Sioux City, South Dakota, expanding its reach to serve government and education accounts.</p> | <p><b>2011</b> PC Connection acquired ValCom Technology, a Chicago-based company providing technology services and delivering infrastructure management and on-site managed services utilizing proprietary cloud-based IT service management software, WebSPOC™.</p> <p><b>2013</b> PC Connection opened another new GovConnection sales office in Shelton, Connecticut, expanding our reach to serve even more government and education accounts.</p> <p><b>2013</b> PC Connection introduced the Cloud Solutions Practice, increasing its services expertise to cover 8 distinct IT practice areas.</p> <p><b>2015</b> GovConnection opened a new 268,000 square-foot distribution and configuration center in Wilmington, Ohio.</p> <p><b>2016</b> PC Connection opened new GovConnection sales office in Boca Raton, Florida.</p> <p><b>2016</b> PC Connection opened new GovConnection sales office in Wilmington, Ohio.</p> <p><b>2016</b> PC Connection acquired Softmart.</p> <p><b>2016</b> PC Connection acquired GlobalServe.</p> <p><b>2016</b> Announces corporate rebranding. New “Connection” brand unites all subsidiaries (PC Connection, GovConnection, MoreDirect, and Softmart) under one clear, concise, and powerful brand name. NASDAQ stock ticker changes from PCCC to CNXN.</p> |
|---|---|

Ever-changing technology will continue to shape the way we work, communicate, and manage our lives. As technology marches forward, our company will continue to evolve to respond to our customers’ needs, from design through deployment.



## Why Choose Connection?

### Transforming Technology Into Complete IT Solutions

At Connection, we understand there's a lot more to IT than just technology. Our customer-centric approach focuses on the unique IT goals and challenges facing your agency. We work closely with you before, during, and after every purchase to make sure you get exactly what you need, when you need it. And, as part of the total Connection solution, we support all the technology we sell with a complete portfolio of IT services designed to help you get more out of your investment.

- 300,000 technology products
- 1,600+ brands
- Contract-purchasing expertise
- Volume software licensing
- Comprehensive services

Connection offers a unique combination of personal service, in-depth expertise, and customized support to meet your needs.



### Start with a Single Point of Contact

- Your dedicated Account Manager understands the needs of IT decision makers and is trained to help you gain an advantage with efficient, well-designed solutions.
- You receive our full attention throughout all stages of the IT lifecycle—from researching and planning to purchasing, installation, and asset disposition.

### Then We Support You with a Team of Experts

Your Account Manager works directly with a team of experts who can help with the assessment, planning, design, and implementation of your IT projects. Our technical experts include:

- Certified Technical Engineers
- Professional Service Manager
- Technology Support Specialists
- Software Licensing Specialists
- A Network of IT Services Partners

### **Provide Contract Expertise**

- Connection® Public Sector Solutions has extensive experience managing government and education contracts.
- We are continually expanding our BPA coverage and adding new state and academic contracts, as well as managing our GSA schedule.
- For open-market purchases and transactions where no contract vehicle is in place, be assured that we will offer you highly competitive pricing on all the IT products you need.

### **Offer Technical Expertise You Can Trust**

- Our talented engineers hold more than 2,500 professional certifications. We can design and deploy custom IT solutions that meet your needs.
- Leveraging our partner network, we bring a wealth of trusted technical expertise to each project.
- We also offer a variety of professional services including installation, service plans, repairs, staff training, helpdesk support, and asset disposition.

### **Add Strategic Relationships and Certifications with Top Manufacturers**

- Connection holds premier certifications with top vendors, including:
  - HP Elite
  - Lenovo Premier
  - Microsoft LAR
  - Cisco Gold
  - Dell Premier
- These certifications allow us to offer enterprise-class service, access to volume pricing and in-demand products, software licensing programs, and more.

### **Deliver Customized Distribution Capabilities**

- With over \$2.8 billion dollars of buying power, we have priority access to the biggest IT brands in the industry—granting us the capability to maximize product availability.
- Our most frequently ordered items are always in stock at our Wilmington, Ohio Distribution and Configuration Center, offering you a dependable source for seamless order fulfillment.
- Through our overnight service, we can process orders placed as late as 7:00 p.m. ET for in-stock items for next-day delivery.
- We also source products from manufacturers and can drop ship from our supplier's warehouses strategically located across the US.



### **Custom Configure Your Equipment**

Our highly trained technicians can perform a broad range of configuration services at our ISO 9001:2008 certified lab, including:

- Hardware configuration
- Software installation
- System imaging
- Product staging
- Server rack construction
- Custom printer construction
- Asset tagging
- Custom labeling/packaging
- Laser engraving/branded embroidery
- RFID/UID tagging
- Kitting/reverse kit solutions

### **Assist with Inventory Planning and Rollout**

- We can help you develop a long-term product forecast.
- We can manage the logistics of a rollout, securely store newly purchased equipment, and then custom tailor a delivery schedule.
- We can also store your hardware standards and software images, giving you the ability to easily expedite replacements for broken, worn out, or lost equipment.

### **Improve Efficiency with eProcurement Tools at [www.connection.com/ps](http://www.connection.com/ps)**

- Get the information you need quickly with our account dashboard on our business-to-government and business-to-education websites.
- Improve your purchasing ability using authorization control with a multi-tiered approval hierarchy.
- We offer customized tools that easily manage IT purchasing including reporting, in-depth order tracking, quicklists for frequently purchased items, and much more.

### **Provide Credit and Leasing Resources**

- For qualified customers, we offer net terms accounts and flexible leasing packages with payment structures that can match cash flows or budget cycles.
- We offer a variety of end-of-lease options so you can purchase or trade in your equipment.

**The foundation for a lasting relationship starts with a connection.**

**1.800.800.0019**

**[www.connection.com/ps](http://www.connection.com/ps)**



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

State of West Virginia  
Request for Quotation  
21 - Info Technology

Proc Folder: 291822

Doc Description: Active Directory Management - Maintenance Renewals (OT1768)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-13	2017-03-07 13:30:00	CRFQ 0210 ISC1700000017	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:

GovConnection, Inc. d/b/a Connection Public Sector Solutions  
732 Milford Rd. Merrimack, NH 03054  
800-800-0019 Ext. 34283

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
(304) 558-8801  
stephanie.l.gale@wv.gov

Signature X

FEIN # 52-1837891

DATE 3/7/2017

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



**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish an open-end contract for licensing for software support services for the State's existing Active Directory management software.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ActiveRoles Server - Renewal (ACD-DMX-PS) or Equal	25000.00000	EA	\$3.67	\$91,750.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Extended Description :**

4.1.1.1 Vendor must provide an estimated quantity of twenty-five thousand (25,000) licenses for one (1) year of ActiveRoles Server Per Enabled User Account - Renewal (ACD-DMX-PS) or Equal

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Recovery Manager for AD - Renewal (RMA-ATA-PB) or Equal	25000.00000	EA	\$14.41	\$360,250.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Extended Description :**

4.1.2.1 Vendor must provide an estimated quantity of twenty-five thousand (25,000) licenses for one (1) year of Recovery Manager for Active Directory Per Enabled User Account - Renewal (RMA-ATA-PB) or Equal

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2017-02-24

## 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.

Revised 01/18/2017

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 24, 2017

Submit Questions to: Stephanie Gale

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Stephanie.L.Gale@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.

Revised 01/18/2017

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:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: March 7, 2017 @ 1:30pm

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

Revised 01/18/2017



**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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvoASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**Revised 01/18/2017**

## **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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

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

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

**2.6. "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.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

**2.9. "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.

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**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 award and extends for a period of one (1) 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) 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 one year thereafter with an additional \_\_\_\_\_ successive one year renewal 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.

☐ **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.

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**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. 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.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.

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☐ **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.

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

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

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**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_  
\_\_\_\_\_

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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**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:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**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. 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.

**16. 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.

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**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. 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 laws, regulations, and ordinances.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6, i.e, 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. 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.

**41. 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](mailto:purchasing.requisitions@wv.gov).

**42. 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.

Revised 01/18/2017

**43. 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 hearth, 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.

**Revised 01/18/2017**

**44. 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.

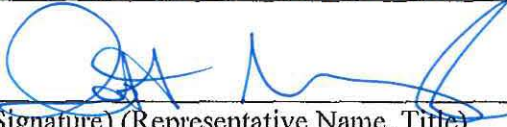
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Laura Kasserman, Account Manager  
(Name, Title)  
Laura Kasserman, Account Manager  
(Printed Name and Title)  
732 Milford Rd. Merrimack, NH 03054  
(Address)  
Phone: 800-800-0019 Ext. 34283      Fax: 603-683-1550  
(Phone Number) / (Fax Number)  
laura.kasserman@connection.com  
(email address)

**CERTIFICATION AND SIGNATURE:** 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.

GovConnection, Inc. d/b/a Connection Public Sector Solutions  
(Company)  
  
(Authorized Signature) (Representative Name, Title)

Robert Marconi, VP of SLED Sales  
(Printed Name and Title of Authorized Representative)

3/7/2017  
(Date)

Phone: 800-800-0019      Fax: 603-683-2482  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Active Directory Licensing Software Support Services

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish an open-end contract for licensing for software support services for the State's existing Active Directory management software.
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 **"Business Hours"** means Monday – Friday 8:00 AM through 5:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:
    - New Year's Day (January 1)
    - Martin Luther King Day (Third Monday in January)
    - President's Day (Third Monday in February)
    - Memorial Day (Last Monday in May)
    - West Virginia Day (June 20)
    - Independence Day (July 4)
    - Labor Day (First Monday in September)
    - Columbus Day (Second Monday in October)
    - Veterans Day (November 11)
    - Thanksgiving (Fourth Thursday in November)
    - Day After Thanksgiving (Fourth Friday in November)
    - Christmas Day (December 25)
  - 2.2 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.3 **"Knowledge Base"** means a central repository for information related to the support of ActiveRoles Server and Recovery Manager for Active Directory.
  - 2.4 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.5 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**REQUEST FOR QUOTATION**  
**Active Directory Licensing Software Support Services**

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3. **CURRENT ENVIRONMENT:** The WVOT manages a Microsoft environment (Windows, Office 365 and other applications) for approximately 25,000 Agency end users using Quest ActiveRoles Server and Recovery Manager for Microsoft's Active Directory. Active Directory is a directory service developed by Microsoft for Windows domain networks and provides a broad range of directory-based identity-related services. This environment enables end users to complete daily tasks associated with their job responsibilities.

4. **GENERAL REQUIREMENTS:**

- 4.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 **ActiveRoles Server Per Enabled User Account - Renewal (ACD-DMX-PS) or Equal**

- 4.1.1.1 Vendor must provide an estimated quantity of twenty-five thousand (25,000) licenses for one (1) year of ActiveRoles Server Per Enabled User Account – Renewal (ACD-DMX-PS) or Equal

4.1.1.1.1 Vendor must provide licensing for each enabled user account.

4.1.1.1.2 Vendor must provide technical support by web, phone, and email during business hours.

4.1.1.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.

4.1.1.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.2 **Recovery Manager for AD Standard Edition Per Enabled User Account – Renewal (RMA-ATA-PB) or Equal**

- 4.1.2.1 Vendor must provide an estimated quantity of twenty-five thousand (25,000) licenses for one (1) year of Recovery Manager for Active Directory Per Enabled User Account - Renewal (RMA-ATA-PB) or Equal

4.1.2.1.1 Vendor must provide licensing for each enabled user account.

REQUEST FOR QUOTATION  
Active Directory Licensing Software Support Services

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- 4.1.2.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.2.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.2.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

**4.1.3 Alternate Submission**

4.1.3.1 Vendor submitting an alternate brand must include documentation confirming interoperability with Microsoft's Active Directory with their bid. Vendor must include alternate brand information with alternative part numbers and brand on Pricing Sheets.

4.1.3.2 Vendor will assume any costs related to installation of new software, hardware, and training of the new software provided as part of this agreement.

**5. CONTRACT AWARD:**

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

Renewal options for years 2, 3, and 4 will be initiated by West Virginia Purchasing, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**5.2 Pricing Sheet:** Vendor should complete the Pricing Sheet by entering unit cost for licensing. Vendor should complete the Pricing Sheet in their entirety as failure to do so may result in Vendor's bids being disqualified.

**Estimated Quantity (x) Unit Cost = Extended Cost**

***Example of Pricing: 25,000 x \$3.14 = \$78,500.00***



REQUEST FOR QUOTATION  
Active Directory Licensing Software Support Services

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The Pricing Sheet contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Sheet through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Sheet for bid purposes by sending an email request to the following address:

Stephanie Gale, Senior Buyer  
West Virginia Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305  
Phone: (304) 558-8801  
Fax: (304) 558-4115  
Email: [Stephanie.L.Gale@wv.gov](mailto:Stephanie.L.Gale@wv.gov)

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7. DELIVERY AND RETURN:**

- 7.1 Delivery Time:** Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall deliver emergency orders within fifteen (15) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

REQUEST FOR QUOTATION  
Active Directory Licensing Software Support Services

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

- 7.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 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.
- 7.5 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.

**8. VENDOR DEFAULT:**

**8.1** The following shall be considered a vendor default under this Contract.

- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2** Failure to comply with other specifications and requirements contained herein.
- 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4** Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION  
Active Directory Licensing Software Support Services

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**8.2** The following remedies shall be available to Agency upon default.

**8.2.1** Immediate cancellation of the Contract.

**8.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Jennifer Schulte  
**Telephone Number:** 800-800-0019 Ext. 2292  
**Fax Number:** 603-683-1163  
**Email Address:** jennifer.schulte@connection.com

**EXHIBIT A – Pricing Sheet**  
**Active Directory Licensing Software Support Services**

Contract Item	Part Number	Description	Manufacturer and Model if bidding *or equal products	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
4.1.1.1	ACD-DMX-PS or Equal	ActiveRoles Server Per Enabled User Account - Renewal or Equal for One (1) Year		Each	25,000	\$3.67	\$91,750.00
4.1.2.1	RMA-ATA-PB or Equal	Recovery Manager for Active Directory Standard Edition Per Enabled User Account - Renewal or Equal for One (1) Year		Each	25,000	\$14.41	\$360,250.00
						<b>Total Cost</b>	<b>\$ 452,000.00</b>

Reference Quote #24300570.03 for additional details.

**Vendors**

**Signature:**



**Date:** 3/7/2017

Attention: The Pricing Sheet contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.



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: GovConnection, Inc./d/b/a Connection Public Sector SolutionsAuthorized Signature: [Signature] Date: 3/7/2017State of New HampshireCounty of Hillsborough, to-wit:Taken, subscribed, and sworn to before me this 7 day of March, 2017.My Commission expires September 21, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)



NA GovConnection, Inc. is not requesting any of these preferences.

Rev. 04/14

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.**

GovConnection, Inc. d/b/a Connection Public Sector  
Bidder: Solutions

Date: 3/7/2017

Signed: \_\_\_\_\_

Title: VP of SLED Sales



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	<b>FAX</b> (A/C, No):
<b>INSURED</b> PC CONNECTION ATTN: GARY ANDERSON ROUTE 101A 730 MILFORD RD MERRIMACK, NH 03054	<b>INSURER(S) AFFORDING COVERAGE</b>	
S04749-ALL-PROP-16-17	<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
	<b>INSURER B:</b> Great American Insurance Co of New York	22136
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** NYC-007827731-25 **REVISION NUMBER:** 25

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR / WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPO 0187367 01	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPO 0187367 01  PHYSICAL DAMAGE COMP/COLL: \$500	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	UMB1800430	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC 0187368 01	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		CPO 0187367 01 DED: 25,000	11/01/2016	11/01/2017	Blanket Limit 90,105,000 Business Income 10,650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
EVIDENCE OF COVERAGE (SEE ADDITIONAL PAGE FOR LIST OF SUBSIDIARIES)

<b>CERTIFICATE HOLDER</b> PC CONNECTION, INC. ROUTE 101 A 730 MILFORD RD. MERRIMACK, NH 03054	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Elizabeth Stapleton
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ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: S04749

LOC #: Portland



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED PC CONNECTION ATTN: GARY ANDERSON ROUTE 101A 730 MILFORD RD MERRIMACK, NH 03054
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

### **NAMED INSURED SCHEDULE:**

PC CONNECTION, INC.  
PC CONNECTION SALES CORPORATION  
GOVCONNECTION, INC.  
MOREDIRECT, INC.  
GLOBALSERVE, INC.

Other Property deductibles may apply as per policy terms and conditions.

### **NAMED INSURED SCHEDULE**

PC CONNECTION, INC.  
PC CONNECTION SALES CORPORATION  
MERRIMACK SERVICES CORPORATION  
GOVCONNECTION, INC.  
MOREDIRECT, INC.  
PC CONNECTION EXPRESS, INC.  
PROFESSIONAL COMPUTER CENTER, INC. DBA VALCOM  
G8H POST LLC  
MCLELLAN & MCMAHON HOLDINGS  
EN TECHNOLOGY CORPORATION  
PC TV, INC.  
MARLOW WOODLANDS, INC.  
GALLUP & HALL LLP  
RADGAMES, INC.  
GALLUP & HALL LLC



**ORDERING INFORMATION**  
**GovConnection, Inc. DBA Connection**

**Please contact your account manager with any questions.**

Ordering Address  
GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

Remittance Address  
GovConnection, Inc.  
Box 536477  
Pittsburgh, PA 15253-5906

*Please reference the Contract # on all purchase orders.*

**TERMS & CONDITIONS**

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

**WARRANTY:** *Manufacturer's Standard Commercial Warranty*

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:  
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374



## SALES QUOTE

GovConnection, Inc.  
7503 Standish Place  
Rockville, MD 20855

**Account Executive:** Laura Kasserman  
**Phone:** (800) 800-0019 ext. 34283  
**Fax:** (603) 683-1550  
**Email:** laura.kasserman@connection.com

**Account Manager:**  
**Phone:**  
**Fax:**  
**Email:**

**# 24300570.03-W1**

PLEASE REFER TO THE ABOVE  
QUOTE # WHEN ORDERING

**Date:** 3/3/2017  
**Valid Through:** 4/2/2017  
**Account #:**

**Customer Contact:** Susie Teel  
**Email:** susie.m.teel@wv.gov

**Phone:** (304) 558-1294  
**Fax:**

**QUOTE PROVIDED TO:**  
AB#: 14759327  
STATE OF WEST VIRGINIA  
PO BOX 50130  
2019 WASHINGTON ST E  
CHARLESTON, WV 25305

(304) 558-1294

**SHIP TO:**  
AB#: 14756999  
STATE OF WEST VIRGINIA  
STEPHANIE L GALE  
BID CLERK  
2019 WASHINGTON ST E  
Purchasing Division  
CHARLESTON, WV 25305  
(304) 558-1294

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	NET 30	

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				---This quote is valid for 1 year from the 3-7-17 bid opening date, which supersedes the "Valid Through" date at the top of this quote. ---Delivery within 30 calendar days, ARO. This supersedes the delivery timeframe indicated at the top of this quote.			\$ -
2	25000	16682683	RMA-ATA-PS	Cust. Recovery Manager Maint 3Y Quest Software	Quest Software	\$ 14.41	\$ 360,250.00
3	25000	33789378	1020-5178	DLT Reinstatement Fee Renewal Quest Software	Quest Software	\$ 3.67	\$ 91,750.00
						<b>Subtotal</b>	<b>\$ 452,000.00</b>
						<b>Fee</b>	<b>\$ 0.00</b>
						<b>Shipping and Handling</b>	<b>\$ 0.00</b>
						<b>Tax</b>	<b>Exempt!</b>
						<b>Total</b>	<b>\$ 452,000.00</b>

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When you are faced with opportunities and challenges, it's important to have a reliable IT partner on your side. We are confident that your partnership with Connection® Public Sector Solutions will deliver you value through a combination of depth of experience, savings, and outstanding service.

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The IT marketplace is full of companies who simply claim to be different. We prefer to prove it, day in and day out. Choose Connection and we'll prove it to you. We are committed to the highest standards of quality in our people, products, partnerships, and technology, to ensure we continue to deliver on the reason for our success—customer satisfaction.

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- We offer complete solutions and services designed to improve operations and increase the value of IT.
- We employ the most highly trained, experienced IT professionals in the industry.
- We strive to understand your needs and to create solutions that adhere to your requirements and budget.
- We serve as a trusted extension of your IT staff.
- We are relentless in our commitment to exceeding your expectations.

**1.800.800.0019**

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