



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 @ 5

List View

### General Information

### Contact

### Default Values

### Discount

### Document Information

Procurement Folder: 373842

Procurement Type: Central Purchase Order

Vendor ID: 000000231044

Legal Name: HP INC

Alias/DBA:

Total Bid: \$49,925.00

Response Date: 11/17/2017

Response Time: 19:37

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1800000041

Published Date: 11/27/17

Close Date: 11/29/17

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM\_1: HP Elite X2 1012  
G2 Tablets or Equal

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia  
Solicitation Response

Proc Folder : 373842

Solicitation Description : ADDENDUM\_1: HP Elite X2 1012 G2 Tablets or Equal

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-11-29 13:30:00	SR 0803 ESR11171700000002203	1

VENDOR

000000231044

HP INC

Solicitation Number: CRFQ 0803 DOT1800000041

Total Bid : \$49,925.00

Response Date: 2017-11-17

Response Time: 19:37:38

Comments:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@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	HP Elite X2 Tablets or Equal	25.00000	EA	\$1,621.000000	\$40,525.00

Comm Code	Manufacturer	Specification	Model #
43211509			

Extended Description : (25) HP Elite X2 Tablets or Equal as specified in 3.1.1

**Comments:** Delivery is 20 working days after acceptance of purchase order.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	(4) Year Manufacturer's Accidental Damage Warranty	25.00000	EA	\$281.000000	\$7,025.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description : (4) Year Accidental Damage Manufacturer's Warranty as specified in 3.1.1.3

**Comments:** Delivery is 20 working days after acceptance of purchase order.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Powered/Chargeable Docking Stations	25.00000	EA	\$95.000000	\$2,375.00

Comm Code	Manufacturer	Specification	Model #
39121006			

Extended Description : Powered/Chargeable Docking Stations as specified in 3.1.1.4

**Comments:** Delivery is 20 working days after acceptance of purchase order.



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: 373842

Doc Description: HP Elite X2 Tablets or Equal (DOT63180032)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-09	2017-11-29 13:30:00	CRFQ 0803 DOT1800000041	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:

HP Inc.

1501 Page Mill Road

Palo Alto, CA 94304

CRFQ Contact: Jerome Gabryszewski, (505) 415-7120

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins

(304) 558-2307

mark.a.atkins@wv.gov

Signature X

FEIN # 94-1081436

DATE November 17, 2017

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

Judith M. Alexander, Senior Counsel

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, the West Virginia Division of Highways to establish a contract for the one-time purchase of (25) twenty-five Hewlett Packard HP Elite x2 1012 G2 Windows Tablets or equivalent Windows Mobile Tablet Devices, Four-Year (4Yr) Manufacturers Accidental Damage Warranty, and Powered/Chargeable Docking Stations per attached documents.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920  CHARLESTON WV25305-0430  US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920  CHARLESTON WV 25305-0430  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HP Elite X2 Tablets or Equal	25.00000	EA	SEE RESPONSE TO LINE ITEMS	

Comm Code	Manufacturer	Specification	Model #
43211509	HP Inc.	SEE INCLUDED HP QUOTE NUMBER: 11946704	

**Extended Description :**

(25) HP Elite X2 Tablets or Equal as specified in 3.1.1

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920  CHARLESTON WV25305-0430  US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920  CHARLESTON WV 25305-0430  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	(4) Year Manufacturer's Accidental Damage Warranty	25.00000	EA	SEE RESPONSE TO LINE ITEMS	

Comm Code	Manufacturer	Specification	Model #
81111818	HP Inc. Absolute	SEE INCLUDED HP QUOTE NUMBER: 11946704	

**Extended Description :**

(4) Year Accidental Damage Manufacturer's Warranty as specified in 3.1.1.3

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920  CHARLESTON WV25305-0430  US		DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920  CHARLESTON WV 25305-0430  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Powered/Chargeable Docking Stations	25.00000	EA	SEE RESPONSE TO LINE ITEMS	

Comm Code	Manufacturer	Specification	Model #
39121006	HP Inc.	SEE INCLUDED HP QUOTE NUMBER: 11946704	

**Extended Description :**  
Powered/Chargeable Docking Stations as specified in 3.1.1.4

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 2:00pm:	2017-11-15

<b>DOT1800000041</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> HP Elite X2 Tablets or Equal (DOT63180032)	<b>Page 4</b> <b>of 4</b>
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#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Question Submission Deadline: November 15, 2017 due by 2:00pm EST

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

SEALED BID: HP Elite x2 Tablets or Equal  
BUYER: Mark Atkins, File#33  
SOLICITATION NO.: CRFQ 0803 DOT1800000041  
BID OPENING DATE: 11/29/2017  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

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 or 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 n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: November 29, 2017 @ 1:30pm EST.

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

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

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**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.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## **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.

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

☐ **Term Contract**

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for 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.



**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.

☐ **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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

**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.

**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 § 148-1-6.1.e.

**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 WITH LAWS:** 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.

**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 § 148-1-6.1.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 § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.



**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.

**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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Jerome Gabryszewski, Account Manager

(Name, Title)

Jerome Gabryszewski, Account Manager

(Printed Name and Title)

2351 HP Way NE, Rio Rancho, NM 87144

(Address)

Phone: 1-(505)-415-7120

(Phone Number) / (Fax Number)

jerome.gabryszewski@hp.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. \*\*

HP Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Judith M. Alexander, Senior Counsel

(Printed Name and Title of Authorized Representative)

November 17, 2017

(Date)

954-272-0855 / 954-343-2210;

(Phone Number) (Fax Number)

\*\* HP Inc. submits its response, subject to its standard Customer Terms - Portfolio, a copy of which is attached.



## **HP CUSTOMER TERMS – PORTFOLIO**

1. **Parties.** These terms represent the agreement (“**Agreement**”) that governs the purchase of products and services from the HP Inc. (“**HP**”) by the Customer entity identified below (“**Customer**”).
2. **Orders.** “**Order**” means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (“**SOW**”), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties’ “**Affiliates**,” meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
6. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date. HP may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
7. **Products.**
  - (a) Title. Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
  - (b) Delivery. HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
  - (c) Installation. If HP is providing installation with the product purchase, HP’s site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
  - (d) Product Performance. All HP-branded hardware products are covered by HP’s limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.
  - (e) Product Warranty Claims. When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for



shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.

## 8. Software.

- (a) License Grant. HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
- (b) Updates. Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.
- (c) License Restrictions. HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
- (d) License Term and Termination. Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
- (e) License Transfer. Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
- (f) License Compliance. HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
- (g) Software Performance. HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
- (h) US Federal Government Use. If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

## 9. Services.

- (a) Professional Services. HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
- (b) Professional Services Acceptance. The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.



- (c) Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
  - (d) Services with Deliverables. If Supporting Material for services defines specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
  - (e) Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
  - (f) Expenses. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
  - (g) Change Orders. We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.
10. **Support Services.** HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported. Support services are further described in Exhibit A – Supplemental Data Sheet.
11. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
- (a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  - (b) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
  - (c) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
  - (d) malware (e.g. virus, worm, etc.) not introduced by HP; or
  - (e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
12. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
13. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
14. **Indemnification.**
- (a) General Indemnification. HP will defend and settle third party claims against Customer for tangible property damage, bodily injury and death, to the extent caused by HP's negligence or willful misconduct, provided that Customer promptly notifies HP of such claims, cooperates with HP in the defense of the claims, and grants HP sole defense of such claims. In connection with such claims, HP will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third party costs incurred by Customer at the request of HP in connection with the defense of the claim.
  - (b) Intellectual Property Rights Infringement. HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value





thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.

15. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
16. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
17. **Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order (per occurrence). Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
18. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations.
19. **General.**
  - (a) Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.
  - (b) Amendments. Modifications to the Agreement will be made only through a written amendment signed by both parties.
  - (c) Governing Law. The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of West Virginia, excluding rules as to choice and conflict of law.
  - (d) Disputes. If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
  - (e) Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations
  - (f) Global Trade Compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise



transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.

- (g) Audits. Once every twelve (12) months per year during the term of this Agreement, and provided Customer provides ten (10) business day written notice, Customer may request and HP will provide access to files or records pertaining to this Agreement specific to any charges paid or payable by Customer hereunder during the previous 12 months for the purposes of determining if such charges are accurate. If the Customer wishes to select a third party auditor to perform such audit, such auditor shall sign a confidentiality agreement reasonably agreeable to HP prior to commencement of the audit, and the result of the audit shall be subject to such confidentiality agreement. These files and records shall not include any personnel related information, product or labor cost data, or proprietary data relating to HP's products or services. Audits shall be performed at Customer's cost during normal business hours in a manner to minimize disruption to HP's business, and Customer shall promptly provide HP with a copy of the results of the audit.
- (h) Survival. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

**HP INC.**

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A – SUPPLEMENTAL DATA SHEET**

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP's support offerings, which are set forth in detail in offering-specific datasheets, with the exception of those support offerings delivered by HP Software.

### **1. SERVICE ELIGIBILITY**

- (a) Hardware Support-General Eligibility. Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You (“**you**” or “**your**”) must also maintain eligible products at the latest HP-specified configuration and revision levels.
- (b) Return to Support. If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- (c) Use of Proprietary Service Tools. HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs (“**Proprietary Service Tools**”), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of HP, and are provided “as is.” Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:
  - (i) Allows HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
  - (ii) Install Proprietary Service Tools, including installation of any required updates and patches;
  - (iii) Use the electronic data transfer capability to inform HP of events identified by the software;
  - (iv) If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
  - (v) Provide remote connectivity through an approved communications line.

### **2. SUPPORT LIMITATIONS**

- (a) Local Availability of Support. Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- (b) Version Support. Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. “**Version**” means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- (c) Relocation and Impact on Support. Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- (d) Multi-vendor Support. HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.
- (e) Modifications. You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

### **3. CUSTOMER RESPONSIBILITIES**

- (a) Site and Product Access. You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for



the support call at HP's published service rates. You are responsible for removing any products ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.

- (b) Licenses. You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.
- (c) Software Support Documentation and Right to Copy. You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
- (d) Loaner Units. HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- (e) Hardware Support. Compatible Cables and Connectors. You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- (f) Data Backup. To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
- (g) Temporary Workarounds. You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- (h) Hazardous Environment. You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.
- (i) Authorized Representative. You will have a representative present when HP provides support at your site.
- (j) Product List. You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
- (k) Solution Center Designated Callers. You will identify a reasonable number of callers, as determined by HP and Customer ("**Designated Callers**"), who may access HP's customer Support call centers ("**Solution Centers**") or online help tools.
- (l) Solution Center Caller Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

#### 4. GENERAL PROVISIONS

- (a) Cancellation. You may cancel support orders or delete products from support upon thirty (30) days written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP's support offering upon sixty (60) days written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.
- (b) Pricing. Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days' written notice.
- (c) Additional Services. Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- (d) Replacement Parts. Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.

CRFQ 0803 DOT1800000041  
REQUEST FOR QUOTATION  
**HP Elite x2 1012 G2 Tablets or equivalent**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, the West Virginia Division of Highways to establish a contract for the one-time purchase of (25) twenty-five Hewlett Packard HP Elite x2 1012 G2 Windows Tablets or equivalent Windows Mobile Tablet Devices, Four-Year (4Yr) Manufacturers Accidental Damage Warranty, and Powered/Chargeable Docking Stations.
- 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 “Contract Item”** means components provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.
  - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Department of Transportation.
  - 2.4 “GB”** stands for gigabyte.
  - 2.5 “TB”** stands for terabyte.
  - 2.6 “GHZ”** stands for gigahertz.
- 3. GENERAL REQUIREMENTS:**
  - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 (25) Hewlett Packard (HP) or equivalent Windows based tablet – HP Elite x2 1012 G2 Windows Tablets with powered charging docking stations or equivalent Windows Tablet.** Tablet must be provided with the factory installed components listed below:
      - HP Intel m7 processor with Intel HD Graphics 515 3.1 GHZ Turbo Boost Technology, 4 MB Cache two cores, integrated chipset, Windows 10 Pro 64 bit – or equal.

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REQUEST FOR QUOTATION  
**HP Elite x2 1012 G2 Tablets or equivalent**

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- Windows 10 Professional or equal.
- 16 GB SDRAM – or equal.
- Minimum 12” diagonal Full High Definition ultra slim backlit touch screen (1920x1280), direct bonded, Corning Gorilla Glass Display – or equal.
- (Integrated Intel HD Graphics 515 – or equal.
- Minimum 512 GB Solid State Hard Drive or equal
- **Dual Band Wireless – for cellular connectivity and Bluetooth 4.2.**
- Must be Broadband compatible using Agency-provided SIM (Subscriber Identity Module card).
- Travel Keyboard with Click Pad Mouse that supports 2 way scroll, taps and gestures – or equal.
- 45 W Smart USB Type-C Adapter with minimum 40-hour battery life – or equal.
- Manufacturer’s Standard warranty – or equal. Warranty should include parts and labor for one year.

**3.1.1.1** All hardware components and warranty/support must be provided directly by hardware manufacturer.

**3.1.1.2** Vendor **MUST** provide with the bid a detailed configuration document outlining all the components included in the equipment being specified.

**3.1.1.3** Vendor shall provide pricing for (25) Accidental Damage Warranty upgrade to provide a total of four years in coverage.

**3.1.1.3.1** The warranty upgrade shall include a minimum of next day onsite coverage for hardware, keyboard, monitor and other internal components. Warranty shall also cover damages resulting from falls, water exposure and other forms of damage.

**3.1.1.4** Vendor shall provide pricing for (25) manufacturers powered/chargeable docking stations that also charges the device battery.



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**3.1.1.5** Tablet must be configured so it can accept micro-SD card from AT&T or Verizon wireless providers. Wireless service will be procured separately.

**3.1.1.6** Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids **MUST** be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

#### **4. CONTRACT AWARD:**

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

**4.2 Pricing Page:** Vendor should complete the Pricing Page by providing a Grand Total cost for all the contract items being requested. If responding in WVOasis, Vendor should enter the Unit Price for each contract item. The Extended Price and the Grand Total cost will be automatically calculated. If responding on paper, Vendor should complete the Exhibit\_A Pricing Page(s) by entering the Unit Price for each contract item. Then multiply the Unit Price by the Quantity for each contract line item, then enter this amount into the Extended Price box. Then add the Extended Price for each contract item and enter that amount into the Grand Total box.

The Exhibit\_A Pricing Page has been provided in Excel and formatted to automatically calculate the Extended Price and the Grand Total Cost when the Unit Price is entered. However, it is the vendors' responsibility to ensure the calculations for their bid is correct before bid submission. In the event of any calculation errors, the Unit Price will prevail.

Vendor should type or electronically enter the information into the Pricing Page(s) to prevent errors in the evaluation. Vendor should complete the Pricing

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Page(s) in full as failure to complete the Pricing Page(s) in its entirety may result in Vendor's bid being disqualified

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within (20) twenty work days after receiving a purchase order or notice to proceed. Final cost shall include shipping charges, delivery charges. Contract Items must be delivered to Department of Transportation/Highways Information Services, Building 5, Room A-715. All server components must be installed in the server at time of delivery.

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

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

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

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

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not



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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.

**7 VENDOR DEFAULT:**

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**HP Response:**

HP Inc. submits its response, subject to its standard Customer Terms - Portfolio, a copy of which is attached to HP's response to the Instructions to Bidders AND General Terms & Conditions document.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: HP INC.

Authorized Signature: [Signature] Date: 11/17/17

State of Arizona

County of Maricopa, to-wit:

Taken, subscribed, and sworn to before me this 17 day of November, 2017

My Commission expires 28 March, 2020

AFFIX SEAL HERE

NOTARY PUBLIC



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:**

☒ **N/A** Bidder is an individual resident vendor and has resided continuously in West Virginia, 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**,

☒ **N/A** Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,

☒ **N/A** 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:**

☒ **N/A** 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:**

☒ **N/A** Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

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

☒ **N/A** 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:**

☒ **N/A** 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:**

☒ **N/A** 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.**

☒ **N/A** 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) rescind the contract or purchase order; 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.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** HP Inc.

**Signed:** 

**Date:** November 17, 2017

**Title:** Senior Counsel



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

**Disclosure of Interested Parties to Contracts**

Contracting business entity: HP Inc.

Address: 1501 Page Mill Road

Contracting business entity's authorized agent: N/A

Address: N/A

Number or title of contract: Request for Quotation CRFQ 0803 DOT1800000041

Type or description of contract: One-time purchase of 25 Hewlett Packard HP Elite x2 1012 G2 Windows Tablets or equivalent Windows Mobile Tablet Devices

Governmental agency awarding contract: WV Purchasing Division on behalf of the WV Department of Transportation, the WV Division of Highways

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

NONE

Signature: ED Hatch Date Signed: 11/17/17

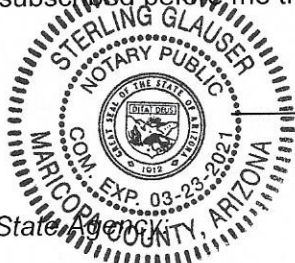
☐ Check here if this is a Supplemental Disclosure.

**Verification**

State of Arizona, County of Maricopa:

I, ED HATCH, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 17 day of November, 2017.



[Signature]  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



## Public Sector Sales

November 14, 2017

STATE OF WEST VIRGINIA

BLDG 6

1900 KANAWHA BLVD E

CHARLESTON WV 25305

RE : HP Public Sector Quote - 11946704

Dear Mark Atkins,

Thank you for your recent interest in HP Public Sector Sales. Award-winning HP products are designed to deliver high-performance technology, powerful networking and legendary HP quality - all at a value that your budget demands. From Notebook PCs to Printers, HP provides a single resource for complete solutions that meet all your computing needs. You can rely on HP for the performance, uptime, and efficiency you need to keep your agency running smoothly and hassle-free. Every HP product is designed and tested to provide industry-standard compatibility and investment protection. And, with special maintenance services, easy ordering and flexible financing, HP makes buying the right solution for your organization easier and more convenient than ever.

Attached is the price quotation you requested. When submitting a purchase order directly to HP, please be certain to include the requested information on the Ordering Information page attached to this quotation. Including the necessary information will ensure the accurate and timely processing of your order through HP Public Sector.

You may [click here to view this quote and place an order online](#) or fax in your purchase order at 800-825-2329.

- Please reference these terms: HP Standard Single Order terms and conditions.

- Unless the customer has another valid agreement with HP Inc, this quotation is governed by HP Inc's Standard Single Order Terms and Conditions. A copy of these terms can be found on-line or can be requested from your Customer Service or Sales Representatives. All orders must reference this HP Inc. quotation for acceptance. No other terms or conditions shall apply.

- Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP Inc. warranty.

If you should have questions regarding this quotation or need any other assistance, please contact your Public Sector sales representative.

Sincerely,

**Jerome Gabryszewski**

Inside Sales Representative



## Public Sector Sales

### **Ordering Information**

It's never been easier to place your direct orders with HP. Now you can have fast, accurate service with special options designed to personalize, process and expedite your shipments with higher levels of accuracy. Ordering HP products is as simple as picking up the phone, using the fax machine, or logging onto the HP Public Sector website at [http://welcome.hp.com/country/us/eng/solutions/pub\\_sector.html](http://welcome.hp.com/country/us/eng/solutions/pub_sector.html)

#### **Online ordering**

With the HP Online Store, you can create quotes with real-time pricing; place an order using a credit card or purchase order, keep up-to-date on the latest product promotions and pricing available on your contract, inquire about order status and view product/price information - all from your desktop PC.

[Click here to view this quote and place an order online.](#)

#### **Faxing Option**

Faxing your order is convenient, too. Simply fill out your request on the customer purchase order and send to 1-800-825-2329. Your order will be promptly handled, and you can call a Customer Service Representative to confirm your order.

#### **Personalized Telesales**

To provide more personal service to you, our telephone sales and order administration representatives are assigned by territory. This means you can reach a dedicated government, education, or medical sales team every time you call - giving you added value by letting you grow personal relationships with representatives who know your product as well as your special terms and delivery requirements. To request a quote, check product availability, and other related questions, call your Telesales Representative.

### **Order Accuracy**

To ensure the accurate and timely processing of your order, please verify that your purchase order includes the following information:

- o Bill-to address,
- o Ship-to address,
- o Purchase order number,
- o Part number, description, and price,
- o Contract # and name
- o Reseller of choice
- o Contact name, phone number, and email address,
- o Special delivery requirements
- o Requested delivery date
- o Signature of authorized purchaser
- o Please note that HP Inc. must be listed as the vendor.
- o Sample/Editable PDF Purchase Order forms are available at these links -
  - o Standard PO (STL / K12 / Hi Ed / Fed) - [http://gem.compaq.com/gemstore/sites/downloads/STL\\_PO\\_Template.pdf](http://gem.compaq.com/gemstore/sites/downloads/STL_PO_Template.pdf)
  - o Federal Form 1449 - [http://gem.compaq.com/gemstore/sites/downloads/FED\\_PO\\_Template\\_Form\\_1449.pdf](http://gem.compaq.com/gemstore/sites/downloads/FED_PO_Template_Form_1449.pdf)

### **Tax-Exempt Certificate Requirements**

All tax-exempt accounts should have a tax-exempt certificate on file with HP to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering for the first time, please include with your order or account application.

### **HP Credit**

HP's financing programs can help your agency purchase or lease HP solutions. To inquire more about a customized financial solution proposal call your Telesales Representative.

### **Order Tracking and Status**

All orders are entered within 24 hours of receipt and are scheduled to ship on a first in first out basis. Orders are shipped within seven days of receipt provided all items are in stock and all necessary information has been properly included on your purchase order. (Remember that ship complete orders can be delayed if a particular item is not currently in stock.) To inquire about the status of your order, you may either call your corresponding Customer Service Representative or [check your order status online](#)

### **Returned Merchandise**

A return material authorization number (RMA) is required for all returns to be processed. Returns may be requested within 30 days of shipment. Please call your Public Sector Customer Service Representative in order to have an RMA assigned. Please have a copy of the packing slip available when you call.

### **Customer Relationship and Sales For Public Sector Sales**

Fax: 800-825-2329

K-12 Education: 800-888-3224

Higher Ed: 877-480-4433

State & Local: 888-202-4682



**PRICE QUOTATION****Quote Number: 11946704**

Quote Date : November 14, 2017

Revised Date : November 14, 2017

Expires: December 14, 2017

Provided by: Jerome Gabryszewsk

**Mark Atkins**

STATE OF WEST VIRGINIA

Big Deal Number: **94136677**

Contract: STANDARD TERMS SLED CUSTOMER (LIST PRICE) (STD TERMS SLED CUSTOMER)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order. HP INC. PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO NOT SHARE.

Item	Part No.	Description	Qty.	Unit Price	Extended
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**Group:**

1.		<b>Configurable -Elitebook x360 1030 G2 with i7-7600 X3U21AV</b>	25	\$1,621.00	\$40,525.00
	X3U21AV	Product - Elitebook x360 1030 G2 with i7-7600 (xxGHz, xxMB L3 Cache) Processor , 16GB system memory and Intel HD Graphics			
	X4L05AV#ABA	Operating system - Windows 10 Pro 64			
	Y8C95AV	Processor - Intel® Core™ i7-7600U (2.8 GHz, up to 3.9 GHz, 4 MB cache) with Intel HD Graphics 620			
	X7B43AV	Processor label - Intel Core i7 vPro G7 Label			
	X7Y48AV	ENERGY STAR® label - eStar Module			
	X3U27AV	Out-of-Band Management - AMT Enabled			
		Display - 13.3" FHD (1920x1080) BrightView LED UWVA ultraslim Touchscreen			
	1AB35AV	Integrated camera - WEBCAM Integrated 720P HD			
		Pointing Device - WACOM AES Pen with APP Launch Button			
		Memory - 16GB (2x8GB) 2133 DDR4			
	X3U39AV	Internal Storage - 512 GB PCIe NVMe Three Layer Cell Solid State Drive			
	X3W34AV#ABA	Keyboard - Clickpad Backlit Collaboration Keyboard			
	X3U47AV	Wireless LAN - Intel 8260 802.11 a/b/g/n/ ac (2x2) +Bluetooth 4.2			
	1TZ49AV	HP Mobile Broadband - HP It4120 LTE HSPA+EVDOo Gobi 4G Foxconn			
	X3U29AV	Near Field Communications - No Near Field Communication (No NFC)			
	X3U24AV	AC Adapter - 65 Watt Smart nPFC AC Adapter			
	X3W31AV#ABA	Power Cord - C5 1.0m Power Cord			
	X3U52AV#ABA	Country Kit - Destination Country Kit Localization			
	1MX56AV#ABA	Battery - HP 3-Cell 57 WH Li-on Polymer Long Life			
	1HU29AV	Warranty - 3/3/0 Warranty			
		Warranty upgrades - No Extend Warranty Service Bundle			
2.	U9AV5E	<b>HP 4 year AbsoluteDDS NBD w/Accidental Damage Protection Gen2/Defective Media Retention NB Only SVC</b>	25	\$281.00	\$7,025.00
3.	Z9R42AA#ABA	<b>HP Elite USB-C Desk Dock G2 US</b>	25	\$95.00	\$2,375.00

Note: For detailed warranty information, please link to "URL" for more information [www.hp.com/go/specificwarrantyinfo](http://www.hp.com/go/specificwarrantyinfo).

Sales taxes added where applicable. Freight is FOB Destination.



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Page 2 of 2

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Item	Part No.	Description	Qty.	Unit Price	Extended
SUB TOTAL :					\$49,925.00

**TOTAL PRICE : \$49,925.00**

To ensure the accurate and timely processing of your order, please include quote # 11946704 on your Purchase Order.

**GET MORE FOR YOUR MONEY**

Make the most of your budget and protect against technology obsolescence. Lease these HP products with a purchase price of \$49,925.00 for 36 months for as little as \$1,578.63 per month. At the end of the lease, send the equipment back to HP Financial Services and upgrade to new technology or purchase the equipment at its fair market value.\*

**GET MORE WITH HP FINANCIAL SERVICES**

For more information, call Hewlett-Packard Financial Services Company at 1-888-277-5942 and talk to a financial services representative who specializes in supporting government and education entities.

\* The monthly payment amount is for a lease commencing on or before 12/14/2017 with a term of 36 months and a fair market value purchase option at the end of the lease term. This and other leasing and financing options are available through Hewlett-Packard Financial Service Company (HPFSC) or one of its affiliates to qualified education and state and local customers in the U.S. and subject to credit approval and execution of standard HPFSC documentation. Fees and other restrictions may apply. This is not a commitment to lease. Rates and payments are subject to change at any time without notice. Leasing and financing options for Federal governmental agencies (subject to a \$50,000 minimum) are available from Hewlett-Packard Company.

Comments:

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