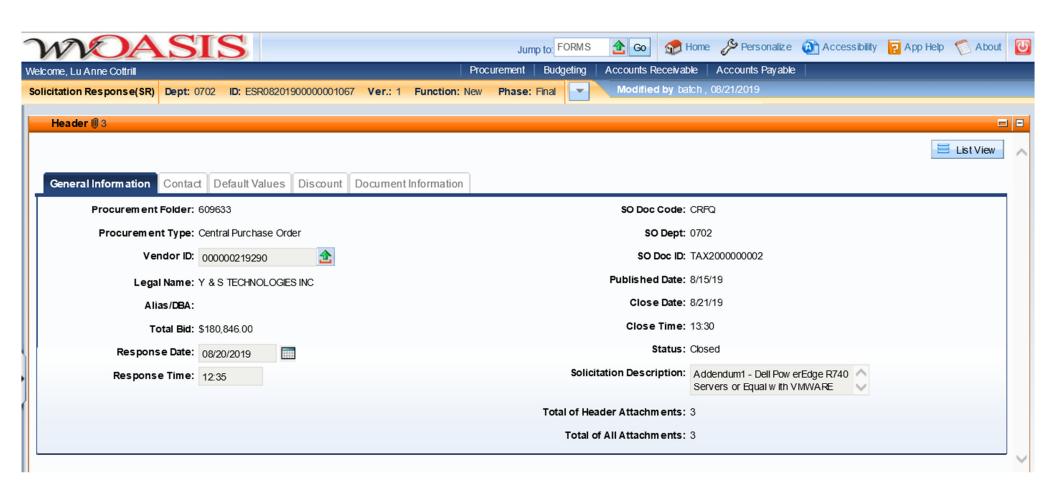
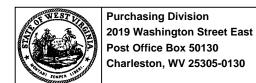


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





State of West Virginia Solicitation Response

Proc Folder: 609633

Solicitation Description: Addendum1 - Dell PowerEdge R740 Servers or Equal with VMWARE

Proc Type: Central Purchase Order

Date issued Solicitation	on Closes Solicit	ation Response	Version
2019-08- 13:30:00		0702 ESR08201900000001067	1

VENDOR

000000219290

Y & S TECHNOLOGIES INC

Solicitation Number: CRFQ 0702 TAX2000000002

Total Bid: \$180,846.00 **Response Date:** 2019-08-20 **Response Time:** 12:35:48

Comments: All items are new and sealed and come with the full manufacturer warranty!

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157 brittany.e.ingraham@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Dell PowerEdge R740 Servers or Equal w/ 5 vr Server Warranty	9.00000	EA	\$20,094.000000	\$180,846.00

Comm Code	Manufacturer	Specification	Model #	
43211501				

Extended Description: 9 Servers

See 4.1.1 and 4.1.2 of attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	VMware vSphere Enterprise Plus for	18.00000	EA	\$0.000000	\$0.00
	1 processor or equal				

Comm Code	Manufacturer	Specification	Model #	
43230000				

Extended Description : VMware or Equal

See 4.1.3 of specifications

Comments: Included in the server price.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Support/Subscription for VMware vSphere 6 Enterprise	18.00000	EA	\$0.00000	\$0.00

Comm Code	Manufacturer	Specification	Model #	
81112200				

Extended Description :

Support/Subscription for VMware vCenter Server Standard for 3 years or Equal

See 4.1.3.2 of specifications

Comments: Included in the server price.

Y&Stechnologies

Date 08/15/2019

WV TAX DIVISION Solicitation: TAX2000000002 Michelle L Childers

SERVERS AND VIRTUALIZATION SOFTWARE

Dear Michelle,

Proposal

After extensive research, we are proposing a solution by Lenovo. Lenovo is the leading PC manufacture in the world. Over the past **30 quarters** they have had the highest growth rate of any major PC manufacture in the world. Their US headquarters is located in Raleigh, North Carolina and all tech support is handled by US technicians based out of Atlanta, GA. Lenovo has acquired prestigious accounts, including the NYC Board of Education (largest school district in the country), Clark County School District (Las Vegas) and the United Nations Etc.

Lenovo Corporation has been in business for over 25 years. They began as a small manufacturer of PC clone computers and 10 years ago they purchased the IBM ThinkPad line computers. Just as, IBM they value engineering and quality. The products that they release meets the heights standards of quality and durability. **Gartner**, an independent and well known testing lab, rates Lenovo as the leader in this industry. We will be attaching the **Gartner Table** for your consideration.

.Solution

QTY 9 Severs including the VMware requested

For this solution, we are proposing QTY 9 of the Lenovo Think System SR650 which comes with the 5 year 4 hour onsite response YDYD which exceeds the specifications requested. This configuration exceeds the specifications that you requested. Please see the build below on what we are proposing. I have attached Data sheets on the server for your convenience.

Lenovo System QTY 9 (Configuration is Per Machine)

CONFIGURATION DETAILS

Components	Description	Qty
7X06WS3N00 AUVV	ThinkSystem SR650 - ThinkSystem SR650 2.5"	1 1
B6CK	Chassis with 8, 16 or 24 bays Intel Xeon Gold 6234 8C 130W 3.3GHz Processor	2
B4H4	ThinkSystem 64GB TruDDR4 2933MHz (2Rx4 1.2V) RDIMM	12
AURA	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	1
5977	Select Storage devices - no configured RAID required	1
AUNJ	ThinkSystem RAID 930-8i 2GB Flash PCIe 12Gb Adapter	1
B498	ThinkSystem 2.5" Intel S4510 240GB Entry SATA 6Gb Hot Swap SSD	2
AUR4	ThinkSystem 2U x8/x8/x8 PCIE FH Riser 1	1
AUKL	ThinkSystem 10Gb 2-port Base- T LOM	1
ATZV	Emulex 16Gb Gen6 FC Dual- port HBA	1
AUZW	ThinkSystem I350-T4 PCIe 1Gb 4-Port RJ45 Ethernet Adapter	1
AVWD	ThinkSystem 750W(230/115V) Platinum Hot-Swap Power Supply	2
6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	2
AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	1
AXCA AURD	ThinkSystem Toolless Slide Rail ThinkSystem 2U left EIA Latch Standard	1 1
B0MJ B4NL	Feature Enable TPM 1.2 ThinkSystem SR650 Refresh MB	1 1
AUSF	Lenovo ThinkSystem 2U MS CPU Performance Heatsink	2
AUSZ	ThinkSystem SR650 Service Label LI	1
AVEQ	ThinkSystem 8x1 2.5" HDD Filler	2

AURQ	Lenovo ThinkSystem 2U 3FH Riser Bracket	1
AVEN	ThinkSystem 1x1 2.5" HDD	6
AURR	Filler ThinkSystem M3.5 Screw for	2
AUTJ	Riser 2x2pcs and Planar 5pcs ThinkSystem common Intel	1
AVWJ	Label ThinkSystem 750W Platinum	1
AUTQ	RDN PSU Caution Label ThinkSystem small Lenovo	1
	Label for 24x2.5"/12x3.5"/10x2.5"	
AUTD	ThinkSystem SR650 model number Label	1
AUSG	ThinkSystem SR650 6038 Fan module	1
AURF	Lenovo ThinkSystem 2U 2FH	1
AVWK	Riser Dummy ThinkSystem EIA Plate with	1
AUTA	Lenovo Logo XCC Network Access Label	1
AWF9	ThinkSystem Response time Service Label LI	1
AUSU	ThinkSystem Package for SR650	1
AUNP	FBU345 SuperCap	1
AURS	Lenovo ThinkSystem Memory	12
	Dummy	_
AUSA	Lenovo ThinkSystem M3.5" Screw for EIA	4
B173	Companion Part for XClarity	1
	Controller Standard to	
A)//IO	Enterprise Upgrade in Factory	0
AVJ2 AWFF	ThinkSystem 4R CPU HS Clip	2
AVVEE	ThinkSystem SR650 WW Lenovo LPK	1
AVJ0	ThinkSystem	1
7.100	SR650/ST550/ST558 Super	•
	Cap Cable	
AUSH	MS First 2U 8x2.5" HDD BP Cable Kit	1
AUTF	ThinkSystem 4-7 sequence Label for 2U 2.5"	1
AUTY	ThinkSystem 12-15 sequence	1
AUT1	Label for 24x2.5"Chassis ThinkSystem SR650 Lenovo	1
B0ML	Agency Label Feature Enable TPM on MB	1
A2HP	Configuration ID 01	1

7S06CTO1WW	VMware vSphere SW with	2
	Support	
B2AT	VMware vSphere 6 Enterprise	2
	Plus for 1 Processor w/3Yr	
	Support	
5374CM1	5374 - Configuration Instruction	1
AVE3	ThinkSystem RAID 930-8i 2GB	1
	Flash PCIe 12Gb Adapter	
	placement	
A2JX	Controller 01	1
A2HP	Configuration ID 01	1

VMware

For these solutions we are proposing all items as requested.

Warranty

For all 9 servers Y&S is providing a Lenovo full 5 year 24x7 4 hour onsite warranty YDYD which exceeds the specifications requested.

Terms and conditions

Y&S accepts all terms and conditions of this bid.

Insurance

Y&S Technologies maintains all required commercial insurance policies and will be more than happy to provide proof of insurance if the State requests it.

Pricing

Please see bid paperwork for pricing.

Addendum

Y&s acknowledges addendum number 1

Delivery

We can provide delivery within 14 days ARO. Our price includes shipping and handling.

Y&S References

Y&S has provided solutions like this throughout the country. Here are a few references for your convenience:

- 1) **West Virginia Alcohol Beverage Control Administration.** The point of contact is Randy Haynes. We supplied over 6 Lenovo servers in January of 2018 worth over \$50,000 we were over \$30,000 dollars cheaper than the next bidder.
- 2) **Applied Materials** in Hopewell Junction, NY. Point of Contact is Paul Llanos, Ph #845-227-0298, E-mail Paul Llanos@amat.com. We provided Applied Materials with over \$700,000 worth of System X Server equipment over the past couple of years.
- 3) **Reginal Transportation Authority** in Dayton, OH. Point of Contact is Jim Canaday, Ph #937-425-8320, E-mail <u>jcanaday@greaterdaytonrta.org</u>. We provided 5 Lenovo System X servers with Microsoft Licenses worth over \$189,000 in June 2016.
- 4) **Knoxville Utility Board** in Knoxville, KY. Point of Contact is Rebekah Taylor. Ph #865-558-2307, E-mail Rebekah.taylor@kub.org. KUB purchases over \$150,000 worth of System X servers over the past couple of years.
- 5) **Craven County Schools**, in New Bern, NC. The point of contact is Lori Prescott who can be reached at 252-514-6357 or by E-mail at Lori.prescott@craven.k12.nc,us. We supplied over 750 Lenovo Chromebooks with services valued over \$350, 000 in over the past couple of years.
- 6) **Wilton Public Schools** in Wilton, CT. The point of contact is Helaine Walker who is the senior Admin for the IT Director. Helaine can be reached by 203-834-4874 or by walkerh@wilton.k12.ct.us. We sold over \$575,000 worth of Lenovo Laptops and accessories with Image services.

Point of Contact

Saul Finck (Sales Manager) will be your point of contact for this contract and will assist the States and its personnel in any matters related to this contract. Contact Information is as follows: PH #718-473-0284 Ext 200. E-mail saul@yandstech.com.

Brief History of our Company

Y&S Technologies have been in business for over twelve years with our primary focus on the education and government sector. Our senior staffs have over 40 years of combined experience, selling and servicing the academic and government market. Y & S Technologies was established in the midst of the worst recession since the Great Depression. We have not only survived but we have grown our business every year by a minimum of 20%. We offer our customers highly competitive solutions, the best products at the best prices, and a high level of service and support. These directly contribute to our successful and expanding business.

If you should need any further information please feel free to contact me at your earliest convenience. Thanking for the opportunity to do business with your city.

Saul Finck Sales Manager Y&S Technologies



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

State of West Virginia Request for Quotation 21 - Info Technology

Proc Folder: 609633

Doc Description: Addendum1 - Dell PowerEdge R740 Servers or Equal with VMWARE

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-15	2019-08-21 13:30:00	CRFQ 0702 TAX2000000002	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

VENDOR

US

Vendor Name, Address and Telephone Number:

PESTECHNOLOGIES 383 KINGSton AVESTETT 357 Brooklyn NY 11213 118-473-0284X203

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham (304) 558-2157

brittany.e.ingraham@wv.gov

Signature X

FEIN# 611569225

DATE 08/15/2019

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the one-time purchase of nine servers and virtualization software, per the bid requirements, specifications, terms, and conditions attached to this solicitation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dell PowerEdge R740 Servers or Equal w/ 5 yr Server Warranty	9.00000	EA	# 20.09	4.0 #180.846.

Comm Code	Manufacturer	Specification	Model #	
43211501		000-		
	Lehovo	SK650 EXC	eds sucification the oursel	1

Extended Description:

9 Servers

See 4.1.1 and 4.1.2 of attached specifications

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	VMware vSphere Enterprise Plus for 1 processor or equal	18.00000	EA	to included	to sherains

Comm Code	Manufacturer	Specification	Model #	
43230000	Shallow P.	V (100) 100 1	00 114	
	10/00-11	TS 10 Parsed	6241	

Extended Description:

VMware or Equal

See 4.1.3 of specifications

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Support/Subscription for VMware vSphere 6 Enterprise	18.00000	EA	\$5 Incisies	# O Inclaved

Comm Code	Manufacturer	Specification	Model #	
81112200	16. 4. 4.7.2			
	Munit	75706 cto 11	ASTBARBELD	

Extended Description:

Support/Subscription for VMware vCenter Server Standard for 3 years or Equal

See 4.1.3.2 of specifications

	Document Phase	Document Description	Page 4
TAX2000000002	Final	Addendum1 - Dell PowerEdge R740 Servers	of 4
		or Equal with VMWARE	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ TAX20*02

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Adde	endu	ım I	Numbers Received:			
(Che	ck th	e bo	ox next to each addendum	receive	d)	
	[1	Addendum No. 1]]	Addendum No. 6
	[]	Addendum No. 2]]	Addendum No. 7
	[]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4]	Addendum No. 9
]]	Addendum No. 5]]	Addendum No. 10
furthe discu:	er un ssior	ders	stand that any verbal repre Id between Vendor's repre	esentatio esentativ	n m	addenda may be cause for rejection of this bid. I adde or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding. Company Authorized Signature
						Authorized Signature
				-		Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

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.

Sauffincle sails Manager	
(Name, Title)	
sacrifich soils Manggar	
(Printed Name and Title)	
3/3 Min45toh XVB SEC # 357 BNON 1/10 N7 110	
(Address) 111-473-0284 × 26 3 718-360-9627	3
(Phone Number) / (Fax Number)	
sdain xand Stech. 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.

74 STECHNO 9183
(Company)
for sagifinal sails manager
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative)
(Printed Name and Title of Authorized Representative)
08/15/2014
(Date)
118-472-0284 X203 718-360-9627
(Phone Number) (Fax Number)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for the one-time purchase of nine servers and virtualization software.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" means servers as more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS, 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 Purchasing Division.
 - 2.4 "GB" stands for gigabyte
 - 2.5 "GHZ" stands for gigahertz
 - 2.6 "GUI" stands for graphical user interface
 - 2.7 "KVM" stands for keyboard, video, mouse
 - 2.8 "OEM" stands for original equipment manufacturer which is a company that produces parts and equipment that may be marketed by another manufacturer.
 - 2.9 "RAID" stands for redundant array of independent disks
 - 2.10 "RDIMM" stands for registered dual in-line memory module
 - **2.11 "SSH"** stands for Secure Shell which is a cryptographic network protocol for operating network services securely over an unsecured network
 - 2.12 "TB" stands for terabyte
- 3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:
 - 3.1 Vendor must be the manufacturer or an authorized reseller of its proposed hardware. Agency reserves the right to request proof of authorization. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm

compliance with this experience requirement may be requested after bid opening and prior to contract award.

4. GENERAL REQUIREMENTS:

4.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

4.1.1 Dell PowerEdge R740 Servers or Equal

- **4.1.1.1** Servers must be compatible with agency Microsoft Windows Server 2012 R2 and 2016 and Microsoft SQL Server Enterprise 2014. Servers must not require additional hardware or software to accomplish this compatibility.
- **4.1.1.2** Each server must have a minimum of two (2) processors with a minimum 3.2 GHz speed or greater. Each processor must have eight (8) physical cores.
- **4.1.1.3** Each server must have the capacity to hold a minimum of eight (8) or more hard drives.
- 4.1.1.4 Each server must have a 2U chassis.
- **4.1.1.5** Each server must have a Defective Media Retention option which allows the Agency to retain defective hard disks and SSD/Flash components containing sensitive data.
- **4.1.1.6** Servers must come with a minimum of two (2) solid state drives with a minimum of at least 240GB of space.
- **4.1.1.7** Each server must have a minimum of 768GB of 2666MHz memory (RDIMM).
- **4.1.1.8** Each server must have a minimum 2GB Storage Controller (RAID). Each server must provide backup power for these Storage Controllers.
- **4.1.1.9** Each server must have a minimum of two (2) 10GBASE-T ports, two (2) 16GB Fibre Channel Host Bus Adapter ports, and four (4) 1GB ethernet ports.
- **4.1.1.10** Each server must have redundant 500W power supplies.
- 4.1.1.11 Each server must have a rack mount kit.

- **4.1.1.12** Must have a minimum of one (1) USB 3.0 or 3.1 ports.
- **4.1.1.13** Servers must be new and genuine. Refurbished or secondary market equipment will not be accepted.
- **4.1.1.14** Each server must be assembled by the manufacturer prior to shipping.
- **4.1.1.15** Each server must have remote management license that includes:
 - embedded remote support
 - integrated remote console (IRC/Virtual KVM) support text & graphics
 - remote reboot switch
 - directory service authentication
 - email-based alerting
 - · web-based GUI
 - virtual power buttons
 - SSH command line interfaces

4.1.2 Server Warranty

- **4.1.2.1** Must have a minimum five (5)-year hardware warranty for all hardware contained in Chassis, Vendor must provide OEM-supported replacement parts onsite by next business day.
- **4.1.2.2** Must be supported by firmware and driver updates while under warranty. Use of Open Source software will result in bid disqualification.

4.1.3 VMware or Equal

- 4.1.3.1 VMware vSphere Enterprise Plus or Equal for 1 processor
- **4.1.3.2** Item # BD715AA Production Support/Subscription for VMware vSphere Enterprise Plus for 1 processor for 3 years- technical support, 24-hour Severity 1 Support 7 days a week.

4.1.4 Alternative 'Or Equal' Submission

4.1.4.1 Contract Item if bidding an "or Equal" product will not require the purchase of any additional software or hardware for implementation. If Vendor is submitting an or Equal product, this information must be provided at the time of submitting bid response.

Any documentation supporting such should be submitted with bid response but may be requested before contract award.

5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
 - 5.1.1 Vendor should include with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. <u>This information will be required before Purchase Order is issued.</u>
 - 5.1.2 Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. This information will be required before the Purchase Order is issued.
- **5.2 Pricing Page:** Vendor should complete the Pricing Page. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

Vendors who wish to respond to a centralized Request for Quotation (CRFQ) online may submit information through the state's wvOASIS vendor self-service (VSS). If unable to respond online, vendor must submit their pricing page with their submitted bid prior to the scheduled bid opening date.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendor can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

6. PAYMENT:

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

7. DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within fifteen (15) calendar days after receiving a purchase order.

Contract Items must be delivered to Agency: West Virginia State Tax Department 1001 Lee Street E., Charleston, WV 25301

7.2 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.

- 7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

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

- **8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- **8.1.2** Failure to comply with other specifications and requirements contained herein.
- **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **8.1.4** Failure to remedy deficient performance upon request.
- **8.2** The following remedies shall be available to Agency upon default.
 - **8.2.1** Immediate cancellation of the Contract.
 - 3.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - **8.2.3** Any other remedies available in law or equity.

9. MISCELLANEOUS:

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

Contract Manager:	3 all Fiber	
Telephone Number:	718-473-0284 X203	
Fax Number:	718-380-9627	
Email Address:	Saul @ yahd seech com	

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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

 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; website: www.ethics.wv.gov.

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: #STECHIDD & Address: 383 diags toh A de Stetts				
Brooklyn NY 11213				
Name of Authorized Agent: SACI Finch Address: 3P3 Will Stein x VESTE, # 25				
Name of Authorized Agent: SACI FINCK Address: 3P3 11,495 to 1 x v E S te # 25 3 Contract Number: TO X200000000 2 Contract Description: Servers with Vinuare				
Governmental agency awarding contract: WV Tax Division				
☐ Check here if this is a Supplemental Disclosure				
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):				
1. Subcontractors or other entities performing work or service under the Contract				
Check here if none, otherwise list entity/individual names below.				
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) ☐ Check here if none, otherwise list entity/individual names below.				
Minian Finch 511%				
 3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) Check here if none, otherwise list entity/individual names below. 				
Signature: Date Signed: Date Signed: Date Signed:				
Notary Verification				
State of Colorado, County of Anapaloe:				
entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.				
Taken, sworn to and subscribed before me this				
Notary Public's Signature GARY S. KYLE NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20134007280 MY COMMISSION EXPIRES FEBRUARY 4, 2021				

Revised June 8, 2018

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 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 exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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: RSTechnologies	
Authorized Signature:	Date: 08/15/26/9
State of	
County of Avapahol to-wit:	
Taken, subscribed, and sworn to before me this 16 day of A	1905+ ,2019
My Commission expires <u>02/04/202+2021</u> , 2	02!
AFFIX SEAL HERE NOTAR	Y PUBLIC May S. My

GARY S. KYLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134007280
MY COMMISSION EXPIRES FEBRUARY 4, 2021

Purchasing Affidavit (Revised 01/19/2018)

Lenovo ThinkSystem SR650

High-performance scalable server



For Compute-Intensive Workloads

For medium to large enterprises, and managed and cloud service providers, Lenovo ThinkSystem SR650 is the optimum 2U, two-socket server—the most widely used server type worldwide. It's engineered to deliver high performance with 205W CPUs, low-latency NVMe drives, and high-power GPUs.

With Lenovo's history of reliability, the highly flexible and configurable SR650 is the ideal platform for hyperconverged infrastructure (HCI) or software-defined storage (SDS). It provides a solid foundation for: 1) transforming physical resources into services, using validated designs for hybrid cloud; 2) performing analytics on streaming data, using validated designs for Big Data; and 3) increasing productivity of virtualized transactional systems, using validated designs for OLTP databases.

Versatile and Scalable

ThinkSystem SR650 incorporates up to two powerful Intel® Xeon® processor Scalable family CPUs, with 27 percent more cores and twice the memory capacity of the previous generation server*. It supports two 300W high-performance GPUs and ML2 NIC adapters with shared management. Unique Lenovo AnyBay technology provides the flexibility to mix-and-match SAS/SATA HDDs/SSDs and NVMe SSDs in the same drive bays. Four direct-connect NVMe ports on the motherboard provide ultra-fast read/writes with NVMe drives and reduce costs by eliminating PCle switch adapters. Plus, storage can be tiered for greater application performance, to provide the most cost-effective solution. Optional mirrored M.2 drives ensure reliability and quick OS initialization. SR650 also features 80 PLUS Platinum and Titanium PSUs, as well as continuous operation at 45°C, to reduce energy costs.

Easily Managed

Lenovo XClarity Controller is an all-new hardware embedded management engine common in every ThinkSystem server. XClarity Controller features an uncluttered graphical user interface, industry standard Redfish-compliant REST APIs, and enables booting in half the time of prior generation servers, with up to 6x faster firmware updates.

Lenovo XClarity Administrator is a virtualized application that centrally manages ThinkSystem servers, storage, and networking. Via reusable patterns and policies, it ramps up and scales infrastructure provisioning and maintenance. It serves as a central integration point to extend your data center management processes to physical IT. Running XClarity Integrators in external IT applications, or integrating through REST APIs, helps you further speed services provisioning, streamline IT management, and contain costs.

Lenovo servers continue to be the industry's #1 most reliable', with the industry's highest customer satisfaction¹ rating.

Why Lenovo

Lenovo is the leading provider of x86 systems for the data center. The portfolio includes rack, tower, blade, dense and converged systems, and supports enterprise class performance, reliability and security. Lenovo also offers a full range of networking, storage, software and solutions, and comprehensive services supporting business needs throughout the IT lifecycle.



Specifications

Form Factor/Height	2U rack server	
Number of Processors	Up to 2x Intel® Xeon® Platinum processors, up to 205W	
Memory	Up to 3TB [§] in 24x DIMM slots using 128GB DIMMs; 2666MHz TruDDR4	
Expansion Slots	Up to 7x PCIe 3.0 via multiple riser options, including 1x dedicated PCIe slot for RAID adapter	
Drive Bays	Up to 24 HS bays (incl. 4 or 8 AnyBay): plus up to 2x mirrored M.2 boot (opt. RAID 1)	
HBA/RAID Support	Hardware RAID (up to 24 ports) with flash cache; up to 16-port HBAs	
Security and Availability Features	TPM 1.2/2.0; PFA; HS/redundant drives, fans, and PSUs; 45°C continuous operation; light path diagnostic LEDs; front-access diagnostics via dedicated USB port	
Network Interface	2/4-port 1GbE LOM; 2/4-port 10GbE LOM (Base-T or SFP+); 1x dedicated 1GbE mngmt port	
Power (Energy Star 2.0 compliant)	2x hot swap/redundant: 550W/750W/1100W/1600W 80 PLUS Platinum; or 750W 80 PLUS Titanium	
Systems Management	XClarity Controller embedded management, XClarity Administrator centralized infrastructure delivery, XClarity Integrator plugins, and XClarity Energy Manager centralized server power management	
OSes Supported	Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMware vSphere. Visit lenovopress.com/osig for details.	
Limited Warranty	1- and 3-year customer replaceable unit and onsite service, next business day 9x5; opt. service upgrades	

^{*} Compared to Lenovo x3650 M5.; '2016-2017 Global Hardware, Server OS Reliability Report, ITIC; October 2016.

Featured Options

NVIDIA Tesla P100 16GB PCIe Passive GPU	Intel OPA 100 Series Single-port PCIe 3.0 x16 HFA	2.5-inch 7.68TB SAS 12Gb Hot-Swap SSD
7X67A00068	00WE027	7N47A00122
Designed to boost throughput for HPC and hyperscale data centers	Designed for HPC workloads with low end-to-end latency	High-performance/reliability solution for read/capacity-intensive applications

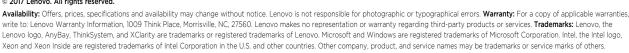
Visit Options for more information.

For More Information

To learn more about the Lenovo ThinkSystem SR650, contact your Lenovo representative or Business Partner or visit www.lenovo.com/thinksystem. For detailed specs, consult the SR650 Product Guide.

Learn more about Lenovo Storage **NEED STORAGE?** www.lenovo.com/systems/storage -----Learn more about Lenovo Services **NEED SERVICES?** www.lenovo.com/systems/services

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¹ 2H16 Corporate IT Buying Behavior and Customer Satisfaction Study, TBR; December 2016.; ⁹ 1.5TB at GA; 128GB DIMMs available in the near future. Available prior to GA via special bid.