




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

Header 1

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 602711

Procurement Type: Central Purchase Order

Vendor ID: 00000205664



Legal Name: OMNI STRATEGIC TECHNOLOGIES INC

Alias/DBA:

Total Bid: \$161,587.30

Response Date: 08/20/2019



Response Time: 16:15

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2000000017

Published Date: 8/12/19

Close Date: 8/22/19

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 DELL RUGGED
LAPTOPS OR EQUAL (63200008)

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 602711

Solicitation Description : ADDENDUM 1 DELL RUGGED LAPTOPS OR EQUAL (63200008)

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-22 13:30:00	SR 0803 ESR08201900000001079	1

VENDOR
000000205664 OMNI STRATEGIC TECHNOLOGIES INC

Solicitation Number: CRFQ 0803 DOT2000000017

Total Bid : \$161,587.30 **Response Date:** 2019-08-20 **Response Time:** 16:15:27

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature on File	FEIN #	DATE
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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	DELL LATITUDE RUGGED LAPTOPS OR EQUAL	70.00000	EA	\$2,308.390000	\$161,587.30

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :	DELL LATITUDE RUGGED LAPTOPS OR EQUAL
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Comments: Bidding Dell Latitude 5420



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: 602711

Doc Description: ADDENDUM 1 DELL RUGGED LAPTOPS OR EQUAL (63200008)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-12	2019-08-22 13:30:00	CRFQ 0803 DOT2000000017	2

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:

Omni Strategic Technologies 304-242-7600
129 Summers Street
Charleston, WV 25301

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X *Paul Phoenix*

FEIN # *55-0665104*

DATE *8/19/19*

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

ADDITIONAL INFORMATION:

THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF SEVENTY (70) DELL LATITUDE 14 5414 OR EQUAL RUGGED LAPTOPS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

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	DELL LATITUDE RUGGED LAPTOPS OR EQUAL	70.00000	EA	2308.39	161,587.30

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

DELL LATITUDE RUGGED LAPTOPS OR EQUAL

SCHEDULE OF EVENTS


Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-08-09

DOT2000000017	Document Phase Final	Document Description ADDENDUM 1 DELL RUGGED LAPTOPS OR EQUAL (63200008)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A Pricing Page

CRFQ DOT2000000017				
TOTAL INSTALLATION & DELIVERY COST				
LOCATION -Building 5, Room 920, Charleston, WV 25305				
Item Number	Quantity	Description	Unit Price	Extended Price
1	70	3.1.1. Dell 5414 Rugged Laptop with four year accidental damage warranty	2308.39	161,587.30
Total Bid Amount				

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 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: Richard Montanye Omni Strategic Technologies

Authorized Signature: [Signature] Date: 5/20/19

State of West Virginia

County of Ohio, to-wit:

Taken, subscribed, and sworn to before me this 20th day of May, 2019.

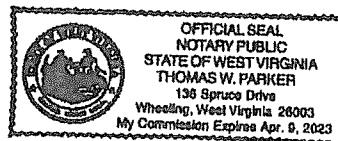
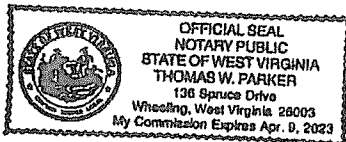
My Commission expires April 9, 2023

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT200000017

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.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Omni Strategic Technologies

Company

Paul Phoenix

Authorized Signature

8/19/19

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

Shipping Group Details

Shipping To

CRYSTAL HUSTEAD
 STATE OF WEST VIRGINIA
 1900 KANAWHA BLVD E WV OFFICE
 TECHNOLOGY,BLDG 5, 10TH FL
 CHARLESTON, WV 25305
 (304) 957-8267

Shipping Method

Standard Delivery

Dell Latitude 5420

Estimated delivery if purchased today:

Aug 22, 2019

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	70	-
8th Gen Intel Core i5-8350U Processor (Quad Core, 6M Cache, 1.7GHz,15W, vPro)	379-BDHC	-	70	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	70	-
No AutoPilot	340-CKSZ	-	70	-
Intel Core i5-8350U Processor Base with Integrated Intel UHD 620 Graphics	338-BPTK	-	70	-
No Out-of-Band Systems Management	631-ABWH	-	70	-
16GB, 2x8GB, 2400MHz DDR4 Non-ECC	370-AEMM	-	70	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BBUB	-	70	-
No Additional IO Ports	590-TEYC	-	70	-
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch	391-BDXO	-	70	-
SYSTEM RATING LABEL	389-DOPP	-	70	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	70	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver	555-BEPC	-	70	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	70	-
WLAN Bracket	575-BBYW	-	70	-
Dell Top Case and Palmrest without Security	346-BEVE	-	70	-
Dell USB,USB,AUDIO,BLANK left I/O module	590-TEYE	-	70	-
No Mobile Broadband Card	362-BBBB	-	70	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	70	-
90 Watt AC Adapter	492-BCNQ	-	70	-
E5 Power Cord (US)	537-BBBD	-	70	-
Quick Referene Guide	340-CHGB	-	70	-
Factory Installed Rigid handle tied sku	540-BCIH	-	70	-
US Order	332-1286	-	70	-
Dummy Airbay Cover	325-BDEH	-	70	-
No Resource DVD / USB	430-XXYG	-	70	-
Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN	-	70	-

Energy Star Certified	387-BBNJ	-	70	-
Regulatory Label included	389-BEYY	-	70	-
Shuttle SHIP Material	328-BCXL	-	70	-
Directship Info Mod	340-CKTD	-	70	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	70	-
No Option Included	340-ACQQ	-	70	-
BTO Standard shipment Air	800-BBGF	-	70	-
No UPC Label	389-BDCE	-	70	-
No Option Included	340-ACQQ	-	70	-
RGB Camera	319-BBFN	-	70	-
ProSupport Plus: Next Business Day Onsite, 1 Year Extended	808-6795	-	70	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	70	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	70	-
ProSupport Plus: Accidental Damage Service, 4 Years	808-6819	-	70	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	808-6822	-	70	-
ProSupport Plus: 7X24 Technical Support, 4 Years	808-6843	-	70	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	70	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	70	-
No Productivity for Federal and Premier	630-AAAXE	-	70	-
No Anti-Virus Software	650-AAAM	-	70	-
Absolute Resilience 5 Year	365-1132	-	70	-
Absolute Installation Fee	365-1245	-	70	-
BIOS - Absolute Setting	376-9455	-	70	-
OS-Windows Media Not Included	620-AALW	-	70	-
TPM Enabled	340-AJPV	-	70	-
System Driver, Dell Latitude 5420	640-BBRG	-	70	-
Dell Developed Recovery Environment	658-BCUV	-	70	-

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.

Paul Phoenix Business Development Associate

(Name, Title)

Paul Phoenix, Business Development Associate

(Printed Name and Title)

129 Summers St. Charleston, WV 25301

(Address)

304-242-7600

(Phone Number) / (Fax Number)

Paul.phoenix@omni performs.com

(email address)

Paul. Phoenix@omni performs.com

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.

Omni Strategic Technologies

(Company)

Paul Phoenix - Business Development Associate

(Authorized Signature) (Representative Name, Title)

Paul Phoenix Business Development Associate

(Printed Name and Title of Authorized Representative)

8/19/19

(Date)

304 242-7600

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
CRFQ DOT2000000017
Dell Latitude 14 5414 Rugged Laptop or Equal (63200008)**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Transportation is soliciting bids to establish a contract for the one-time purchase of (70) Seventy Dell Latitude 14 Rugged 5414 laptops or equal.

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 **(70) Seventy Dell Latitude 14 Rugged 5414 laptops or equal.** Laptop must be provided with the factory installed components listed below:
 - HP Intel i5-6300U processor (3MB Cache Dual cores, 2.40 GHz) or equal.
 - Windows 10 Enterprise 64 English or equal.
 - 16 GB SDRAM – or equal.
 - Minimum 14” HD (1366x768) Non-Touch, with Camera with Privacy Shutter and Microphone– or equal.
 - Integrated Intel HD Graphics 520 – or equal.

5420
51 W B&H

REQUEST FOR QUOTATION
CRFQ DOT200000017
Dell Latitude 14 5414 Rugged Laptop or Equal (63200008)

- Minimum 512 GB Solid State Hard Drive or equal
- Intel Dual Band Wireless-AC 8260 (802.11ac) W/ Bluetooth and driver or equal
- Sealed Internal RGB Backlit English Keyboard or equal.
- Active Pen with Bluetooth launch
- 65W AC Adapter with 6 – Cell (65Wh) Lithium Ion Battery with Express Charge with minimum 40-hour battery life – or equal.
- Manufacturer’s Limited Hardware Warranty Initial Year – or equal.

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

3.1.1.2 Vendor should provide with the bid, a detailed configuration document outlining all the components included in the equipment being specified. Vendor MUST provide documents upon request.

3.1.1.3 Vendor shall provide pricing for a warranty upgrade to provide a total of four years in coverage. 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 accidental falls, water exposure and other forms of unintentional damage.

3.1.1.1 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 should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. Literature MUST be provided upon request.

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.

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Dell Latitude 14 5414 Rugged Laptop or Equal (63200008)

**3.2.1 Absolute Resilience Licensing Software / Support Services –
5 Year Term, or Equal**

3.2.1.1 Vendor must provide (70) licenses for Absolute Resilience Licensing Software / Support Services 5 Year Term, or Equal. Equality will be determined by:

3.2.1.1.1 Vendor must provide data and device security software that enables tracking, monitoring, and provides theft recovery services.

3.2.1.1.2 If a Vendor is unable to recover a lost and/or stolen device, the Vendor must reimburse the State for the cost of the machine at the time of purchase.

3.2.1.1.3 Five years' coverage must begin at activation of license.

3.2.1.1.4 Vendor's software must allow for centralized management of software.

3.2.1.1.5 If a Vendor is providing Absolute licensing, all licenses procured under this agreement must be added to the State's current Absolute Account #208587.

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

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

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

**REQUEST FOR QUOTATION
CRFQ DOT2000000017
Dell Latitude 14 5414 Rugged Laptop or Equal (63200008)**

3.2.2 Alternate 'or Equal' Submission

3.2.2.1 Vendor submitting an alternate brand should include documentation confirming the ability to provide all services contained within the licensing of Absolute Resilience. Vendor must provide this information upon request.

3.2.2.2 Vendor must include alternate brand information with alternative part numbers and brand on Pricing Sheets.

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

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 the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a total cost for the hardware being requested. 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.

5. PAYMENT:

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

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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 workdays 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 920. All 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 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.

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- 6.6 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither the Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
- a. been a party to any collusion with any other potential or actual bidders, federal or state officials or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. been a party to any discussions between or among potential or actual bidders and any federal or state official employee as to quantity, quality or price in contract, or any other terms of contract;
 - c. been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning the exchange of money or other thing of value for special consideration in the letting or award of this contract;
 - d. exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - e. otherwise taken any action in restraint of free competitive bidding.
- (1) Contractor further affirms that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of the Contractor, has:
- a. made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company associations, organization or corporation and that the bid is genuine and is not a sham;
 - b. directly or indirectly colluded, conspired, connived or agreed with any potential or actual bidder or anyone else to put in a sham bid; otherwise taken any action to put in a sham bid.

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.

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Dell Latitude 14 5414 Rugged Laptop or Equal (63200008)

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.