



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 | Clarification Request

Procurement Folder: 813723

Procurement Type: Central Purchase Order

Vendor ID: VS0000015320 

Legal Name: NETRAID LLC

Alias/DBA:

Total Bid: \$230,400.00

Response Date: 12/17/2020 

Response Time: 12:33

Responded By User ID: netraid 

First Name: Matthew

Last Name: Langan

Email: matt@netraid.com

Phone: 8556387243

SO Doc Code: CRFQ

SO Dept: 0702

SO Doc ID: TAX2100000004

Published Date: 12/15/20

Close Date: 12/17/20

Close Time: 13:30

Status: Closed

Solicitation Description: Dell Pro Support for Enterprise for VNX5400 SAN or equal

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EMC VNX 5400 Pro Support for Enterprise 1st Year	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175203491)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	EMC VNX 5400 2nd Year Maintenance/ Support	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175203491)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	EMC VNX 5400 3rd Year Maintenance/ Support	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175203491)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	EMC VNX 5400 4th Year Maintenance/ Support	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175203491)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	EMC VNX 5400 Pro Support for Enterprise 1st Year	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175111559)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	EMC VNX 5400 2nd Year Maintenance/ Support	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175111559)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	EMC VNX 5400 3rd Year Maintenance/ Support	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175111559)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	EMC VNX 5400 4th Year Maintenance/ Support	1.00000	EA	25920.000000	25920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# APM00175111559)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	DS-6505B Switches Pro Support for Enterprise 1st Year	1.00000	LS	5760.000000	5760.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# BRCCCD4028N0CN, BRCCCD1927P02L, BRCCCD4028N0CE, BRCCCD4038N0HL)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	DS-6505B Switches 2nd Year Maintenance/ Support	1.00000	LS	5760.000000	5760.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# BRCCCD4028N0CN, BRCCCD1927P02L, BRCCCD4028N0CE, BRCCCD4038N0HL)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	DS-6505B Switches 3rd Year Maintenance/ Support	1.00000	LS	5760.000000	5760.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# BRCCCD4028N0CN, BRCCCD1927P02L, BRCCCD4028N0CE, BRCCCD4038N0HL)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	DS-6505B Switches 4th Year Maintenance/ Support	1.00000	LS	5760.000000	5760.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Commodity Line Comments:

Extended Description:

Please see 4.1.1 of the attached specifications
(SN# BRCCCD4028N0CN, BRCCCD1927P02L, BRCCCD4028N0CE, BRCCCD4038N0HL)



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 813723	Reason for Modification: To issue Addendum #1 agency responses to vendor questions
Doc Description: Dell Pro Support for Enterprise for VNX5400 SAN or equal	
Proc Type: Central Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2020-12-03	2020-12-17 13:30	CRFQ 0702 TAX2100000004	2

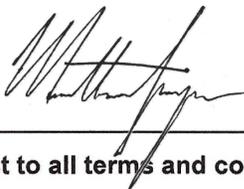
BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000015320
 Vendor Name : NETRAID
 Address : HQ
 Street : 225 Wimpole Drive
 City : Rochester Hills
 State : Michigan Country : USA Zip : 48309
 Principal Contact :Matthew Langan
 Vendor Contact Phone: 855-638-7243 Extension: 558

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X  FEIN# 73-1702250 DATE 12/17/2020

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

ADDITIONAL INFORMATION

Addendum
 Addendum #1 issue to publish the attached documentation to the vendor community

 Request for Quotation - Open End Contract
 The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for Dell EMC Pro Support for Enterprise or equal for two Agency owned EMC VNX 5400 SANs and 4 Connectrix DS-6505B SAN switches per the specifications and terms and conditions attached hereto.

INVOICE TO	SHIP TO
TAX DIVISION OF PO BOX 11748 CHARLESTON WV 25339-1748 US	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 1 CHARLESTON WV 25301-1725 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EMC VNX 5400 Pro Support for Enterprise 1st Year	1.00000	EA		\$25,920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description:
 Please see 4.1.1 of the attached specifications
 (SN# APM00175203491)

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748		TAX DIVISION OF REVENUE CENTER	
CHARLESTON	WV 25339-1748	1001 LEE ST E, STE 1 CHARLESTON	WV 25301-1725
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	EMC VNX 5400 2nd Year Maintenance/Support	1.00000	EA		\$25,920.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description:
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	EMC VNX 5400 3rd Year Maintenance/Support	1.00000	EA		\$25,920.00

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	EMC VNX 5400 4th Year Maintenance/Support	1.00000	EA		\$25,920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	EMC VNX 5400 Pro Support for Enterprise 1st Year	1.00000	EA		\$25,920.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description:

Please see 4.1.1 of the attached specifications

(SN# APM00175111559)

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	EMC VNX 5400 2nd Year Maintenance/Support	1.00000	EA		\$25,920.00

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	EMC VNX 5400 3rd Year Maintenance/Support	1.00000	EA		\$25,920.00

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	DS-6505B Switches Pro Support for Enterprise 1st Year	1.00000	LS		\$5,760.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description:

Please see 4.1.1 of the attached specifications

(SN# BRCCCD4028N0CN, BRCCCD1927P02L, BRCCCD4028N0CE, BRCCCD4038N0HL)

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748		TAX DIVISION OF REVENUE CENTER	
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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	DS-6505B Switches 2nd Year Maintenance/ Support	1.00000	LS		\$5,760.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description:

Please see 4.1.1 of the attached specifications

(SN# BRCCCD4028N0CN, BRCCCD1927P02L, BRCCCD4028N0CE, BRCCCD4038N0HL)

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	DS-6505B Switches 3rd Year Maintenance/ Support	1.00000	LS		\$5,760.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	DS-6505B Switches 4th Year Maintenance/ Support	1.00000	LS		\$5,760.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description:

Please see 4.1.1 of the attached specifications

(SN# BRCCCD4028N0CN, BRCCCD1927P02L, BRCCCD4028N0CE, BRCCCD4038N0HL)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

NETRAID

Company



Authorized Signature

12/17/2020

Date

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



Capability Statement

NETRAID was founded in 2004, has been providing comprehensive multi-vendor data center hardware maintenance services and solutions nationwide for over 16 years offering onsite hardware support for all major OEM's nationwide. With the ability to provide 24x7x2 hour onsite support.

Since that time, our company has become authorized resellers and partners for Dell, HPE, EMC, IBM, Nexsan, Cisco and many more. We have direct access to onsite support with all major OEM's as needed. The ability to use OEM personnel allows us to escalate any maintenance issue if needed, by contacting the OEM directly. This includes emergency services. We have been servicing these types of equipment for many years.

NETRAID will provide service on the agreed service level agreement for hardware maintenance. All service calls will be placed to a dedicated 800 number or through our online portal. We offer the ability for your staff to open tickets anytime directly online, via email or phone. Service begins the moment a service request is placed. The online portal and service numbers are monitored 24/7 with service beginning by diagnosing the maintenance issue using a number of techniques which include; error messages, symptoms, and error codes.

Care packages will also be placed onsite; prior to failure. This will further reduce downtime to minutes instead of hours. This ensures timely parts will be available to you when a hardware failure is reported. The inventory will be defined upon contract execution and stocked. A typical inventory of parts placed onsite, prior to failure, includes hard drives, ram, and power supplies, boards.

We have multiple highly qualified engineers that we employ based on performance and equipment needs of the customer. Technicians are located within a 20 mile radius of the data center to ensure a 4 hour response time with parts. NETRAID prides itself on its engineers. We understand very well that our product per se is technical service. Therefore, our service engineers must be the very best in the industry.

In order to ensure that the service we deliver is just as exemplary, NETRAID has various systems, tools, and processes to screen and manage our engineers. Engineer assignment is done manually, not through a bulletin board or bidding process.

More detailed information can be found in our attached Service Delivery Process, Call Flow Process and Total Call Ownership..

We thank you for the opportunity and look forward to serving you as one of our customers in the near future.

Thank you,

A handwritten signature in black ink, appearing to read "Matthew Langan".

Matthew Langan
Director of Operations



Call Flow Process

NETRAID has defined processes that govern the way we handle calls from beginning to end. NETRAID's typical call flow for a Break-Fix service call is listed below:

1. Service call comes into our Customer Care Center or online at our PowerPanel Online Management System.
2. Independent of the service call entry process, the agent who receives the request enters the pertinent information into our call management system. This would include:
 - a. Customer Name
 - b. Customer Address
 - c. Customer City, State, Zip
 - d. Point of Contact Name
 - e. Point of Contact Phone
 - f. Customer Reference Number (optional)
 - g. Equipment Model #
 - h. Equipment Serial #
 - i. Problem Description
 - j. Troubleshooting Performed (optional)
 - k. Parts Required (optional)
3. Once the agent enters this information, he/she will place the call in queue for our technical support team.
4. Our technical support team will telephone the customer within 1 hour of call entry to do problem determination in order to determine the parts needed.
 - a. NETRAID does not simply dispatch a technician onsite to do the part diagnosis. NETRAID performs phone triage in order to obtain a First Time Fix (FTF).
 - i. Once the part has been identified the ticket is submitted to our dispatch queue for a technician to be assigned.
 - ii. If the problem determination cannot be made, the call will be placed in our dispatch queue for a technician to be dispatched the within the required SLA to diagnose and replace parts or order parts in necessary.
5. The Technical Assignment Group agent will identify the appropriate engineer to which the service call should be dispatched. The appropriate engineer is determined using a custom built management tool that stores all information about our engineers.
6. The Technical Assignment Group matches an engineer based on the zip code, equipment skill, certification, availability, and customer satisfaction ratings.
7. The Technical Assignment Group personally calls the engineer to ensure that he/she is available and can work on the equipment in question to fully qualify the tech prior to dispatch.
8. The Technical Assignment Group also reviews the customer specific information with the engineer, including who he/she is representing and the process for this customer, as well as sending him/her the correct paperwork for the event. This paperwork will contain a signature sheet for the client (called an RFS), the specific instructions for this service call, and any additional material that may be needed
9. Once the engineer is confirmed, the Technical Assignment Group conferences the engineer in with the client to set the appropriate ETA..



Call Flow Process

10. The Client Relationship Specialist then calls the engineer again and reviews with him/her the client information and the ETA.
11. The engineer arrives on-site and calls into our Customer Care Center to note that he/she is onsite.
12. If the engineer has any technical questions while on-site or once they are finished their diagnosis, the engineer will call into our Helpdesk, and the correct part will be determined. If there is any difficulty in performing this triage, the OEM or part vendor of the unit in question will be brought in via phone to assist.
13. The Helpdesk agent identifies the part number required for the failing unit and places the call into our Logistics queue.
14. The Logistics agent is then responsible for procuring the part from the best available source within the SLA, whether it be onsite or for delivery. This agent will check client stocking locations, forward stock locations, engineer stock locations, and then the best available vendor. If the part is not available at a stocking location onsite or near the service location, it is sent Next Day Air or Same Day Critical from the appropriate stocking location.
15. The part arrives within the SLA, and the Client Relationship Specialist manages the ETA with the customer and the engineer to complete the repair.
16. The engineer arrives on-site, installs the part, and repairs the machine. If another part is required, the engineer will call back into our Help desk, repeating the process from above.



Service Delivery Process

NETRAID provides a wide range of coverage to our customers in order to better provide the expected service delivery. We are available to provide service up to 24 hours a day, 7 days a week including holidays. We can customize a Service Level Agreement to meet your needs. If you would like more information on these, please contact your Representative.

There are many different departments that work together at NETRAID to attain the World Class Service that we deliver. Below you will find a list of our departments and what you can expect from each.

Call Center – All calls are routed to this department. If the customer is not using our web based call management tool, they can phone in to the call center to open a service order. Additionally, if the customer has any questions or concerns and cannot contact their dedicated account manager, they may call the Call Center for assistance.

PowerPanel Online Management – All customers are provided with an account to our web based support and billing tool. This tool allows you to place, interact with, and open tickets on all service events placed with NETRAID, as well as managing invoices and payments. All users are presented with training on how to utilize this program to its fullest capabilities. If you would like more information on this program, please contact your Representative.

Technical Support – Once a service order is opened, our Technical Support Department will contact the site contact in an attempt to triage the malfunction on the unit. It is their goal to make a part determination at the opening of a ticket. Our tech support group has many resources available, including 3rd party vendors as well as electronic resources. In addition to the resources, our tech support undergoes weekly “hands-on” training classes on our customer’s assets.

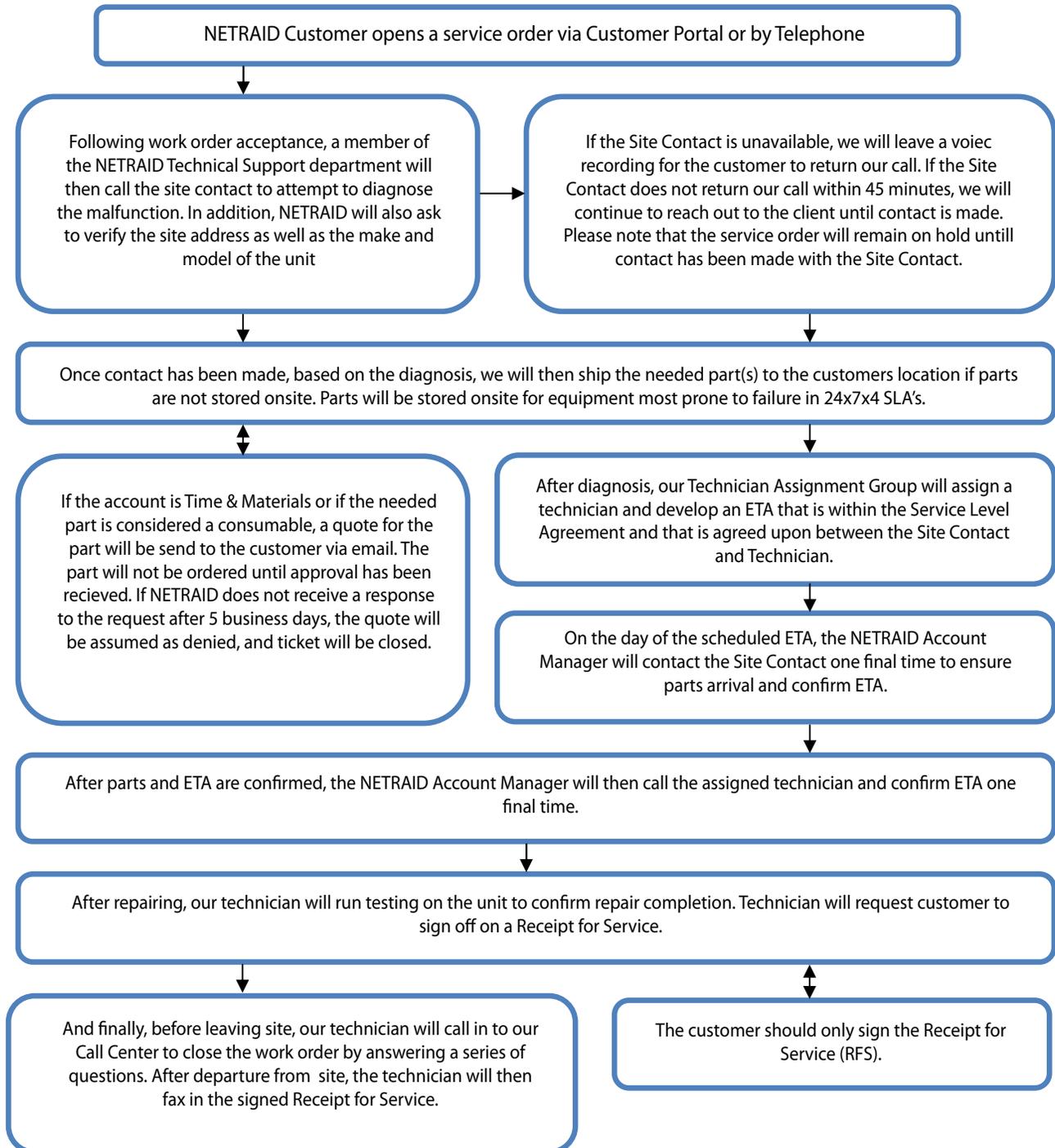
Logistics – Once the needed part is determined and is not available onsite, our Logistics Department procures the part same business day. Based on the customer’s contract, the part will be ordered and shipped to the site overnight. Once the quote is approved, the part will be shipped via overnight delivery in order to ensure next day fix.

Technician Assignment Group (TAG) – After tech support makes contact with the site contact, our TAG group will then make contact with the technician who is assigned to that area and review the scope of work, and ensure that he/she is fully confident and capable. The TAG agent will then confirm the technician is available to service the work order within the SLA. If the technician meets all of the previous requirements, they will then agree on an ETA. After ETA has been established with the technician, the site contact will be contacted to confirm that the ETA is convenient for them. If the ETA needs to be revised, our TAG will return to the technician and make the necessary arrangements.

Service Engineers – NETRAID prides itself on its engineers, also referred to as Technicians. We understand very well that our product per se is technical service. Therefore, our service engineers must be the very best in the industry. In order to ensure that the service we deliver is just as exemplary, NETRAID has various systems, tools, and processes to screen and manage our engineers.

Client Relationship Specialists (CRS) – Each customer has an assigned CRS, also known as Account Manager who oversees all activities made on a service order. The CRS is responsible for ensuring all of the above is done correctly and within a timely manner. They are also responsible for confirming the ETA with both the technician and the site contact to ensure nothing has changed. And finally, they are the main point of contact here at NETRAID and are to keep all parties updated with each work order and handle any and all escalations that may occur.

Service Delivery Process





Total Call Ownership

TOTAL CALL OWNERSHIP – It's in every service ticket we do. Your dedicated Customer Relationship Specialist (CRS) is your Single Point of Contact for Service Events. Your CRS provides real-time monitoring with proactive issue resolution by managing all phases of the service call.

PHASE 1 – TICKET OPEN is the initiation of every service event requested by our clients and managed by NETRAID. Service requests can be opened via:

- Telephone
- E-mail
- Our proprietary web-based service portal - PowerPanel

PHASE 2 – TECHNICIAN ASSIGNMENT is done manually, not through a bulletin board or bidding process. Our technician assignment group contacts the technician directly and confirms availability. We also maintain documentation that our technician is:

- Minimum of A+ Certified
- Qualified to Service the Specific Equipment
- "Real World Experienced" – not just "book smart"

PHASE 3 – DIRECT COORDINATION with the service location ensures that our technician and the point of contact at the service address are able to set the on-site appointment as quickly as possible. We make the calls to:

- Schedule Availability
- Follow up to re-confirm appointment
- Close the ticket and get feedback on Service Quality

PHASE 4 – PLATINUM LEVEL TRIAGE is conducted by our Premier Service Level Tech Support staff. Our access to over 20 Major OEM support centers provides

- Competent and Accurate remote diagnosis
- Quick resolution to un-common errors
- Fast and Detailed prognosis for on-site resolution

What does Total Call Ownership mean to you?

Quite Simply Peace of Mind

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: 12/10/2020 @ 4:00 pm ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Joseph.E.HagerIII@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:
BUYER: Josh Hager
SOLICITATION NO.: CRFQ TAX 2100000004
BID OPENING DATE: See Next Page
BID OPENING TIME: See Next Page
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 _____ 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: 12/17/2020 @ 1:30 pm ET

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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 upon award _____ and extends for a period of 1 (one) 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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to 3 (three) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

NA for NA

Liquidated Damages Contained in the Specifications

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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 § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

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. 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>.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

35. 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.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. 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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. 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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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.

43. 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

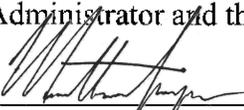
“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.



Director of Operations
(Name, Title)
Matthew Langan Director of Operations

(Printed Name and Title)
225 Wimpole Drive Rochester Hills, MI 48309

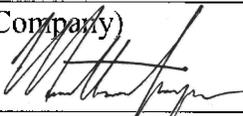
(Address)
855-638-7243 x558 855-638-7243

(Phone Number) / (Fax Number)
matt@netraid.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.

NETRAID

(Company)


(Authorized Signature) (Representative Name, Title)
Matthew Langan Director of Operations

(Printed Name and Title of Authorized Representative)

12/17/2020

(Date)

855-638-7243 x558 855-638-7243

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Dell Pro Support for Enterprise or Equal

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish a contract for Dell EMC Pro Support for Enterprise or equal for two Agency owned EMC VNX 5400 SANs and 4 Connectrix DS-6505B SAN switches. Current support for serial numbers listed on Exhibit A Pricing Page expires on 12/8/2020.

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 Services” means enterprise support contract as more fully described in these specifications.

2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must be a Dell Partner.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Dell EMC Pro Support for Enterprise or Equal

4.1.1.1 The Vendor must provide hardware and software coverage for all hardware listed in Exhibit A – Pricing Page for a minimum of 12 months from date of award.

4.1.1.2 Must be able to request support by telephone or web interface.

REQUEST FOR QUOTATION
Dell Pro Support for Enterprise or Equal

- 4.1.1.3** Must have 24x7 access to online support tools.
- 4.1.1.4** Must have a 4-Hour Mission Critical On-Site Response for hardware issues that is available seven days each week, twenty-four (24) hours a day including holidays.
- 4.1.1.5** Must have Next Business Day replacement parts delivery. Replacement parts will be installed by Dell unless the Agency agrees to install.
- 4.1.1.6** Must have Proactive Solid State Drive Replacement.
- 4.1.1.7** Must have Disk Media Retention.
- 4.1.1.8** Must have rights to new software releases when they become available. Agency must be able to receive all software updates directly from the OEM.
- 4.1.1.9** Must have 24x7 Remote Monitoring and Repair option.
- 4.1.1.10** Current Maintenance and support began on 12/9/2019 and expires/expired on 12/8/2020
- 4.1.1.11** Maintenance and Support under the initial term of this Contract will be for the period beginning upon award and expiring 12/8/2021. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.
- 4.1.1.12** Reinstatement fees for lapsed supports must be included in the first year of maintenance and support costs, if applicable.
- 4.1.1.13** Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

REQUEST FOR QUOTATION
Dell Pro Support for Enterprise or Equal

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. This contract will be awarded for one year with three optional renewals. The first year will start upon award and expire as of 12/8/2021. Any reinstatement fees must be included in year 1 pricing.

Contract will be evaluated based on the total bid amount and awarded for the first year only.

5.2 Pricing Page: Vendor should enter pricing into the commodity lines in wvOasis if submitting bid online or electronically enter the information into the Exhibit A Pricing page and include as an attachment.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay the flat fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL:

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION
Dell Pro Support for Enterprise or Equal

- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

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

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Dell Pro Support for Enterprise or Equal

11. MISCELLANEOUS:

11.1. 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Exhibit A - Pricing Page
Dell Pro Support for Enterprise or Equal

Item #	Item Description	Level of Support Bid	Unit of Measure	Quantity	Year 1 Cost (Commodity Line 1)	Year 2 Cost (Commodity Line 2)	Year 3 Cost (Commodity Line 3)	Year 4 Cost (Commodity Line 4)	Total Cost Years 1-4
4.1.1	Dell Pro Support for Enterprise or equal for Dell EMC VNX 5400 SAN (Serial Number APM00175203491)		Each	1	\$ 25,920.00	\$ 25,920.00	\$ 25,920.00	\$ 25,920.00	\$ 103,680.00
Item #	Item Description	Level of Support Bid	Unit of Measure	Quantity	Year 1 Cost (Commodity Line 5)	Year 2 Cost (Commodity Line 6)	Year 3 Cost (Commodity Line 7)	Year 4 Cost (Commodity Line 8)	Total Cost Years 1-4
4.1.1	Dell Pro Support for Enterprise or equal for Dell EMC VNX 5400 SAN (Serial Number APM00175111559)		Each	1	\$ 25,920.00	\$ 25,920.00	\$ 25,920.00	\$ 25,920.00	\$ 103,680.00
Item #	Item Description	Level of Support Bid	Unit of Measure	Quantity	Year 1 Cost (Commodity Line 9)	Year 2 Cost (Commodity Line 10)	Year 3 Cost (Commodity Line 11)	Year 4 Cost (Commodity Line 12)	Total Cost Years 1-4
4.1.1	Dell Pro Support for Enterprise or equal for Connectrix DS-6505B SAN switches (Serial Numbers BRCCCD4028NOCN, BRCCCD1927P02L, BRCCCD4028NOCE, BRCCCD4038NOHL)		Lump Sum	1	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00	\$ 23,040.00
								Total Bid Amount	\$ 230,400.00

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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____