



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.



Go



Header 12

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1142514

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000036870



Legal Name: R3 UNIQ INC.

Alias/DBA: R3 UNIQ INC. dba Quadyster

Total Bid: \$86,917.68

Response Date: 01/17/2023



Response Time: 1:38

Responded By User ID: bizdev



First Name: Rajasree

Last Name: Chimpidi

Email: bizdev@quadyster.com

Phone: 309-781-5733

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2300000022

Published Date: 1/10/23

Close Date: 1/17/23

Close Time: 13:30

Status: Closed

Solicitation Description: BTO248-22 Dell PowerEdge R650 or equivalent

Total of Header Attachments: 12

Total of All Attachments: 12



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

State of West Virginia
Solicitation Response

Proc Folder: 1142514
Solicitation Description: BTO248-22 Dell PowerEdge R650 or equivalent
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2023-01-17 13:30	SR 0313 ESR01172300000003163	1

VENDOR
VS0000036870 R3 UNIQ INC.

Solicitation Number: CRFQ 0313 DEP2300000022
Total Bid: 86917.67999999999301508069038
Response Date: 2023-01-17
Response Time: 01:38:12
Comments: Payment terms: Net 30days
More details: attached

FOR INFORMATION CONTACT THE BUYER Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov		
Vendor Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Dell PowerEdge R650 or equivalent	8.00000	EA	10864.710000	86917.68

Comm Code	Manufacturer	Specification	Model #
43211501			

Commodity Line Comments: Detailed sales offer, terms and specifications included are attached.

Extended Description:

Dell PowerEdge R650 or equivalent

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Shipping				0.00

Comm Code	Manufacturer	Specification	Model #
78121603			

Commodity Line Comments: Shipping is included in given price.
Detailed Sales offer: attached

Extended Description:

FREIGHT FEE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Support Base Year 1				0.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments: Support is included in the given price.
Detailed Sales offer: attached

Extended Description:

Support Base Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Support Renewal Year 2				0.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments: Support is included in given price.
Detailed Sales offer: attached

Extended Description:

Support Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Support Renewal Year 3				0.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments: Support is included in given price.
Detailed Sales offer: attached

Extended Description:
Support Renewal Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Support Renewal Year 4				0.00

Comm Code	Manufacturer	Specification	Model #
81111812			

Commodity Line Comments: Support is included in given price.
Detailed Sales offer: attached

Extended Description:
Support Renewal Year 4



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
Info Technology

Proc Folder: 1142514

Doc Description: BTO248-22 Dell PowerEdge R650 or equivalent

Reason for Modification:

Addendum #1 issued to publish agency responses to all vendor submitted questions.

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-04	2023-01-11 13:30	CRFQ 0313 DEP2300000022	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS00000036870

Vendor Name : R3 UNIQ INC. DBA QUADYSTER

Address : 2535 Tech Dr. Suite# 304

Street : 2535 Tech Dr. Suite# 304

City : Bettendorf

State : IA

Country : USA

Zip : 52722

Principal Contact : Pavani Rampalli

Vendor Contact Phone: (563)-823-8505

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor Signature X

FEIN# TIN: 205625271

DATE 1/15/2023

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish a contract for the one-time purchase of Eight (8) Dell PowerEdge R650 Server computers or equal per the attached specifications and terms and conditions.

INVOICE TO				SHIP TO			
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US				ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dell PowerEdge R650 or equivalent	8.00000	EA	\$10,864.71	\$86,917.68

Comm Code	Manufacturer	Specification	Model #
43211501	Dell	attached seperately	210-AYJZ

Extended Description:
Dell PowerEdge R650 or equivalent

INVOICE TO				SHIP TO			
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US				ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shipping			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
78121603	N/A	shipping	N/A

Extended Description:
FREIGHT FEE

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Support Base Year 1			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	attached seperately	

Extended Description:

Support Base Year 1

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Support Renewal Year 2			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	attached seperately	

Extended Description:

Support Renewal Year 2

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Support Renewal Year 3			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	attached seperately	

Extended Description:
Support Renewal Year 3

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Support Renewal Year 4			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	attached seperately	

Extended Description:
Support Renewal Year 4

SCHEDULE OF EVENTS		
Line	Event	Event Date

SOLICITATION NUMBER: CRFQ 0313 DEP2300000022

Addendum Number:

No.01

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to all vendor submitted questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

RFI: Questions from vendors for CRFQ DEP 23*22 Dell PowerEdge R6550 or Equal

Q.1. I noticed that for the RFQ – there are no fibre channel cables specified for the servers. Are they needed?

A. No.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP23*22

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.

R3 UNIQ INC. DBA QUADYSTER

Company



Authorized Signature

1/15/2023

Date

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

Revised 6/8/2012



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
Info Technology

Proc Folder: 1142514

Doc Description: BTO248-22 Dell PowerEdge R650 or equivalent

Reason for Modification:

Addendum #2 issued to publish additional vendor questions and extend bid due date.

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2023-01-10	2023-01-17 13:30	CRFQ 0313 DEP2300000022	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS00000036870

Vendor Name : R3 UNIQ INC. DBA QUADYSTER

Address : 2535 Tech Dr. Suite# 304

Street : 2535 Tech Dr. Suite# 304

City : Bettendorf

State : IA

Country : USA

Zip : 52722

Principal Contact : Pavani Rampalli

Vendor Contact Phone: (563)-823-8505

Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# TIN: 205625271

DATE 1/15/2023

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish a contract for the one-time purchase of Eight (8) Dell PowerEdge R650 Server computers or equal per the attached specifications and terms and conditions.

INVOICE TO				SHIP TO			
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US				ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dell PowerEdge R650 or equivalent	8.00000	EA	\$10,864.71	\$86,917.68

Comm Code	Manufacturer	Specification	Model #
43211501	Dell	Attached seperately	210-AYJZ

Extended Description:

Dell PowerEdge R650 or equivalent

INVOICE TO				SHIP TO			
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US				ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shipping			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
78121603	N/A	Shipping	N/A

Extended Description:

FREIGHT FEE

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Support Base Year 1			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	attached seperately	

Extended Description:
Support Base Year 1

INVOICE TO			SHIP TO		
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Support Renewal Year 2			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	attached seperately	

Extended Description:
Support Renewal Year 2

INVOICE TO			SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Support Renewal Year 3			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	attahed seperately	

Extended Description:
Support Renewal Year 3

INVOICE TO			SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Support Renewal Year 4			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	Attached seperately	

Extended Description:
Support Renewal Year 4

SCHEDULE OF EVENTS

Line	Event	Event Date
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SOLICITATION NUMBER: CRFQ 0310 DEP2300000022

Addendum Number:

No.02

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to additional vendor submitted questions. No more additional questions will be accepted.
2. To extend bid due date until 01/17/2023

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

RFI: Questions from vendors for CRFQ DEP 23*22 Dell PowerEdge R6550 or Equal

Q.1. I noticed that for the RFQ – there are no fibre channel cables specified for the servers. Are they needed?

A. No.

Q.2. The solicitation requests a single SSD for data storage, which makes a RAID configuration impossible and causes concern for redundancy and data storage. Our main question is: Does the WVDEP need additional drives for storage and/or RAID configuration purposes on these servers?

A. A single drive is fine. The word RAID is not in the RFQ.

Q.3. Additionally, when Addendum 1 was published, it answered "No" to a question about whether fiber channels were needed on the machines. However, in the solicitation document, line 3.1.1.15 on page 28 requests fiber channels to be included on the servers. We believed this to be an error due to this line being hidden at the top of page 29, but wanted to clarify whether fiber channels were needed nonetheless?

A. No error, We have cables. These servers will be booted from SAN.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP23*22

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 checked="" 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.

R3 UNIQ INC. DBA QUADYSTER

Company



Authorized Signature

1/15/2023

Date

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



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
Info Technology

Proc Folder: 1142514			Reason for Modification:
Doc Description: BTO248-22 Dell PowerEdge R650 or equivalent			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-12-20	2023-01-11 13:30	CRFQ 0313 DEP2300000022	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000036870
Vendor Name : R3 UNIQ INC. DBA QUADYSTER
Address : 2535 Tech Dr. Suite# 304
Street : 2535 Tech Dr. Suite# 304
City : Bettendorf
State : IA **Country :** USA **Zip :** 52722
Principal Contact : Pavani Rampalli
Vendor Contact Phone: (563)-823-8505 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# TIN: 205625271

DATE 1/15/2023

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish a contract for the one-time purchase of Eight (8) Dell PowerEdge R650 Server computers or equal per the attached specifications and terms and conditions.

INVOICE TO				SHIP TO			
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US				ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dell PowerEdge R650 or equivalent	8.00000	EA	\$10,864.71	\$86,917.68

Comm Code	Manufacturer	Specification	Model #
43211501	Dell	Attached seperately	210-AYJZ

Extended Description:
Dell PowerEdge R650 or equivalent

INVOICE TO				SHIP TO			
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US				ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Shipping			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
78121603	N/A	Shipping	N/A

Extended Description:
FREIGHT FEE

INVOICE TO			SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Support Base Year 1			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	Attached seperately	

Extended Description:

Support Base Year 1

INVOICE TO			SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Support Renewal Year 2			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	Attached seperately	

Extended Description:

Support Renewal Year 2

INVOICE TO			SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Support Renewal Year 3			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	Attached seperately	

Extended Description:
Support Renewal Year 3

INVOICE TO			SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US			ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Support Renewal Year 4			0.00	0.00 (Included)

Comm Code	Manufacturer	Specification	Model #
81111812	Dell	Attached seperately	

Extended Description:
Support Renewal Year 4

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: 01/03/2023 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2300000022

BID OPENING DATE: See next page

BID OPENING TIME: See next page

FAX NUMBER: 304-558-3970

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: 01/11/2023 @ 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: 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: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ 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 180 (one hundred eighty) days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☒ the contract will continue for 1 (one) years;

☒ the contract may be renewed for 3 (three) successive 1 (one) 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: One Million (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.

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Pavani Rampalli, Manager

(Address) 2535 Tech Dr. Suite# 304, Bettendorf, IA 52722


(Phone Number) / (Fax Number) (563)-823-8505 / (563) 823-8864

(Email address) prampalli@quadyster.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

R3 UNIQ INC. DBA QUADYSTER

(Company) 

(Signature of Authorized Representative)

Pavani Rampalli, Manager, 01/16/2023

(Printed Name and Title of Authorized Representative) (Date)

(563)-823-8505 / (563) 823-8864

(Phone Number) (Fax Number)

prampalli@quadyster.com

(Email Address)

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 checked="" 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.

R3 UNIQ INC. DBA QUADYSTER

Company



Authorized Signature

01/16/2023

Date

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

REQUEST FOR QUOTATION
Dell PowerEdge R650 or Equivalent Server

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish a contract for the one-time purchase of Eight (8) Dell PowerEdge R650 or equivalent Server computers.
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 Server computers 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 Purchasing Division.
 - 2.4 **“GB”** means 1024 Bytes, where a Byte is 8 bits of information. A bit is a single yes or no value.
 - 2.5 **“NIC”** means Network Interface Card. In practical terms there may not be an actual card as this is a term referring to female ethernet ports.
 - 2.6 **“Ethernet”** means a system for connecting several computer systems to form a local area network, with protocols to control the passing of information and to avoid simultaneous transmission by two or more systems.
 - 2.7 **“iDRAC”** means the integrated Dell Remote Access Controller is designed to deploy, update, monitor, maintain and manage Dell PowerEdge servers.
 - 2.8 **“ESXi”** means VMware ESXi formerly known as ESX is a bare metal hypervisor that installs easily onto your server and partitions it into multiple virtual machines.
 - 2.9 **“RDIMM”** means a dual in-line memory module (DIMM) with improved reliability. The RDIMM, which became available for DDR3 memory, uses a hardware register that buffers the control signals (not the application data) to the modules.
 - 2.10 **“SSD”** means a storage device containing nonvolatile flash memory, used in place of a hard disk because of its much greater speed.

REQUEST FOR QUOTATION
Dell PowerEdge R650 or Equivalent Server

- 2.11** “MT/s” means mega transfers (or million transfers) per second and is a more accurate measurement for the effective data rate (speed) of DDR SDRAM memory in computing than megahertz.
- 2.12** “Gbps” means Gigabits per second (Gbps), sometimes abbreviated Gb/s, is a data transfer rate equivalent to one billion bits, or simple binary units, per second.
- 2.13** “Hot plug or Hot Plugging” means the addition of a component to a running computer system without significant interruption to the operation of the system.
- 2.14** “DWPD” means Drive Writes Per Day (DWPD) measures how many times you could overwrite the drive's entire size each day of its life. For example, suppose your drive is 200 GB and its warranty period is 5 years. If its DWPD is 1, that means you can write 200 GB (its size, one time) into it every single day for the next five years.
- 2.15** “C13” means IEC C13 is also commonly called a “kettle cord” and is the male connection that fits in IEC C14 – female.
- 2.16** “C14” means IEC C14 is also commonly called a “kettle cord” and is the female connection that can have an IEC C14 inserted - male.
- 2.17** “IEC” means the International Electrotechnical Commission: An "organization that prepares and publishes international standards for all electrical, electronic and related technologies."
- 2.18** “PDU Style” means a PDU Cable, branch circuit power distribution cable or “power whip” is a cable that carries power from a Power Distribution Unit (PDU) or Remote Power Panel (RPP) underneath a raised floor, or overhead to power up equipment, typically computer equipment like servers.
- 2.19** “HBA” means a host bus adapter a circuit board or integrated circuit adapter that connects a host system, such as a server, to a storage or network device.
- 2.20** “Fiber Channel” means a high-speed data transfer protocol providing in-order, lossless delivery of raw block data. Fiber Channel is primarily used to connect computer data storage to servers in storage area networks (SAN) in commercial data centers.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION
Dell PowerEdge R650 or Equivalent Server

3.1.1 Dell PowerEdge R650 or equivalent Server computers.

3.1.1.1 Server computers must be fully assembled and delivered in useable condition.

3.1.1.2 Server computers must be new equipment with full warranty.

3.1.1.3 Server computers must have two Intel Xeon Silver 4314 Dell SKU 338-DBWK or equivalent.

3.1.1.4 Server computers must have appropriate air-cooled heat sinks with fans for the CPUs.

3.1.1.5 Server computers must be rack mountable.

3.1.1.6 Server computers must have two redundant Hot-pluggable power supplies.

3.1.1.7 Server computers must have 4, 1GB NIC 3.0 ports.

3.1.1.8 Server computers must have iDRAC9 Enterprise 15G or equivalent.

3.1.1.9 Server computers must have VMware ESXi 7.0 U3 Embedded Image.

3.1.1.10 Server computers must have a cable management arm.

3.1.1.11 Server computers must have sliding rails.

3.1.1.12 Server computers must have 256 GB RDIMM 3200MT/s Dual Rank

3.1.1.13 Server computers must have a 480GB or larger SSD read intensive 6Gbps 512 2.5 in Hot Plug. 1 DWPD.

3.1.1.14 Server computers must have two (2) C13 to C14, PDU Style 12 AMP 6.5 Feet (2m) Power Cord.

REQUEST FOR QUOTATION
Dell PowerEdge R650 or Equivalent Server

3.1.1.15 Server computers must have two single port 16GB Fiber Channel HBA.

3.1.2 Support Services, DELL pro Support or equal for one (1) year with three (3) years of renewals.

3.1.2.1 Support Services must be available twenty-four (24) hours per day seven (7) days per week by two of the following:

3.1.2.1.1 Telephone

3.1.2.1.2 Email

3.1.2.1.3 Online web system

3.1.2.2 Support Services must have technical Assistance also twelve (12) hours per day six (6) days per week.

3.1.2.3 Support Services must be able to supply repair parts within forty-eight (48) hours for mission critical parts and two (2) weeks for non-critical parts.

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 putting the price on the commodity line in WV Oasis. 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.

Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. PAYMENT:

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

REQUEST FOR QUOTATION
Dell PowerEdge R650 or Equivalent Server

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 six (6) months after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 601 57th ST SE, Charleston, WV, 25304.

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 Acceptance of System: If the test period produces no issues at a minimum, the agency will issue a Letter of Acceptance of the system, and the contract and any support or warranty period would start at that time. Prior to an acceptance of the system, the following criteria must be met: Successful testing of all components, validated full functionality.

Once acceptance of the system is agreed to by the Agency and Vendor, the Agency will issue a Change Order stating the acceptance of the system thereby beginning the first (1) year support and/or warranty.

6.5 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.

REQUEST FOR QUOTATION
Dell PowerEdge R650 or Equivalent Server

- 6.6 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.

7 VENDOR DEFAULT:

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

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

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

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

PowerEdge R650					
Line No.	Qty	Part Number	Customer Part No.	Description	Product Type
1	8	210-AYJZ		POWEREDGE R650 SERVER	Hardware
2	8	379-BEIC		8X2.5 FRONT STORAGE	Hardware
3	8	379-BDSS		SAS/SATA BACKPLANE	Hardware
4	8	379-BDTE		NO REAR STORAGE	Hardware
5	8	461-AAIG		TRUSTED PLATFORM MODULE 2.0 V3	Hardware
6	8	321-BGHH		2.5" CHASSIS WITH UP TO 8 HARD DRIVES (SAS/SATA), 3 PCIE SLOTS, 2 CPU	Hardware
7	8	338-CBWK		INTEL XEON SILVER 4314 2.4G, 16C/32T, 10.4GT/S, 24M CACHE, TURBO, HT (135W) DDR4-2666	Hardware
8	8	338-CBWK		INTEL XEON SILVER 4314 2.4G, 16C/32T, 10.4GT/S, 24M CACHE, TURBO, HT (135W) DDR4-2666	Hardware
9	8	379-BDCO		ADDITIONAL PROCESSOR SELECTED	Hardware
10	8	412-AAVP		HEATSINK FOR 2 CPU CONFIGURATION (CPU LESS THAN OR EQUAL TO 165W)	Hardware
11	8	370-AAIP		PERFORMANCE OPTIMIZED	Hardware
12	8	370-AEVR		3200MT/S RDIMMS	Hardware
13	64	370-AGDS		32GB RDIMM, 3200MT/S, DUAL RANK 16GB BASE X8	Hardware
14	8	780-BCDS		UNCONFIGURED RAID	Hardware
15	8	405-AAZB		PERC H755 SAS FRONT	Hardware
16	8	750-ACFR		FRONT PERC MECHANICAL PARTS, FRONT LOAD	Hardware
17	8	400-AXTV		480GB SSD SATA READ INTENSIVE 6GBPS 512 2.5IN HOT-PLUG AG DRIVE, 1 DWPD	Hardware
18	8	750-AABF		POWER SAVING DELL ACTIVE POWER CONTROLLER	Hardware
19	8	800-BBDM		UEFI BIOS BOOT MODE WITH GPT PARTITION	Hardware
20	8	750-ADII		4 STANDARD FANS FOR 2 CPU	Hardware
21	8	450-AMDK		DUAL, HOT-PLUG, PSU (1+1), 800, MIXED MODE TM	Hardware
22	16	492-BBDI		C13 TO C14, PDU STYLE, 12 AMP, 6.5 FEET (2M) POWER CORD, NORTH AMERICA	Hardware
23	8	330-BBST		RISER CONFIG 3, 3/4 LENGTH, FULL HEIGHT, 2 X16 SLOTS, SW GPU CAPABLE	Hardware
24	8	329-BFGW		POWEREDGE R650 MOTHERBOARD WITH BROADCOM 5720 DUAL PORT 1GB ON-BOARD LOM	Hardware
25	8	385-BBQV		IDRAC9, ENTERPRISE 15G	Hardware
26	8	540-BCOB		BROADCOM 5720 QUAD PORT 1GBE BASE-T ADAPTER, OCP NIC 3.0	Hardware
27	8	540-BDHG		EMULEX LPE31000 SINGLE PORT 16GB FIBRE CHANNEL HBA, PCIE FULL HEIGHT, V2	Hardware
28	8	325-BCHH		STANDARD BEZEL	Hardware
29	8	350-BCEI		LUGGAGE TRAY X8 AND X10 CHASSIS, R650	Hardware
30	8	403-BCMG		BOSS-S2 CONTROLLER CARD + WITH 2 M.2 240GB (RAID 1)	Hardware
31	8	403-BCNP		BOSS CABLES AND BRACKET FOR R650	Hardware
32	8	350-BBXM		NO QUICK SYNC	Hardware
33	8	379-BCSF		IDRAC,FACTORY GENERATED PASSWORD	Hardware
34	8	379-BCQY		IDRAC GROUP MANAGER, DISABLED	Hardware
35	8	634-BWZG		VMWARE ESXI 7.0 U3 EMBEDDED IMAGE (LICENSE NOT INCLUDED)	Software
36	8	605-BBFN		NO MEDIA REQUIRED	Software
37	8	770-BDMT		CABLE MANAGEMENT ARM	Hardware
38	8	770-BECD		READYRAILS SLIDING RAILS WITHOUT CABLE MANAGEMENT ARM OR STRAIN RELIEF BAR	Hardware
39	8	631-AACK		NO SYSTEMS DOCUMENTATION, NO OPENMANAGE DVD KIT	Hardware
40	8	340-CUQR		POWEREDGE R650 SHIPPING	Services
41	8	340-CUQO		R650 SHIP 8X2.5	Services
42	8	389-DYHZ		POWEREDGE R650 NON BIS MARKING	Hardware
43	8	389-DYIB		POWEREDGE R650 CE, CCC, MARKING	Hardware
44	8	332-1286		US ORDER	Hardware
45	8	817-BBBB		CUSTOM CONFIGURATION	Hardware
46	8	853-2137		DELL HARDWARE LIMITED WARRANTY PLUS ONSITE SERVICE	Services
47	8	853-2179		PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS	Services
48	8	853-2203		PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 1 YEAR EXTENDED	Services
49	8	853-2204		PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 4 YEARS	Services
50	8	951-2015		THANK YOU FOR CHOOSING DELL PROSUPPORT PLUS. FOR TECH SUPPORT, VISIT //WWW.DELL.COM/CONTACTDELL	Hardware
51	8	975-3462		DELL LIMITED HARDWARE WARRANTY PLUS SERVICE, EXTENDED YEAR(S)	Services
52	8	900-9997		ON-SITE INSTALLATION DECLINED	Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

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

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

PRODUCER Mel Foster Insurance 3218 E 35TH Street Ct Davenport IA 52807	CONTACT NAME: Stephanie Elliot PHONE (A/C, No, Ext): 563-359-5446 E-MAIL ADDRESS: stephanie@melfosterinsurance.com FAX (A/C, No): 563-359-6432
INSURED R3 UNIQ INC DBA QUADYSTER 2535 TECH DR, STE #300 BETTENDORF IA 52722	INSURER(S) AFFORDING COVERAGE INSURER A: SELECTIVE INSURANCE CO INSURER B: Accident Fund National Insurance Company INSURER C: Ace American Insurance Company INSURER D: The Travelers Casualty/Surety INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 59414042**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S2494975	9/29/2022	9/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		S2494975	9/29/2022	9/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		S2494975	9/29/2022	9/29/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100063598	9/29/2022	9/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O \$2M + Cyber \$1M			F1622215A	9/29/2022	9/29/2023	Limit/ Claims Made 2,000,000
D	Fidelity Bond			107515031	9/29/2022	9/29/2023	Limit 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deere and its Affiliates are specifically included as an additional insured under the following coverage: commercial general liability, commercial automobile coverage, and umbrella/excess liability coverage. The foregoing insurance coverage is primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Deere and its Affiliates and contains a cross-liability or severability-of-interest clause. A waiver of subrogation on the Workers' Compensation policy applies. Deere & Company and It's Subsidiaries are listed as Loss Payee on the Commercial Blanket Fidelity Bond.

CERTIFICATE HOLDER**CANCELLATION**

Deere & Company and It's Subsidiaries
One John Deere Place
Moline IL 61265

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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February 15, 2022

R3 Uniq Inc.
2535 Tech Drive, Suite # 304
Bettendorf, IA 52722

RE: Dell Technologies Partner Program - Authorized Reseller
Reseller: **R3 Uniq Inc.**

This letter confirms that as of the date written above, Reseller identified above is currently is currently an authorized reseller participating in the Dell Technologies Partner Program. This relationship authorizes Reseller to resell Dell and Dell EMC products and services to commercial end-users¹ in accordance with the Reseller Terms of Sale at www.dell.com/resellerterms or the EMC Channel Partner Reseller Agreement as applicable, and the Dell Technologies Partner Program Agreement.

Warm regards,

A handwritten signature in black ink, appearing to read 'g ambulos', written over a light grey horizontal line.

Gregg Ambulos
Senior Vice President
North America Channel Sales

¹ This letter is not an authorization to resell Dell or Dell EMC products to Federal end-users or to end-users prohibited by the Dell Technologies Partner Program Agreement, the Dell Technologies Reseller Terms of Sale, Partner's existing EMC Channel Partner Reseller Agreement, or any reseller terms applicable to products from a Dell Technologies Strategically Aligned Business. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business.

ProSupport Plus for Enterprise

Introduction

Dell Technologies¹ is pleased to provide ProSupport Plus for Enterprise (the “**Service(s)**” or “**Support Services**”) in accordance with this Service Description (“**Service Description**”). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell Technologies (the “**Order Form**”) will include the name(s) of the Product(s)², applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the “**Agreement**”), contact your Dell Technologies sales representative. For Customers who purchase from Dell under a separate Agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement³ also applies to these Services. For a copy of your agreement with your applicable Dell Technologies reseller, contact that reseller.

The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)⁴ to a specialized Dell Technologies technical support resource from the Dell Technologies Customer Service and Support organization for troubleshooting assistance of Products.
On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell Technologies as detailed in the Agreement (as necessary and according to support option purchased) to address a Product problem.
- Access to a remote Service Account Manager (SAM).

Please review the table below for more details.

How to Contact Dell Technologies if You Require Service

Online, Chat, and Email Support: Dell Technologies website, chat, and email support available for select products at <https://www.dell.com/support>.

Telephone Support Requests: Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit <https://www.dell.com/support> for a list of applicable telephone numbers for your location.

The following chart lists the service features of ProSupport Plus for Enterprise provided under Dell Technologies’s warranty and/or maintenance terms. ProSupport Plus for Enterprise is available to support and maintain:

1. Dell Technologies Equipment which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as
including ProSupport Plus for Enterprise during the applicable warranty period; or
eligible for upgrade to ProSupport Plus for Enterprise during the applicable warranty period; or
eligible for ProSupport Plus for Enterprise during a subsequent maintenance period.
2. Dell Technologies Software which is identified on the [Dell Technologies Product Warranty and Maintenance Table](#) and/or on your Order Form as eligible for ProSupport Plus for Enterprise during a maintenance period.

¹ “Dell Technologies”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Order Form and the applicable EMC sales entity (“EMC”) specified on your EMC Order Form. The use of “Dell Technologies” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.

² As used in this document, “Dell Technologies Products”, “Products”, “Equipment” and “Software” means the Dell Technologies Equipment and Software identified on the [Dell Technologies Product Warranty and Maintenance Table](#) or on your Order Form, and “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell Technologies Commercial Terms of Sale](#), or your local Dell Technologies terms of sale, as applicable. “You” and “Customer” refers to the entity named as the purchaser of these Services named in the Agreement.

³ To review the Dell Services Terms of Sale Supplement, please go to <https://www.dell.com/servicecontracts/global>, choose your country and select the Support Services tab on the left hand navigation column of your local country page.

⁴ Availability varies by country. Contact your sales representative for more information.

SERVICE FEATURE	DESCRIPTION	PROSUPPORT PLUS—COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	Customer contacts Dell Technologies by telephone or web interface on a 24x7 basis to report an Equipment or Software problem. Telephone contacts will be routed to a remote technical support contact to assist with their issue.	Included.
ONSITE RESPONSE	Dell Technologies sends authorized personnel to Installation Site to work on the problem after Dell Technologies has isolated the problem and deemed Onsite Response necessary.	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems Onsite Support is necessary.</p> <p><u>4-Hour Mission Critical On-site Response</u></p> <p>Typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.</p> <ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined four (4) hour response locations. • 4 Hour parts locations stock essential operational components, as determined by Dell Technologies. Non-essential parts may be shipped using overnight delivery. • Ability to define if the issue is a Severity 1 upon remote supports initial diagnosis • Critical situation procedures - Severity level 1 issues are eligible for quick Escalation/Resolution Manager and “CritSit” incident coverage. • Emergency dispatch - onsite service technician dispatched in parallel with immediate phone-based troubleshooting for Severity 1 issues. <p><u>Next Business Day On-site Response</u></p> <p>Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.</p> <ul style="list-style-type: none"> • Calls received by Dell Technologies after local cutoff at Customer site local time may require an additional business day for service technician to arrive at Customer's location. • Available only on select models of Products. <p>Onsite Response does not apply to Software and may be separately purchased.</p>

*SEVERITY LEVEL DEFINITIONS

SEVERITY 1 Critical – loss of ability to perform critical business functions and requires immediate response

SEVERITY 2 High – able to perform business functions, but performance/capabilities are degraded or severely limited.

SEVERITY 3 Medium/Low – little to no business impact.

REPLACEMENT PARTS DELIVERY	Dell Technologies provides replacement parts when deemed necessary by Dell Technologies.	<p>Included. Replacement parts delivery objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell Technologies deems that a replacement part delivery is necessary. A Same Business Day part is one which upon failure may prevent the Supported Product that causes the loss of ability to perform critical business functions and requires immediate response. Parts deemed non-critical include, but are not limited to: bezels, mechanical chassis, hard drive blanks, rail kits, cable management accessories. Parts that may be deemed critical are: motherboards, CPUs, select memory modules and hard disk drives.</p> <p>Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts.</p> <p>Installation of all replacement parts performed by Dell Technologies as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See Dell Technologies Product Warranty and Maintenance Table for listing of parts designated as CRUs for specific Equipment or contact Dell Technologies for more details.</p> <p>If Dell Technologies installs the replacement part, Dell Technologies will arrange for its return to an Dell Technologies facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell Technologies.</p> <p>If the Dell technician determines that the Supported Product is one that should be replaced as a whole unit, Dell Technologies reserves the right to send Customer a whole replacement unit. Whole unit replacements may not be stocked for same day response times and there may be extended lead times for arrival of a whole unit replacement at your location, depending on where you are located and the type of Product being replaced.</p>
PROACTIVE SOLID STATE DRIVE REPLACEMENT	Included for Storage and Converged Products. If the Endurance Level (as defined below) for any solid state drive prior to the device reaching its full capacity or less (as determined by Dell Technologies) the Customer is eligible to receive a replacement solid state drive. Endurance Level means the average percentage of life span remaining on the eligible SSD.	<p>Included.</p> <p>Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of SupportAssist and/or Secure Remote Support software during the applicable term of support. SupportAssist and/or Secure Remote Support enablement, as applicable is a prerequisite for these additional renewal service features.</p>
RIGHTS TO NEW RELEASES OF SOFTWARE	Dell Technologies provides the rights to new Software Releases as made generally available by Dell Technologies.	Included.

INSTALLATION OF NEW SOFTWARE RELEASES	Dell Technologies performs the installation of new Software Releases.	<p>Equipment Operating Environment (OE) Software</p> <p>Included only when the associated Equipment into which the operating environment Software is being installed is covered by a Dell EMC warranty or a current Dell Technologies maintenance contract. Equipment operating environment Software is defined as software programming and/or microcode firmware needed to enable the Equipment to perform its basic functions, and without which the equipment cannot operate.</p> <p>Other Software (non-OE)</p> <p>Customer performs the installation of new Software Releases unless otherwise deemed necessary by Dell Technologies.</p>
24X7 REMOTE MONITORING AND REPAIR	<p>Certain Products will automatically and independently contact Dell Technologies to provide input to assist Dell Technologies in problem determination.</p> <p>Dell Technologies remotely accesses Products if necessary for additional diagnostics and to provide remote support.</p>	<p>Included for Products that have remote monitoring tools and technology available from Dell Technologies.</p> <p>Once Dell Technologies is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.</p>
24X7 ACCESS TO ONLINE SUPPORT TOOLS	Customers who have properly registered have access on a 24x7 basis to Dell Technologies's web-based knowledge and self-help Customer support tools via the Dell Technologies Online Support site.	Included.

(CONTINUES BELOW)

**SERVICE
ACCOUNT
MANAGER
("SAM")**

The ProSupport Plus for Enterprise assigned SAM is a remote resource that provides a wide range of system, environmental and account management features and capabilities designed to reduce downtime and improve the overall support experience from Dell Technologies.

Included with the Service:

Onboarding assistance: Ensuring the customer is fully enabled to receive the ProSupport Plus service by:

- Verifying the accuracy of relevant Customer support information such as account name, address, etc.
- Providing knowledge transfers such as how to contact Dell Technologies to open service requests and use of Dell Technologies support tools and technologies
- Designating schedule for SAM deliverables such as reporting and service reviews

Monthly Reporting: Reporting and recommendations on entitled systems including:

- Summary of open and closed service requests by month;
- Verification of currently installed system software versions against target code recommendations; and
- Contract status, including start/end dates and other basic contract details.

In order to fully enable monthly reporting, Dell Technologies connectivity technologies such as SupportAssist and/or Secure Remote Support must be installed with the appropriate log collection options enabled

Included on Products covered by ProSupport Plus for Enterprise service or then current maintenance contract during Dell Technologies's normal local business hours which may vary by region and country, excluding Dell Technologies and local holidays. See additional Coverage Details below.

Dell Technologies is responsible for performing only the SAM activities and tasks expressly specified in this document. All other tasks, activities and services are out of scope.

**SERVICE
ACCOUNT
MANAGER
("SAM")
CONTINUED**

Service Review: The SAM provides a service review of the details in the Service Report. Schedule, timeframe and other topics to be reviewed will be determined between the SAM and the Customer during Onboarding.

System Maintenance For entitled assets, the SAM will assist Customer in coordinating delivery of System Maintenance events within the Customer's maintenance window. See below for additional information.

Dell Technologies Escalation Support: Acting as the Services liaison to coordinate all resources necessary to address individual Severity 1 issues or more systemic problems.

ADDITIONAL SUPPORTASSIST DETAILS

SERVICE FEATURE	DESCRIPTION	COVERAGE DETAILS
SUPPORTASSIST ENTERPRISE PREDICTIVE DETECTION OF HARDWARE FAILURES	For entitled-systems that are monitored via SupportAssist Enterprise, intelligent analysis of device telemetry is collected and used to predict hardware failures that may occur in the future.	Included. Please note; Predictive detection of hardware failures is applicable only for the batteries, hard drives, backplanes, and expanders of 12th and later generation of PowerEdge servers that have PowerEdge RAID Controller (PERC) Series 5 to 10. Predictive detection of hardware failures is available only when the automated periodic collection and upload of system information is enabled in SupportAssist Enterprise.

ADDITIONAL SUPPORT WITH CLOUDIQ

SERVICE FEATURE	DESCRIPTION	COVERAGE DETAILS
CLOUDIQ	Customers who have properly connected their entitled-system to Dell Technologies using either Secure Remote Services or SupportAssist have access to CloudIQ, which provides proactive health scores, performance impact analysis and anomaly detection and workload contention analysis.	Included for the following Dell Technologies platforms; PowerMax, PowerStore, PowerScale, PowerVALut, Dell EMC Unity XT, XtremIO, SC Series, VxBlock and Connectrix switches.

Customer Responsibilities for SAM Service Feature

Dell Technologies's provision of the SAM service feature detailed above is contingent upon the Customer fulfilling the following responsibilities:

- Making an appropriate system maintenance window(s) available for the SAM as deemed necessary by Dell Technologies.
- Ensuring that all environment, technical and operational requirements are met.
- Providing the SAM with timely access to (a) at least one technical contact with system administration responsibilities and appropriate system/information access privileges, and (b) applicable subject matter experts, systems and networks (including, without limitation, remote systems/ network access) as deemed necessary by Dell Technologies.
- Assuming all responsibility for network connectivity, performance, and configuration issues.
- Verifying that the Equipment location(s) is/are prepared prior to the commencement of ProSupport Plus for Enterprise.

Additional important information on SAM Service Feature

- Availability of the SAM service is during normal business hours. Business hours are defined by the location where the SAM resides, and may vary by region and country. At Dell Technologies's discretion and when deemed necessary by Dell Technologies, SAM services may be performed onsite.
- Afterhours support may be provided by other resources within Dell Technologies at Dell Technologies's discretion.
- The location of the SAM will be assigned during on-boarding based on Customer's preferred service area and staffing availability.

PROSUPPORT PLUS FOR ENTERPRISE SYSTEM MAINTENANCE

ProSupport Plus System Maintenance provides Dell Technologies customers with necessary remote maintenance events occurring during the term of the service contract on devices covered by ProSupport Plus for Enterprise and monitored under applicable Dell Technologies connectivity technology, such as SupportAssist and/or Secure Remote Services, as applicable. System maintenance helps maintain performance and may reduce the likelihood of future incidents due to incompatible hardware, software, BIOS, and firmware versions. System Maintenance events are coordinated between the customers, the SAM and Dell Technologies support personnel. Delivery of System Maintenance is generally available 24x7x365, but may be subject to mutual customer and Dell Technologies resource availability. Dell Technologies recommends System Maintenance occur twice per year. Certain Products may have limitations on the number of times System Maintenance may be performed per year. Please consult with your sales representative or assigned SAM for a list of supported Products and any applicable limitations.

Not Included in ProSupport Plus for Enterprise System Maintenance

- Updates on interconnected devices not covered by a current ProSupport Plus for Enterprise support contract.
- Updates on any software without corresponding entitlement to such updates under an appropriate, software support contract by either Dell Technologies or a third party for select Third Party Products.
- Operating System upgrades and hypervisor patch creation or other related engineering or software development support.
- Creation of application patches.
- Onsite delivery of maintenance.
- De-installation or installation of additional hardware, or configuration tasks.
- Installation or configuration of software not specifically listed in this Service Description
- Application performance tuning.
- Virus, spyware, or malware identification or removal.
- Any other updates or other activities not specifically documented within this Service Description.

Additional Important Information about ProSupport Plus for Enterprise System Maintenance

- During the maintenance event, upgrades may cause a temporary loss of connectivity to other attached devices.
- After completion of the upgrade attached devices may need to be rebooted and connectivity verified.
- System(s) to be upgraded must be made available to Dell Technologies or Dell Technologies-authorized agents during the agreed upon maintenance window.
- Depending on the system(s) to be upgraded an additional system management system or resource may need to be made available.
- Depending on the system(s) to be upgraded appropriate administrative rights to the device may need to be provided to Dell Technologies or Dell Technologies authorized agents.
- Customer is responsible for having and maintaining all license requirements pertaining to Equipment and Software updates.
- In the event that updating Software on entitled Product could cause degradation or impact performance on other unentitled Product, Dell Technologies in consultation with the customer may choose to not proceed with the System Maintenance activity until that situation is resolved.
- In order to fully enable ProSupport Plus for Enterprise System Maintenance, applicable connectivity technology such as Dell Technologies SupportAssist and/or Secure Remote Support must be installed with log collection options enabled.
- Installation of new Software Releases for the Dell Technologies Converged and Hyperconverged Infrastructure systems, determined during System Maintenance including but not limited to software versions posted on applicable interoperability configuration matrices (The Dell Technologies Simple Support Matrix or the Release Certification Matrix) may require the purchase of a separate services engagement from Dell Technologies. Contact Dell Technologies for more information.

COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell Technologies determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell Technologies warranty or maintenance contract, Dell Technologies will endeavor to provide Collaborative Assistance under which Dell Technologies: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell Technologies or an authorized Dell Technologies reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell Technologies IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** A list of Collaborative Assistance partners can be found on the [Collaborative Assistance List](#). Please note that supported third-party products may change at any time without notice to Customers.

DELL TECHNOLOGIES SYSTEM SOFTWARE SUPPORT

Dell Technologies Software support included within ProSupport Plus for Enterprise provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) used with and are currently installed and operating on Products at the time that support is requested, and 2) covered by an existing ProSupport Plus for Enterprise support and maintenance term of service. This level of support is provided on entitled ProSupport Plus for Enterprise Equipment, regardless of how the eligible software was purchased and licensed, but Customer is responsible for ensuring that such eligible software was purchased and licensed properly according to the publisher. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the [Comprehensive Software Support List](#). Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title and may require support from the publisher, including installation of additional software or other changes to Products, Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell Technologies's obligation to provide support to the Customer will be fully satisfied.

Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Technologies Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Technologies Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell Technologies Supported Products that are provided without Dell Technologies branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell Technologies. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell Technologies to request service, and if an End User contacts Dell Technologies for service without contacting their OEM, Dell Technologies will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell Technologies.

Dell Technologies ProSupport Plus for Enterprise on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell Technologies components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell Technologies branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell Technologies will provide Non-Standard Support Services to replace non-standard or

unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell Technologies in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, Dell Technologies will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product, but Customer acknowledges and agrees that Dell Technologies is not liable to Customer to ensure part availability. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell Technologies will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell Technologies to utilize a third party manufacturer/third party publisher's warranty and/or maintenance services, and Customer agrees to assist Dell Technologies and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell Technologies's engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) after installation of the non-standard or unique parts, software requested by Customer is a point in time activity and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell Technologies. Dell Technologies will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell Technologies will provide the results via reports with indication of Pass/Fail. Dell Technologies will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell Technologies Product, however modification of Dell Technologies standard utilities (including BIOS, IDRAC, and SupportAssist) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell Technologies engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

Other Details about Your Service

The warranty periods and support options ("Support Information") on this website apply (i) only between Dell Technologies and those organizations that procure the applicable products and/or maintenance under a contract directly with Dell Technologies (the "Dell Technologies Customer"); and (ii) only to those products or support options ordered by the Dell Technologies Customer at the time that the Support Information is current. Dell Technologies may change the Support Information at any time. Other than changes caused by publishers and manufacturers of Third Party Products, the Dell Technologies Customer will be notified of any change in the Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between Dell Technologies and the Dell Technologies Customer, but any such change shall not apply to products or support options ordered by the Dell Technologies Customer prior to the date of such change.

Dell Technologies will have no obligation to provide Support Services with respect to Equipment that is outside the Dell Technologies Service Area. "Dell Technologies Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of an Dell Technologies service location for Storage and Data Protection Equipment and/or components; and (ii) the same country as the Dell Technologies service location, unless otherwise defined in your governing agreement with Dell Technologies, in which case the definition in the governing agreement prevails. For EMEA customers, unless stated otherwise in this Service Description or the Agreement, on-site service is available within a distance of up to 150 kilometers from nearest Dell Technologies Logistics location (PUDO or Pick-Up/Drop-off location). Please contact your sales representative for more information about availability of on-site service in EMEA.

This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell Technologies's service records for your Product, or if configuration details have been changed and not reported back to Dell Technologies, then Dell Technologies must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell Technologies's obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell Technologies's then-current time and materials consulting rates. Unless otherwise agreed between Dell Technologies and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Products to be serviced. Dell Technologies will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts. Multi-component storage systems require active support option agreements on all hardware and software components of the system in order to receive all of the benefits of the support agreement for

the entire solution. Unless otherwise agreed in writing with Customer, Dell Technologies reserves the right to change the scope of Support Services on sixty (60) days' prior written notice to Customer.

Products or services obtained from any Dell Technologies reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Support Information on this website. The reseller may make arrangements with Dell Technologies to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell Technologies is required in response to such third parties' performance of services. Please contact the reseller or the local Dell Technologies sales representative for additional information on Dell Technologies's performance of warranty and maintenance services on Products obtained from a reseller.

CONTACT US

To learn more, contact your local representative or authorized reseller.

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EMC Corporation believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Rev. December 1, 2020



Sales Quote

R3 UNIQ INC. DBA QUADYSTER

CAGE: 74WH3 2535 Tech Dr. Suite# 304

TIN: 205625271 Bettendorf, IA 52722

DUNS: 809046274 <http://quadyster.com>

UEI Number : MC2YEN912K88

SBA 8(a) Certified Small Disadvantaged Business

Quote # QSQ83270001

Date: 16-Jan-2023

Response By: 01/17/2023 01:30 PM EST

Customer Information

POC: Joseph E Hager III

Agency: The West Virginia Purchasing Division

Phone: (304) 558-2306

Email: joseph.e.hageriii@wv.gov

Vendor Information:

POC: Pavani Rampalli

Company: R3 Uniq Inc. DBA Quadyster

Phone: (563)-823-8505

Email: prampalli@quadyster.com

TERMS	EXP. DATE	FOB	TITLE	SOLICITATION NO.	DELIVERY
NET 30	2/8/2023	Destination	BTO248-22 Dell PowerEdge R650 or equivalent	CRFQ-0313-DEP2300000022-3	4-8 Weeks ARO

CLIN	QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
0001	8	210-AYJZ	POWEREDGE R650 SERVER DELL SERVER CTO (Detailed Product Specifications included are attached seperately)	\$ 10,864.71	\$ 86,917.68
				Freight	Included
				Sales Tax	\$ -
				Total	\$ 86,917.68

Terms and Conditions:

Hereby acknowledge that we thoroughly went through all solicitation documentation and amendments till date.

Pricing given is only for above CLIN's with attached specifications. Installation is not included in this pricing.

The Product Support Features are as follows:

1. PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS and 1 YEAR EXTENDED and
2. PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 4 YEARS

ADDITIONAL PROSUPPORT FEATURES ARE AVAILABLE IN THIS LINK:

https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/prosupport-plus-for-enterprise-sd-EN.pdf

A COPY OF THE SAME IS ATTACHED HEREWITH



Sales Quote

R3 UNIQ INC. DBA QUADYSTER

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TIN: 205625271 Bettendorf, IA 52722

DUNS: 809046274 <http://quadyster.com>

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Date: 16-Jan-2023

Response By: 01/17/2023 01:30 PM EST

UEI Number : MC2YEN912K88

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Detailed Product specifications with part numbers are attached separately.

The Dual in-line memory module available for this model is 32GB RDIMM, 3200MT/S, DUAL RANK 16GB BASE X8

Per Manufacturer, Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

This quotation is subject to all the terms and conditions of manufacturer's end user's license, service and warranty agreement.

Sales tax, import duties and any other fees/taxes (If applicable) are to be paid by the Customer and are excluded from this pricing.

All purchases are non-refundable and non-transferable.

Prices may vary from Manufacturer if the period of performance varies.

All the above pricing is shown in USD.

THANK YOU FOR YOUR BUSINESS!

QUADYSTER CAPABILITY STATEMENT

Quadyster specializes in providing information technology Cloud Services. We help businesses implement web applications, mobile applications, and Big Data Analytics solutions. We offer training sessions on various technology areas including Cloud Computing. We also supply software licensing and custom hardware solutions. Quadyster **won over 175 federal contracts.** Our major customers are the U.S. Air Force, Navy, Army, and Department of Justice.

CORE COMPETENCIES

- Cloud Management, Networking Services, Training
- Continuous Integration and DevSecOps Support
- Agile Software development methodologies
- Digital Transformation services
- Internet of Things (IoT) Development Services and Support
- Web and Mobile Applications Development and Support
- Software and Hardware Licensing
- Document Digitalization (Scanning) services
- Branding and Logo design services
- Big Data, Data Warehouse, Database Management Services, Business Intelligence and Analytics

DIFFERENTIATORS

- Over three decades of Information Technology Experience to solve the complex IT challenges
- Amazon AWS and Microsoft Azure Partner
- Highly accessible and flexible team with global experience (including Fortune 500 companies)
- Capacity to handle different project types (Time & Material, Fixed-price).
- Secured and dedicated software development center
- Contracts with price protection provisions adds to our uniqueness

GOVERNMENT CUSTOMERS

- US Department of the Navy (DON)
- US Department of the Army (DA)
- US Department of the Air Force (DAF)
- US Department of Justice (DOJ)
- US Department of Veterans Affairs
- US Defense Logistics Agency (DLA)
- US Department of Agriculture (USDA)
- US Department of Commerce (DOC)
- US Department of Energy (DOE)
- Federal Emergency Management Agency (FEMA)
- US Department of Health and Human Services (HHS)
- US Department of Labor (DOL)
- US Department of the Interior (DOI)
- US Environmental Protection Agency (EPA)
- General Services Administration (GSA)
- National Aeronautics and Space Administration (NASA)
- Division of Finance and Administration, Illinois State

CERTIFICATIONS / MEMBERSHIPS

- SBA 8(a) Certified (Graduation Date: November 29, 2024)
- Small Disadvantaged Business (SDB) Certified
- Minority Business Enterprise (MBE) certified from NMSDC
- Targeted Small Business (TSB) Certified
- Iowa DOT certified Disadvantaged Business Enterprise (DBE)
- Patriotic Employer Award from ESGR
- Member of Quad Cities Chamber
- Member of E-Verify

QUAD ACADEMY

Provides training in:

- Cloud Technologies
- Artificial Intelligence, Machine Learning
- Cyber Security
- Agile Scrum methodologies
- Web Technologies, Java, Python
- Microsoft Office 365 Training

COMMERCIAL CUSTOMERS

- John Deere
- Mahindra USA
- Fishers of Men Ministries
- GoEmed Practice Management
- American Network Services
- Eastern Iowa Dermatology
- Royal Neighbors of America
- ICON Charities

COMPANY DATA & NAICS Codes

DUNS: 80-904-6274 CAGE Code: 74WH3
UEI Number : MC2YEN912K88

541511: Custom Computer Programming Services (Prime)

518210: Data Processing, Hosting, and Related Services

611420: Computer Training

513210: Software Publishers

423430: Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
238120, 334111, 334112, 334118, 334418, 443142, 485310, 485320, 485999, 519190, 541310, 541320, 541330, 541360, 541370, 541512, 541513, 541519

CONTACT INFO

Scott Tague, Director, Customer Relations
stague@quadyster.com (563) 650-7961

2535 Tech Drive, Suite 300, Bettendorf, IA 52722
Fax: (563) 823-8864
Web: <http://quadyster.com>

August 18, 2022

Srihari Banda
R3 Uniq Inc. d/b/a Quadyster
2535 Tech Dr. Suite #300
Bettendorf, IA 52722

VIA ELECTRONIC MAIL

RE: Affidavit of Continued DBE/ACDBE Certification Eligibility

Mr. Banda,

This letter confirms receipt of your annual No Change Affidavit and supporting documentation. The Iowa Department of Transportation (Iowa DOT), in compliance with 49 Code of Federal Regulations Part 26 (49 C.F.R. §§26 et seq.), is pleased to inform you that your firm's information has been reviewed and approved. Your firm's Disadvantaged Business Enterprise (DBE) certification will remain valid for another year.

The DBE Directory, located at <https://secure.iowadot.gov/DBE/Home/Index/>, will continue to list your contact information and will include the following NAICS codes and description of services performed:

NAICS Code: 541511, 541512, 541513, 541519, 511210, 518210

Work Types: Application Development, Integration, and Support Services, Cloud Management, Networking Services, and Support, Data Management, Database Design and Management Services

As a DBE, you have the responsibility to comply with all aspects of 49 C.F.R. Part 26; maintain an accurate mailing address and phone number with Iowa DOT and promptly return all solicitation inquiries. If you have any questions, please contact this office.

Sincerely,



Danny Wagener
Civil Rights Compliance Officer



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

November 29, 2015

Srihari Banda, President
R3 UNIQ INC.
2996 Katie Ln.
Bettendorf, Iowa 52722-8236
Email: haribanda@r3computers.com

Dear Mr. Banda,

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) BD Program, you will receive business development assistance from an assigned Business Development Specialist in the SBA Iowa (Des Moines) District Office located at 210 Walnut St Room 749, Des Moines, Iowa. The phone number is (515) 284-4422. We are sending a copy of this certification letter to the SBA Iowa (Des Moines) District Office. That office will contact you to schedule an orientation session. This could take up to 4-6 weeks. In the meantime, there are steps you should take to start your participation in the program.

Next Steps

- **Read and Sign Participation Agreement:** SBA requires the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. Please find the Agreement attached to the approval email associated with this letter. Please read the Agreement carefully, sign and date it, and make a copy. Return one copy to the SBA Iowa (Des Moines) District Office at the address shown in the second paragraph above. The second copy is for your records.
- **Develop Your Business Plan:** We encourage you to start developing your business plan. Current 8(a) BD program regulations require a firm, once certified, to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive 8(a) benefits; including 8(a) contracts. Once approved, the business plan will be reviewed annually and may be modified as

needed. We offer an optional format for business plans. To consider the optional 8(a) Business Plan Form 1010C, please go to: <https://www.sba.gov/sites/default/files/SBA%201010C.pdf>.

- **Develop Your Strategy for Winning Contracts in Year 1:** Though your firm's approved North American Industry Classification System (NAICS) Code is 541511, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. You must build relationships with potential federal customers, pursue federal prime contractors for subcontracts, and aggressively pursue prime contract opportunities to grow your business. Successful 8(a) firms regularly respond to competitive small business contracting opportunities posted on www.FBO.gov. Establish a goal and vision for winning at least two (2) competitive contracts during your first year.

- **Utilize Resources:** There are valuable FREE resources available to you right now that offer expertise in all areas of business operation including reviewing your business plan and strategy. Two resources that you can utilize today are:
 - o **SBA Resource Partners:** I encourage you to locate your nearest Resource Partner, please go to: <https://www.sba.gov/tools/local-assistance>. This link will provide access to upcoming small business events and the webpage for your District SBA Office, also.

- o **7(j) Management and Technical Assistance:** While your firm's acceptance into the 8(a) Business Development program is not a guarantee for contracts, the SBA will make every effort to assist you in implementing your business plan and strategy. Your success in the program is dependent upon the extent to which you take advantage of SBA's efforts to support you. One of the agency's major tools for your success is the 7(j) Management and Technical Assistance Services Program. For more information, click on the following link: <https://www.sba.gov/about-sba/sba-initiatives/7j-management-and-technical-assistance-services-program>

I am excited about your future, and I welcome you as an 8(a) Business Development Program participant. Wishing you much success!

Sincerely,

A handwritten signature in black ink, reading "Jackie Robinson-Burnette". The signature is written in a cursive style with a large initial "J" and "R".

Jackie Robinson-Burnette
Associate Administrator
Office of Business Development

1 Contract Descriptions

Quadyster is an Information Technology Service provider established in the year 2006. We provide state-of-the-art skilled IT workforce and also end-to-end solutions to the Federal Government, State Government, and Commercial customers. Our company is SBA 8(a), SDB, MBE, Iowa DOT DBE, TSB certified and Amazon AWS consulting partner. We won more than 175 high profile Federal Government Contracts.

S No	1	2	3
Contract Name	Foreign Military Sales (FMS) Requirement for Miltope RLC-G4 Ruggedized Laptops	Servers and Workstations	COMPUTER SUBASSEMBLY
Place of Performance	Customers Location	Customers Location	Customers Location
Customer	Dept of the Army, DOD	Meat Animal Research Center, Agricultural Research Service, USDA	United States Coast Guard, DHS
POC Name	Naomi Hooks / Victoria M. Dorsey	Kinney, Dan	Teresa Balbi
POC Email	naomi.hooks2.civ@mail.mil / Victoria.M.Dorsey.civ@mail.mil	Dan.Kinney@ARS.USDA.GOV/ 402-762-4147	teresa.b.balbi@uscg.mil
POC Address	6515 INTEGRITY COURT ABERDEEN PROVING GROU, MD 21005-5001 USA	State Spur 18D Clay Center NE 68933, USA	COAST GUARD ISLAND, BLDG 50-7 ALAMEDA, CA 94501 USA
Contract Number	W91CRB-21-C-5034	12653818P0177	70Z08522P40120B00
Contract Type	Fixed Price	Fixed Price	Fixed Price