



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

Header @ 1 List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1353686

Procurement Type: Central Master Agreement

Vendor ID: VS0000044734

Legal Name: Dell Inc

Alias/DBA:

Total Bid: \$3,254,397.69

Response Date: 01/23/2024

Response Time: 12:28

Responded By User ID: DellCSS

First Name: John

Last Name: Hock

Email: PartnerSWPublicCapture@D

Phone: 5125131731

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC2400000008

Published Date: 1/9/24

Close Date: 1/23/24

Close Time: 13:30

Status: Closed

Solicitation Description: Active Directory Licensing (OT24082)

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1353686
Solicitation Description: Active Directory Licensing (OT24082)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-01-23 13:30	SR 0210 ESR01222400000003473	1

VENDOR
 VS0000044734
 Dell Inc

Solicitation Number: CRFQ 0210 ISC2400000008
Total Bid: 3254397.689999999944120645523 **Response Date:** 2024-01-23 **Response Time:** 12:28:23
Comments: Year 1 Total - \$717,897.69
 Option 1 / Year 2 - \$766,500.00
 Option 2 / Year 3 - \$842,700.00
 Option 3 / Year 4 - \$927,300.00

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@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	4.1.1 - Active Roles - VRE-DMX-TB-247, or Equal - YR1	30000.000	EA	5.820000	174600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: EBE-DMX-TB-247 - ACTIVE ROLES (OI) PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.1 - Active Roles - VRE-DMX-TB-247, or Equal - YR1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	4.1.2 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR1	30000.000	EA	3.120000	93600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: BMR-ATA-TB-247 RECOVERY MANAGER FOR ACTIVE DIRECTORY DISASTER RECOVERY EDITION ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.2 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	4.1.3 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR1	30000.000	EA	3.020000	90600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: XAF-NPO-TB-247 - CHANGE AUDITOR FOR EMC PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.3 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	4.1.4 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR1	30000.000	EA	3.000000	90000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: QCH-NPO-TB-247 - CHANGE AUDITOR FOR AD ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.4 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	4.1.5 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR	30000.000	EA	2.930000	87900.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: HCQ-NPO-TB-247 - CHANGE AUDITOR FOR WINDOWS FILE SERVERS ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.5 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	4.1.6 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR1	30000.000	EA	1.990000	59700.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: RNO-QOD-SAAS-247 - ON DEMAND AUDIT FOR AD PER MANAGED PERSON 24X7 SAAS SUBSCRIPTION

Extended Description:

4.1.6 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	4.1.7 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR1	30000.000	EA	3.360000	100800.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: CGA-NPO-TB-247 - CHANGE AUDITOR FOR LOGON ACTIVITY ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.7 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	4.1.8 - Training - AAA-ATA-PP, or Equal	1.00000	EA	20697.690000	20697.69

Comm Code	Manufacturer	Specification	Model #
86000000			

Commodity Line Comments: AAA-ATA-PP - RECOVERY MANAGER FOR ACTIVE DIRECTORY DISASTER RECOVERY EDITION PREPAID FOUNDATION SERVICES

Extended Description:

4.1.8 - Training - AAA-ATA-PP, or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR2	30000.000	EA	6.400000	192000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: EBE-DMX-TB-247 ACTIVE ROLES (OI) PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR2	30000.000	EA	3.440000	103200.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: BMR-ATA-TB-247 RECOVERY MANAGER FOR ACTIVE DIRECTORY DISASTER RECOVERY EDITION ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR2	30000.000	EA	3.320000	99600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: XAF-NPO-TB-247 CHANGE AUDITOR FOR EMC PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR2	30000.000	EA	3.300000	99000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: QCH-NPO-TB-247 - CHANGE AUDITOR FOR AD ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR2	30000.000	EA	3.220000	96600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: HCQ-NPO-TB-247 - CHANGE AUDITOR FOR WINDOWS FILE SERVERS ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR2	30000.000	EA	2.180000	65400.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: RNO-QOD-SAAS-247 - ON DEMAND AUDIT FOR AD PER MANAGED PERSON 24X7 SAAS SUBSCRIPTION

Extended Description:

4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR2	30000.000	EA	3.690000	110700.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: CGA-NPO-TB-247 - CHANGE AUDITOR FOR LOGON ACTIVITY ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR3	30000.000	EA	7.040000	211200.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: EBE-DMX-TB-247 ACTIVE ROLES (OI) PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR3	30000.000	EA	3.770000	113100.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: BMR-ATA-TB-247 RECOVERY MANAGER FOR ACTIVE DIRECTORY DISASTER RECOVERY EDITION ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR3	30000.000	EA	3.650000	109500.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: XAF-NPO-TB-247 CHANGE AUDITOR FOR EMC PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR3	30000.000	EA	3.630000	108900.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: QCH-NPO-TB-247 - CHANGE AUDITOR FOR AD ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR3	30000.000	EA	3.540000	106200.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: HCQ-NPO-TB-247 - CHANGE AUDITOR FOR WINDOWS FILE SERVERS ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR3	30000.000	EA	2.400000	72000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: RNO-QOD-SAAS-247 ON DEMAND AUDIT FOR AD PER MANAGED PERSON 24X7 SAAS SUBSCRIPTION

Extended Description:

4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR3	30000.000	EA	4.060000	121800.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: CGA-NPO-TB-247 CHANGE AUDITOR FOR LOGON ACTIVITY ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR4	30000.000	EA	7.740000	232200.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: EBE-DMX-TB-247 ACTIVE ROLES (OI) PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR4	30000.000	EA	4.150000	124500.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: BMR-ATA-TB-247 RECOVERY MANAGER FOR ACTIVE DIRECTORY DISASTER RECOVERY EDITION ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR4	30000.000	EA	4.010000	120300.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: XAF-NPO-TB-247 CHANGE AUDITOR FOR EMC PER MANAGED PERSON 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR4	30000.000	EA	4.000000	120000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: QCH-NPO-TB-247 - CHANGE AUDITOR FOR AD ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR4	30000.000	EA	3.900000	117000.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: HCQ-NPO-TB-247 - CHANGE AUDITOR FOR WINDOWS FILE SERVERS ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR4	30000.000	EA	2.640000	79200.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: RNO-QOD-SAAS-247 ON DEMAND AUDIT FOR AD PER MANAGED PERSON 24X7 SAAS SUBSCRIPTION

Extended Description:

4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR4	30000.000	EA	4.470000	134100.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: CGA-NPO-TB-247 CHANGE AUDITOR FOR LOGON ACTIVITY ENTERPRISE 24X7 TERM LICENSE/MAINT

Extended Description:

4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR4



Proposal for State of WV Department of Administration
Purchasing Division

CRFQ: ISC2400000008

Active Directory Licensing (OT24082)

Proposal Due: January 23, 2024



January 23, 2024

Toby L Welch
State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear Mr. Welch,

Thank you for this opportunity to submit a proposal for State of WV Department of Administration Purchasing Division's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for State of WV Department of Administration Purchasing Division has been designed to meet your needs in the most cost-effective way without compromising on quality, service, or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow State of WV Department of Administration Purchasing Division to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction.
- System Consultants to provide a seamless deployment experience.
- Technical Sales Representatives to facilitate order management.
- Customer Service Representatives to provide post-sale support.

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact your dedicated Software Account Executive, Chip Rahde at (740) 390-8048 or online at Edward.Rahde@Dell.com.

Sincerely,



Kiara Daniels
Proposal Manager

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Dell Technologies Profile

At Dell Technologies, our purpose is to drive human progress on a global scale, through greater access to better technology, to create new markets, reshape industries, and improve the lives of every person on the planet. Our unique combination and unprecedented capabilities power true transformation for people and organizations everywhere.

Digital transformation has become essential to all businesses, and we have expanded our portfolio to include holistic solutions that enable our customers to drive their ongoing digital transformation initiatives. Dell Technologies' integrated solutions help customers modernize their IT infrastructure, manage, and operate in a multi-cloud world, address workforce transformation, and provide critical security solutions to protect against the ever increasing and evolving security threats.

With our extensive portfolio and our commitment to innovation, we can offer secure, integrated solutions that extend from the edge to the core to the cloud, and we are at the forefront of the software-defined and cloud native infrastructure era.

Executive Summary

In responding to State of WV Department of Administration Purchasing Division's requirement, Dell has derived a solution that addresses your expressed business challenges and offers tangible financial, operational, and business benefits.

Dell offers superior quality and value of solutions through operational excellence based on:

Expertise

- Dell uses a Business Process Improvement (BPI) methodology, based upon the internationally recognized 6-Sigma, for continuous innovation and process quality improvement.
- Dell offers validated, best of breed solutions based on thousands of successful deployments.
- Intellectual property and solution project management are maintained by Dell.

Efficiency

- Dell's solution framework (based upon industry best practice) can be customized to meet your business needs and allows for rapid design and deployment of solutions.
- Our expertise in delivering core infrastructure services ensures the efficiency of solution planning, implementation, and on-going maintenance.

Dependability

- Dell's unique business model provides State of WV Department of Administration Purchasing Division with a single point of accountability for everything we do.
- Dell is passionate about its customer relationships. That passion means that you can be assured of high-quality delivery – and that doing business with Dell will be easy.

Choosing Dell as your Supplier

In summary, we believe that Dell can deliver real value to State of WV Department of Administration Purchasing Division's business.

You can be assured that Dell is committed to deliver the solutions and services described in this proposal in a manner that will meet both your short- and long-term requirements.

Dell's Response to CRFQ

Please see the following page for Dell's Response.



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: 1353686	Reason for Modification:
Doc Description: Active Directory Licensing (OT24082)	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-09	2024-01-23 13:30	CRFQ 0210 ISC2400000008	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Kiara Demuls* **FEIN#** **DATE**

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 Office of Technology (WVOT) to establish an open-end contract for licensing for software maintenance and support services of the WVOT owned Active Directory Management software, per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1 - Active Roles - VRE-DMX-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.1 - Active Roles - VRE-DMX-TB-247, or Equal - YR1

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.2 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR1

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.3 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.3 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR1

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.4 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.4 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR1

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.5 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.5 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.6 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.6 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR1

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US	WV		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.7 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.7 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR1

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US	WV		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US	WV	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.8 - Training - AAA-ATA-PP, or Equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
86000000			

Extended Description:

4.1.8 - Training - AAA-ATA-PP, or Equal

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR2

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR2

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR2

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR2

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR2

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR2

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR2

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR3

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR3

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION			WV OFFICE OF TECHNOLOGY		
OFFICE OF TECHNOLOGY			BLDG 5, 10TH FLOOR		
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR			1900 KANAWHA BLVD E		
CHARLESTON	WV		CHARLESTON	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR3

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR3

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR3

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR3

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR3

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR4

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR4

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR4

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR4

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR4

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR4

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:
4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR4

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 4:00 p.m.	2024-01-16

	Document Phase	Document Description	Page 17
ISC2400000008	Draft	Active Directory Licensing (OT24082)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

A **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: **Tuesday January 16, 2024 @ 4:00 p.m.**

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@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 N/A 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.

Revised 8/24/2023

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: Toby L Welch
SOLICITATION NO.: CRFQ ISC2400000008
BID OPENING DATE: Tuesday January 23, 2024
BID OPENING TIME: 1:30 p.m.
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: 01/23/2024 @ 1:30 p.m.

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 *wvOASIS* 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 One (1) Year. 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the 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).

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: \$1,000,000 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.

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 www.state.wv.us/admin/purchase/privacy.

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.

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 heath, 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) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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.

(Company)

Kiara Daniels

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ISC240000008

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 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.

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish an open-end contract for licensing for software support services for the State's existing Active Directory management software.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Business Hours"** means Monday – Friday 8:00 AM through 5:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:
 - New Year's Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President's Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)

 - 2.2 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.3 **"Knowledge Base"** means a central repository for information related to the support of ActiveRoles Server and Recovery Manager for Active Directory.

 - 2.4 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.5 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

3. CURRENT ENVIRONMENT: The WVOT manages a Microsoft environment (Windows, Office 365 and other applications) for approximately 30,000 Agency end users using One Identity ActiveRoles Server and Recovery Manager for Microsoft's Active Directory. Active Directory is a directory service developed by Microsoft for Windows domain networks and provides a broad range of directory-based identity-related services. This environment enables end users to complete daily tasks associated with their job responsibilities.

4. GENERAL REQUIREMENTS:

4.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 Active Roles (OI) Per Managed Person 24x7 Term License and Maintenance (VRE-DMX-TB-247) or Equal

4.1.1.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Active Roles (OI) Per Managed Person 24x7 Term License and Maintenance (VRE-DMX-TB-247) or Equal

4.1.1.1.1 Vendor must provide licensing for each managed person.

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

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

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

4.1.2 Recovery Manager for Active Directory Disaster Recovery Edition per Managed Person 24x7 Term License and Maintenance (BMR-ATA-TB-247) or Equal

4.1.2.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Recovery Manager for Active Directory Disaster Recovery Edition per Managed Person 24x7 and Maintenance (BRM-ATA-TB-247) or Equal

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

- 4.1.2.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.2.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.2.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.2.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.3 Change Auditor for EMC Per Managed Person 24x7 and Maintenance (XAF-NPO-TB-247) or Equal

- 4.1.3.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for EMC per Managed 24x7 and Maintenance (XAF-NPO-247) or Equal
 - 4.1.3.1.1 Vendor must provide licensing for each enabled user account.
 - 4.1.3.1.2 Vendor must provide technical support by web, phone, and email during business hours.
 - 4.1.3.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
 - 4.1.3.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.4 Change Auditor for Active Directory per Managed Person Premier 24x7 and Maintenance (QCH-NPO-TB-247) or Equal

- 4.1.4.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for Active Directory per Managed Person Premier 24x7 and Maintenance (QCH-NPO-TB-247) or Equal

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

- 4.1.4.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.4.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.4.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.4.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.5 Change Auditor for Windows File Servers per Managed Person 24x7 and Maintenance (HCQ-NPO-TB-247) or Equal

4.1.5.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for Windows File Servers per Managed Person 24x7 and Maintenance (HCQ-NPO-TB-247) or Equal

- 4.1.5.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.5.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.5.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.5.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.6 Change Auditor OnDemand Audit per Managed Person 24x7 and Maintenance (RNO-QOD-SAAS-247) or Equal

4.1.6.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor OnDemand Audit per Managed Person 24x7 and Maintenance (RNO-QOD-SAAS-247) or Equal

- 4.1.6.1.1 Vendor must provide licensing for each enabled user account.

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

- 4.1.6.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.6.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.6.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.7 Change Auditor for Logon Activity per Managed Person 24x7 and Maintenance (CGA-NPO-TB-247) or Equal

4.1.7.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for Logon Activity per Managed Person 24x7 and Maintenance (CGA-NPO-TB-247) or Equal

- 4.1.7.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.7.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.7.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.7.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.8 Recovery Manager for Active Directory Disaster Recovery Edition Training (AAA-ATA-PP), or equal, for 3 employees.

- 4.1.8.1 Training must be remote.
- 4.1.8.2 Training is a one time cost.
- 4.1.8.3 Must include installation, configuration and testing of the Recovery Manager for Active Directory Disaster Recovery Edition software.

4.1.9 Alternate Submission

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

4.1.9.1 Vendor submitting an alternate brand must include documentation confirming interoperability with Microsoft's Active Directory with their bid. Vendor must include alternate brand information with alternative part numbers and brand on Pricing Sheets.

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

4.1.10 Vendor should include Optional Annual Renewal Years 2, 3, and 4 in its bid response. Renewals will be initiated by the Agency, agreed to by the Vendor, and executed via Change Order.

5. CONTRACT AWARD:

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

5.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a per license cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby.L.Welch@wv.gov

6. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

7. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

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

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDOR DEFAULT:

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

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

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

- 8.2.1** Immediate cancellation of the Contract.
- 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3** Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Legal Clarifications and Exceptions

Please see the following page for Dell's Clarifications and Exceptions.



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: 1353686		Reason for Modification:	
Doc Description: Active Directory Licensing (OT24082)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-09	2024-01-23 13:30	CRFQ 0210 ISC2400000008	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address:

Street:

City:

State: **Country:** **Zip:**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

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 Office of Technology (WVOT) to establish an open-end contract for licensing for software maintenance and support services of the WVOT owned Active Directory Management software, per the specifications and terms and conditions as attached hereto.

1INVOICETO**IsH1P TO**

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1 -Active Roles -VRE-DMX-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.1 -Active Roles - VRE-DMX-TB-247, or Equal - YR1

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1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.2 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR1

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CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.3 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.3 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR1

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.4 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.4 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR1

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CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.5 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.5- Change Auditor Win - HCQ-NPO-TB-247, or Equal -YR

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CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.6 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.6 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR1

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CHARLESTON WV
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.7 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR1	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.7 - Change Auditor LO- CGA-NPO-TB-247, or Equal-YR1

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CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	4.1.8 - Training - AAA-ATA-PP, or Equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model#
86000000			

Extended Description:

4.1.8 -Training -AAA-ATA-PP, or Equal

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CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR2

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CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR2

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1900 KANAWHA BLVD E
CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10- Change Auditor AD - QCH-NPO-TB-247, or Equal -YR2

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:
4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR2

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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:
4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR2

itINVOICE TO**iSHIP TO**

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WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR2	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR2

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	4.1.10 -Active Roles - VRE-DMX-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Active Roles - VRE-DMX-TB-247, or Equal - YR3

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	4.1.10- Recovery Manager- BRM-ATA-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Recovery Manager - BRM-ATA-TB-247, or Equal - YR3

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR3

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10- Change Auditor AD- QCH-NPO-TB-247, or Equal -YR3

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US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	4.1.10 - Change Auditor Win - HCQ-NPO-TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10- Change Auditor Win - HCQ-NPO-TB-247, or Equal-YR3

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	4.1.10 - Change Auditor OD- RNO-QOD- SAAS-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Change Auditor OD- RNO-QOD-SAAS-247, or Equal - YR3

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	4.1.10 - Change Auditor LO- CGA-NPO- TB-247, or Equal - YR3	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10- Change Auditor LO- CGA-NPO-TB-247, or Equal - YR3

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:
 4.1.10 - Change Auditor EMC - XAF-NPO-TB-247, or Equal - YR4

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:
 4.1.10 - Change Auditor AD - QCH-NPO-TB-247, or Equal - YR4

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1900 KANAWHA BLVD E
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR4	30000.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

4.1.10 - Change Auditor LO- CGA-NPO-TB-247, or Equal - YR4

iSCHEDULE OF EVENTS**Event**

Questions are due by 4:00 p.m.

Event Date

2024-01-16

	Document Phase	Document Description	Page 17
ISC240000008	Draft	Active Directory Licensing (OT24082)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

A **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: Tuesday January 16, 2024 @ 4:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@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 N/A 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: Toby L Welch

SOLICITATION NO.: CRFQ ISC2400000008

BID OPENING DATE: Tuesday January 23, 2024

BID OPENING TWE: 1:30 p.m.

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: 01/23/2024 @ 1:30 p.m.

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.

D This Solicitation is based upon a standardized commodity established under W. Va. Code § SA-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 § SA-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/vrcNenpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §SA-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 §§ SA-3-1 et seq., 5-22-1 et seq., and 50-1-1 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 wvOASIS 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 § SA-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:

0 Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year _____. 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 Three (3) 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)

D 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.

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

D Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

D the contract will continue for _____ years;

D the 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).

D 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.

D 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.

D 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.

[**a 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.

D Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

D 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.

D 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.

D 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:

O 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: \$1,000,000 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.

* Please see Dell's Memorandum of Insurance submitted with its Proposal

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.

*Please see Dell's submitted Memorandum of Insurance with its Proposal

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:

0 _____ for _____

D Liquidated Damages Contained in the Specifications.

[a 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.~~

*While Dell appreciates the request for most favored pricing, we cannot contractually agree to this request at this time. However, we remain committed to providing competitive and fair terms for our valued Customers, such as the State.

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 relating solely to Vendor's consumption.~~ The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

*Dell accepts this clause subject to this requested clarification herein.

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 provided the State will not be entitled for any refunds for purchases made prior to the date of cancellation by the State; however the State will keep any licenses purchases prior to the cancellation through the end of the subscription period. 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.

*Dell accepts this clause subject to the requested clarification herein.

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: To the extent the following warranties are extended by Quest, The 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.

* Dell accepts this clause subject to the requested clarification herein.

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 www.state.wv.us/admin/purchase/privacy.

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 50-1-1 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.

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 by Vendor 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.

To the extent such claims arise out of Vendor's obligations as a reseller. 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.

• Dell accepts subject to its requested clarification herein.

36. INDEMNIFICATION: To the extent such claims arise out of Vendor's obligations as a reseller, ~~The 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. *Dell accepts subject to its requested clarification herein.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ SA-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.

D 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 heath, 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 § SA-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§ SA-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

47. LIMITATION OF LIABILITY

Except for State's obligations to pay for product, services, or Third Party Products, State's violation of the restrictions on use of Products and Services or Vendor's or its Affiliates' intellectual property rights, or Vendor's indemnity obligations as stated in the clause above titled "Indemnification", Vendor's (including its suppliers) and State's total liability arising out of any Dispute or any matter under this Contract, is limited to the amount State paid to Vendor during the 12 months before the date that the matter or Dispute arose for the Product, Services or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes. Vendor (and its suppliers) shall have no liability for any direct damages resulting from State's use or attempted use of Third-Party Software, Free Software or Development Tools, all defined in the EULA described in www.dell.com/eula, or Third-Party Products. Except for State's payment obligations and violation of Vendor's or its Affiliates' intellectual property rights, neither Vendor (and its suppliers) nor State has liability to the other for special, consequential, exemplary, punitive, incidental or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, loss of use or procurement of substitute products or services.

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) _____

(Address) _____

(Phone Number)/ (Fax Number) _____

(email address) _____

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.

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ISC240000008

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

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish an open-end contract for licensing for software support services for the State's existing Active Directory management software.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Business Hours"** means Monday - Friday 8:00 AM through 5:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:
 - New Year's Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President's Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)

 - 2.2 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.3 **"Knowledge Base"** means a central repository for information related to the support of ActiveRoles Server and Recovery Manager for Active Directory.

 - 2.4 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.5 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

3. CURRENT ENVIRONMENT: The WVOT manages a Microsoft environment (Windows, Office 365 and other applications) for approximately 30,000 Agency end users using One Identity ActiveRoles Server and Recovery Manager for Microsoft's Active Directory. Active Directory is a directory service developed by Microsoft for Windows domain networks and provides a broad range of directory-based identity-related services. This environment enables end users to complete daily tasks associated with their job responsibilities.

4. GENERAL REQUIREMENTS:

4.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 Active Roles (01) Per Managed Person 24x7 Term License and Maintenance (VRE-DMX-TB-247) or Equal

4.1.1.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Active Roles (01) Per Managed Person 24x7 Term License and Maintenance (VRE-DMX-TB-247) or Equal

4.1.1.1.1 Vendor must provide licensing for each managed person.

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

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

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

4.1.2 Recovery Manager for Active Directory Disaster Recovery Edition per Managed Person 24x7 Term License and Maintenance (BMR-ATA-TB-247) or Equal

4.1.2.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Recovery Manager for Active Directory Disaster Recovery Edition per Managed Person 24x7 and Maintenance (BRM-ATA-TB-247) or Equal

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

- 4.1.2.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.2.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.2.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.2.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.3 Change Auditor for EMC Per Managed Person 24x7 and Maintenance (XAF-NPO-TB-247) or Equal

4.1.3.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for EMC per Managed 24x7 and Maintenance (XAF-NPO-247) or Equal

- 4.1.3.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.3.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.3.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.3.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.4 Change Auditor for Active Directory per Managed Person Premier 24x7 and Maintenance (QCH-NPO-TB-247) or Equal

4.1.4.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for Active Directory per Managed Person Premier 24x7 and Maintenance (QCH-NPO-TB-247) or Equal

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

- 4.1.4.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.4.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.4.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.4.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.5 Change Auditor for Windows File Servers per Managed Person 24x7 and Maintenance (HCQ-NPO-TB-247) or Equal

4.1.5.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for Windows File Servers per Managed Person 24x7 and Maintenance (HCQ-NPO-TB-247) or Equal

- 4.1.5.1.1 Vendor must provide licensing for each enabled user account.
- 4.1.5.1.2 Vendor must provide technical support by web, phone, and email during business hours.
- 4.1.5.1.3 Vendor must provide 24x7 online access to chat support, management of service requests, knowledge base, troubleshooting and technical documentation.
- 4.1.5.1.4 Vendor must provide access to updates, patches and upgrades for software and firmware.

4.1.6 Change Auditor OnDemand Audit per Managed Person 24x7 and Maintenance (RNO-QOD-SAAS-247) or Equal

4.1.6.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor OnDemand Audit per Managed Person 24x7 and Maintenance (RNO-QOD-SAAS-247) or Equal

- 4.1.6.1.1 Vendor must provide licensing for each enabled user account.

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

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

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

4.1.7 Change Auditor for Logon Activity per Managed Person 24x7 and Maintenance (CGA-NPO-TB-247) or Equal

4.1.7.1 Vendor must provide an estimated quantity of thirty thousand (30,000) licenses for one (1) year of Change Auditor for Logon Activity per Managed Person 24x7 and Maintenance (CGA-NPO-TB-247) or Equal

4.1.7.1.1 Vendor must provide licensing for each enabled user account.

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

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

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

4.1.8 Recovery Manager for Active Directory Disaster Recovery Edition Training (AAA-ATA-PP), or equal, for 3 employees.

4.1.8.1 Training must be remote.

4.1.8.2 Training is a one time cost.

4.1.8.3 Must include installation, configuration and testing of the Recovery Manager for Active Directory Disaster Recovery Edition software.

4.1.9 Alternate Submission

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Active Directory Licensing Software Support Services

4.1.9.1 Vendor submitting an alternate brand must include documentation confirming interoperability with Microsoft's Active Directory with their bid. Vendor must include alternate brand information with alternative part numbers and brand on Pricing Sheets.

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

4.1.10 Vendor should include Optional Annual Renewal Years 2, 3, and 4 in its bid response. Renewals will be initiated by the Agency, agreed to by the Vendor, and executed via Change Order.

5. CONTRACT AWARD:

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

5.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a per license cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby.L.Welch@wv.gov

6. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

7. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

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

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. VENDORDEFAULT:

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

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

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

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Active Directory Licensing Software Support Services

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Memorandum of Insurance

1/22/24, 9:59 AM

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MEMORANDUM OF INSURANCE					DATE 22-Jan-2024	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the Insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=362542334. Marsh USA LLC dba Marsh Risk & Insurance Services The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER		COMPANIES AFFORDING COVERAGE				
Marsh USA LLC dba Marsh Risk & Insurance Services ("Marsh")		Co. A National Union Fire Ins Co Pittsburgh PA				
INSURED		Co. B AIU Insurance Co				
Dell Technologies Inc. and all Subsidiaries		Co. C Lloyd's of London Syndicate 2623/623 at Lloyd's				
One Dell Way - RR1-50		Co. D Great American Insurance Co				
Round Rock		Co. E				
Texas 78682		Co. F				
United States						
COVERAGES						
<p>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 MEMORANDUM 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</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	6547039	01-Mar-2023	01-Mar-2024	GENERAL AGGREGATE	USD 10,000,000
					PRODUCTS - COMP/OP AGG	USD 10,000,000
					PERSONAL AND ADV INJURY	USD 5,000,000
					EACH OCCURRENCE	USD 5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 5,000,000
					MED EXP (ANY ONE PERSON)	USD 10,000
A	AUTOMOBILE LIABILITY	6890179 - AOS	01-Mar-2023	01-Mar-2024	COMBINED SINGLE LIMIT	USD 5,000,000
B	Any Auto	6890178 - MA	01-Mar-2023	01-Mar-2024	BODILY INJURY (PER PERSON)	
	Hired Autos				BODILY INJURY (PER ACCIDENT)	
	Non-Owned Autos				PROPERTY DAMAGE	
A	EXCESS LIABILITY	34543547	01-Mar-2023	01-Mar-2024	EACH OCCURENCE	USD 20,000,000
	Umbrella Form				AGGREGATE	USD 20,000,000
B	WORKERS COMPENSATION / EMPLOYERS LIABILITY	WC015824825-AOS	01-Mar-2023	01-Mar-2024	WORKERS COMP LIMITS	Statutory
B		WC015824826-CA	01-Mar-2023	01-Mar-2024	EL EACH ACCIDENT	USD 1,000,000
B	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC105824827-WI	01-Mar-2023	01-Mar-2024	EL DISEASE - POLICY LIMIT	USD 1,000,000
					EL DISEASE - EACH EMPLOYEE	USD 1,000,000
C	Professional/E&O	B0509FINPT2350059	01-Jun-2023	01-Jun-2024	Each Claim/Aggregate (Claims Made)	USD \$15M excess of \$20M SIR

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D	Crime	SAA E3917780500	29-Oct-2023	29-Oct-2024	Per Occurrence	USD \$15M \$2.5M Deductible
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

MEMORANDUM OF INSURANCE		DATE 22-Jan-2024
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the Insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=362542334. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<p>PRODUCER Marsh USA LLC dba Marsh Risk & Insurance Services ("Marsh")</p>	<p>INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock Texas 78682 United States</p>	
<p>ADDITIONAL INFORMATION</p> <p>-----</p> <p>WITH THE EXCEPTION OF WORKERS COMPENSATION, ADDITIONAL INSURED APPLIES WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY CONTRACT AND WHERE PERMITTED BY LAW.</p> <p>-----</p> <p>The above referenced Errors & Omissions policy shall include technology/professional liability, and data protection liability (cyber liability) insurance providing protection against: (a) errors and omissions in the performance of professional services; (b) breaches of security; (c) violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and (d) data theft, damage, destruction, or corruption.</p> <p>-----</p> <p>Excess Crime #DOXG71222032001 Insurer: ACE American Insurance Company Effective 10/29/2023 - 10/29/2024 Limit - \$10M xs \$15M</p>		
<p>The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p>		

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Enterprise License Purchase Acknowledgement Form

Please see the following page for the Enterprise License Purchase Acknowledgement Form from Quest.



Quest Software Inc.
Enterprise License Purchase Acknowledgement Form No. Q-104913

Customer Name	State of West Virginia Department of Administration
Customer Address	1900 Kanawha Blvd E Bldg 5 - 10th Flr Charleston, WV 25305
Customer Contact Email	patricia.a.ebert@wv.gov
Partner	Dell
Quest Sales Representative	Cress Murdock

This Enterprise License Purchase Acknowledgement Form (the “**PAF**”) is entered into as of the date of last or only signature below (“**Effective Date**”) between the organization stated above (“**Customer**” or “**you**”) and Quest Software Inc. at 20 Enterprise, Suite 100, Aliso Viejo, CA 92656 (“**Provider**” or “**us**”) to state the terms that apply to the following Software and Maintenance Services Customer has purchased from the Partner stated above.

Line	Software	License Type	Quantity
Enterprise Licenses			
1	CHANGE AUDITOR FOR AD ENTERPRISE 24X7 TERM LICENSE/MAINT	Enterprise	1
2	CHANGE AUDITOR FOR WINDOWS FILE SERVERS ENTERPRISE 24X7 TERM LICENSE/MAINT	Enterprise	1
3	CHANGE AUDITOR FOR NETAPP ENTERPRISE 24X7 TERM LICENSE/MAINT	Enterprise	1
4	RECOVERY MANAGER FOR ACTIVE DIRECTORY DISASTER RECOVERY EDITION ENTERPRISE 24X7 TERM LICENSE/MAINT	Enterprise	1
5	CHANGE AUDITOR FOR LOGON ACTIVITY ENTERPRISE 24X7 TERM LICENSE/MAINT	Enterprise	1
Fixed Quantity Licenses			
6	ON DEMAND AUDIT FOR AD PER MANAGED PERSON 24X7 SAAS SUBSCRIPTION	Managed Person	30,000
Extended Maintenance Services			
7	Recovery Manager for AD Disaster Recovery Edition Hybrid Foundation Service	N/A	1

The Extended Maintenance Services set forth above are described in Exhibit A attached hereto and incorporated herein.

(1) The License. For the period ending February 28, 2025 (the “**License Period**”), you may use the Software listed in the table above (the “**Table**”) in North America in (a) unlimited quantities for the Software set forth above in lines 1 through 5 (the “**Enterprise License**”), and (b) in the quantities of Managed Persons (as defined below) set forth above for the Software set forth in line 6 (the “**Fixed Quantity License**”). Together the Enterprise License and Fixed Quantity License shall be the “**License**”.

A “**Managed Person**” is any full-time, part-time, or contract employee, or contractor of Customer with one or more LAN, WAN, Cloud, or on-premises based accounts capable of being managed by the Software.

(2) End of the License Period. The Licenses will expire at the end of the last day of the License Period

(3) Existing Licenses. If you have existing licenses for any of the Software contained in the Enterprise License (“**Existing Licenses**”), those licenses will be subsumed into and made a part of the Enterprise License.

(4) Mergers & Acquisitions. If during the Enterprise License Period, Customer merges, combines with, or consolidates with a group, agency, department, division, or any other logical subset of the State of West Virginia (the “**Combination Event**”), Customer may not allow increased use by members of such other entity of the Enterprise License until and unless Customer pays Provider Upgrade Fees. The “**Upgrade Fees**” will be an amount mutually agreed to by the parties.

(5) Other Terms. This PAF is governed by the terms stated above and the Software Transaction Agreement located at <http://quest.com/legal/sta.aspx> as of the Effective Date (the “**Software Agreement**”), which is incorporated herein



by reference. Capitalized terms not defined in this PAF shall have the meanings given to them in the Software Agreement. This PAF and the Software Agreement contain the entire agreement between the parties for this PAF and supersede any and all other agreements and communications, written or oral, express or implied with respect to the PAF. In the event of a conflict between the terms and conditions of this PAF and the terms and conditions of the Software Agreement, the terms and conditions of this PAF will control.

By their signatures below, the parties agree to the terms and conditions of this PAF and represent that they are authorized by their respective organizations to do so.

Quest Software Inc.

State of West Virginia Department of Administration

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Recovery Manager for AD Disaster Recovery Edition Hybrid Foundation Service

Description

The service offering will assist The Customer with the installation, configuration, and testing of the Recovery Manager for Active Directory Disaster Recovery Edition and On Demand Recovery software (the “Activities”).

This service offering includes the following phases:

- Planning: verify prerequisites, establish base architecture
- Installation: deploy software based on agreed architecture
- Configuration: customize software and components to Customer environment
- Testing: verify functionality of software
- Knowledge Transfer: demonstrate how to leverage software to meet Customer business requirements and how to manage software as business needs evolve

Outcomes

The services offering will ensure your AD recovery platform is in place quickly and validate your Forest Recovery model; our subject matter experts’ help you through this process using our field-tested implementation methodology. Our team helps you quickly drive your new solution into production – ensuring your IT team is ready to utilize all the features like Backup Schedules and Design, Forest and Bare Metal Recovery Plans and Best Practices, backup storage readiness and planning.

Benefits:

- Verified backup and recovery plans aligned with industry best practices
- Documented recovery plans for Domain Controllers, full Forest, and crisis scenarios
- Participation in a scheduled recovery exercise, ensuring full integration with other disaster recovery and business continuity plans
- Backup and restore Azure Active Directory and Office 365 users, groups, contacts, service principals, device information, conditional access policies, navigation properties, and Application Proxy settings.
- Support for Azure Active Directory B2C tenants.
- Backup and restore Multi-Factor Authentication settings.
- View differences between the selected backup and live Azure Active Directory or Office 365 and revert unwanted changes in the Differences report.
- Integrate On Demand Recovery with Quest Recovery Manager for Active Directory Disaster Recovery Edition to restore on-premises Active Directory objects.

Quest

Approach and activities

A Quest Professional Services consultant will work with the necessary customer stakeholders and subject matter experts on the following activities. The activities performed may vary based on the complexity of the customer's environment and technical needs outlined during the Planning Session.

Planning

Quest will host a planning session with the customer to verify environment readiness and establish the base deployment architecture.

- Finalize logistics including scheduling, remote access requirements and web conferencing needs
- Review Project Scope and Activities
- Overview of Customer Environment, Requirements, and Goals
- Identify/Review disaster contingencies such as "go/no-go", communication, and SLA's
- Convey Quest Best Practices on forest recovery
- Determine Base Deployment Architecture for RMAD/DRE
- Develop Custom Forest Recovery and Clean OS Recovery Plans
- Identify/Review the various role groups that will be using On Demand Recovery
- Convey Quest Best Practices for On Demand Recovery deployment and configuration
- Provide a list of pre-engagement prerequisites to be in place prior to installation

Installation (RMAD/DRE)

Quest will provide assistance to the customer to install or upgrade Recovery Manager for Active Directory Components and Services on Designated Server(s) in accordance with the deployment architecture defined during the planning session.

- Review Installation pre-requisites & permissions
- Install RMAD/DRE
- Discuss backup scope, frequency, storage, and retention
- Configure RMAD/DRE computer collections where appropriate

Configuration (Domain Controller backups)

Quest will provide assistance to the customer with configuring Active Directory and Bare Metal backups in accordance with the deployment architecture identified during the planning session.

- Review Backup strategies and scheduling
- Review Backup methods
- Create and populate at least two computer groups
- Install agents on domain controllers
- Configure AD and BMR backups
- Create initial AD and BMR backups



Configuration (Forest Recovery)

Quest will provide assistance to the customer with configuring at least one Forest Recovery Project in accordance with the deployment architecture identified during the planning session. The goal is to familiarize the customer with the forest recovery console.

- Review Forest Recovery System Architecture
- Review Forest Recovery Methods
 - Restore Active Directory on Clean OS
 - Restore Active Directory from backup
 - Reinstall Active Directory
- Create at least one Forest Recovery Project using any combination of Forest Recovery Methods
- Validate current forest health, including DC accessibility, replication, domain trusts, authentication, RID master and GC operations
- Validate recovery project settings

Configuration (Bare Metal Recovery)

Quest will provide assistance to the customer with configuring at least one Bare Metal Recovery Project in accordance with the deployment architecture identified during the planning session. The goal is to familiarize the customer with the Bare Metal Recovery feature in the forest recovery console.

- Review Bare Metal Recovery System Architecture
- Review Bare Metal Recovery Methods
 - Restore Active Directory on Clean OS
 - Bare Metal recovery to auto created target virtual server (VMware or HyperV)
 - Bare Metal recovery to auto configured target physical server (iDRAC, HP ILO)
- Create at least one Bare Metal Recovery Project using any combination of Bare Metal Methods
- Validate recovery project settings

Configuration (On Demand Recovery)

Quest will assist the customer with configuring On Demand Recovery in accordance with the deployment architecture identified during the planning session. Quest will aid the customer with:

- Add Azure AD tenants to On Demand Recovery
- Review backup strategies and options
- Create an initial Azure AD backup
- Configure backup schedule
- Integrate with RMAD/DRE
- Install and configure on-premises RMAD Web Portal
- Configure On Demand Recovery integration with the Web Portal
- Configure access control to On Demand Recovery console



Testing

Quest will participate in Customer's disaster recovery exercise in an isolated lab environment. The goal of this step is to give the customer's staff practical experience using the forest recovery console in a recovery and validate recovery plans.

- Review forest recovery testing scope and parameters
- Optionally create an isolated test environment using RMAD/DRE's Virtual Lab feature
- Run Forest recovery test(s) in the isolated environment to validate recovery methodology
- Restore Azure AD user and group
- Restore a hybrid AD user (optional, only for customer configured integration with Recovery Manager for AD)

Knowledge Transfer

Quest will provide guidance to the customer by performing a knowledge transfer and product review of the Recovery Manager for Active Directory Components and Services implemented into the Customer's Environment throughout the course of the engagement.

- Quest will provide assistance to the customer with verifying the Recovery Manager for Active Directory implementation
- Verify the customer is able to backup and restore Active Directory
- Introduce Support resources

Services Effort

	# Forests	# Tenants	# Domain Controllers	Number of Users in AD
RMAD/DRE Foundation with On Demand Recovery (9)	1	1	Up to 100 (Up to 10 BMR)	Up to 10,000

Prerequisites and assumptions

You agree to cooperate with Quest in its delivery of the Services and to the following responsibilities:

- The customer's AD environment has adequate bandwidth and is not hindered by firewalls for remote agent installation.
- All activities will be performed remotely utilizing the phone and web conferencing.
- Customer can provide the service account with Azure Global administrator role to add the tenant and grant admin consent to On Demand service
- Customer can allow specific ports and URL access from Recovery Manager for AD to connect to On Demand, in order to perform the integration (optional, only for existing Recovery Manager for AD customer).
- Quest Product Support will NOT address the excluded items (as described above), as those services may only be addressed by Professional Services.
- Some activities may be performed during a "pre-call" that may be made prior to the beginning of the scheduled engagement.



In addition, the Customer agrees to cooperate with Quest in its delivery of the Services, and agrees to the following responsibilities:

- Ensure that the existing infrastructure and hardware configuration is sufficient to support the environment.
- Commit a technical resource on a full-time basis to provide Quest with the assistance required.
- Provide project team members with suitable business expertise, technical expertise, and decision-making authority to ensure efficient project progress.
- Customer will secure and prepare the necessary hardware and pre-requisites, as listed in the System Requirements prior to the Remote session.
- All activities will be performed remotely utilizing Quest provided web and voice conferencing
- Quest Product Support will not address the items described above, as those services may only be addressed by Professional Services.
- Some activities may be performed during a “pre call” that could be required prior to the beginning of the scheduled engagement.

The information above is a general description of software consulting services that Quest may provide during the services engagement. The actual services to be provided will be as stated in the order for such services.

Additional notes

For more information, please contact your Account Manager.

SKU

AAA-ATA-PP	Recover Manager for Active Directory Disaster Recovery Edition Hybrid Foundation Service
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Pricing Notes

Dell maintains a Retail Price list online located at: <http://ftpbox.us.dell.com/slq/weekly/dellpricereport.pdf>. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line state stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may change in case of a general increase of the cost of manufacturing or logistics, such as industry-wide shortages of components or materials or other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued, Dell Technologies reserves the right to re-negotiate pricing.

For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Pricing Terms and Conditions

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The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

Proposal Legal Notes

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Terms & Conditions

This proposal will remain valid for 30 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the clarifications and exceptions to the CRFQ ISC240000008 Active Directory Licensing (OT24082) terms and conditions included herewith. Dell welcomes the opportunity to negotiate its request for clarifications and exceptions to the terms and conditions to reach a mutually acceptable governing agreement with State of WV Department of Administration Purchasing Division.

If the CRFQ ISC240000008 Active Directory Licensing (OT24082) allows State of WV Department of Administration Purchasing Division the discretion to reject a bid that takes exceptions to the CRFQ ISC240000008 Active Directory Licensing (OT24082) terms and conditions, Dell requests the opportunity to review and discuss its request for clarifications and exceptions with State of WV Department of Administration Purchasing Division further.

Dell has proposed a limitation of liability in line with industry standards for software and services contracts, and believes this provision is a fair allocation of risk, based on Dell's role as a reseller, and the State's direct contractual relationship with Quest.

Disclaimer

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