



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

Request for Quotation

RFQ NUMBER
 ISCG0031

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/30/2006				

BID OPENING DATE: 09/18/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-43		
BLADE CHASSIS W/ BLADES REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AND IBM BLADE CHASSIS W/ BLADES (OR EQUAL). EQUIPMENT OTHER THAN IBM WILL BE CONSIDERED, BUT VENDOR MUST CERTIFY THEIR PRODUCT PROVIDES 100% OF ALL FEATURES AND FUNCTIONS OF THE IBM CHASSIS AND BLADES SERVERS AND MUST BE ABLE TO PROVIDE SEAMLESS INTEGRATION INTO OUR EXISTING IBM BLADE ENVIRONMENT. THE OFFICE OF TECHNOLOGY RESERVES THE RIGHT TO DETERMINE EQUIVALENCY ON ANY BIDS SUBMITTED. WARRENTY PERIOD WILL BE ESTABLISHED BY CHANGE ORDER UPON THE INSTALLATION AND ACCEPTANCE OF THE PRODUCT BY THE AGENCY. TECHNICAL QUESTIONS CONCERNING THIS RFQ MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT KFERRELL@WVADMIN.GOV OR VIA FAX AT 304-558-4115 NO LATER THAN 09/08/2006 AT 5:00 PM. QUESTIONS (IF ANY) RECEIVED BEFORE THE DEADLINE WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING BID SUBMISSION MAY BE SUBMITTED AT ANY TIME AND IN ANY FORM.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I</p>						

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<p>WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA</p>						

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<p>WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p>						

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<p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 21</p>						

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	RFQ. NO. :			ISCG0031		
	BID OPENING DATE:			08/18/2006		
	BID OPENING TIME:			1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ ISCG0031 ***** TOTAL: _____						

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WV Office of Technology

The Purchasing Division of the WV Department of Administration, for the WV Office of Technology (WVOT), is requesting quotations from qualified vendors for the purchase, along with a 36-month warranty contract, provision inclusive of travel or any other expenses, for an IBM Blade Chassis with Blades or equal. Equipment other than IBM will be considered, but vendor must certify their product provides 100% of ALL features and functions of IBM chassis and blades servers and must be able to provide seamless integration into our existing IBM blade environment. The Office of Technology reserves the right to determine equivalency on any bids submitted.

No separate reimbursement will be made to the vendor for travel or any other expense. Quotations must include ALL costs associated with the requested hardware.

DESCRIPTION OF SERVICES REQUESTED

1. GENERAL INFORMATION

1.1 Overview of Request

The purpose of this Request for Quotation is to provide a blade chassis and blade servers needed for the Office of Technology's server consolidation site. This RFQ is for hardware and warranty only no installation services are required.

1.2 Current Environment

The WVOT has been charged with consolidating IT equipment and services for the Executive Branch of State Government. The Client Services section has determined that blade servers and chassis is an important hardware component of this project.

2. PROCUREMENT SPECIFICATIONS

2.1 Scope of Work

The WV Office of Technology intends to acquire a blade chassis and blades as specified below:

2.1.1. One IBM H Chassis Blade Center with 7 blades or equal as specified in Attachment 1

2.1.2 Vendor must bid the requested parts as specified in Attachment 1. If replacement part numbers are bid please submit documentation from IBM stating that these are the replacement part numbers.

2.1.3 Vendor must identify special electrical needs.

- 2.14 The vendor shall give WVOT a minimum of 48 hours notice prior to the equipment arriving at our location. This will allow WVOT to prepare space for the storage of the equipment.
- 2.15 The successful vendor will deliver equipment at the Capitol Complex location during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. However, the successful vendor shall notify WVOT at least 48 hours in advance of the equipment arriving at the site, as to when to expect the equipment. Delivery shall be "inside" delivery at a location designated or specified by WVOT personnel. Equipment shall not be left at the loading dock or other common drop-off point. Delivery address is WV Office of Technology, Attn: Rita Fernatt, 1900 Kanawha Boulevard, East, Capitol Complex, Building 6, Room B-148, Charleston, WV 25305.

2.2 Maintenance/Warranty

- 2.2.1 The successful vendor must provide original equipment manufacturers (IBM) three-year warranty for all licensed software and hardware, regardless of the manufacturer's warranties. The cost of the three-year warranty will be included in the purchase price listed as item A on Attachment 2. Cost, if any, associated with warranty service must be indicated in the pricing tables and must include all parts, labor, hardware and software upgrades, software Help Desk services, travel or any other expense. No separate reimbursement will be made to the vendor for any expenses.
- 2.2.2 The warranty shall include on-site hardware service with a four (4) hour response time, 7 days a week, 24 hours per day.
- 2.2.3 The successful vendor must also quote an additional 2 year maintenance agreement to begin after the initial three (3) year warranty period to include hardware and software upgrades. This must be billed monthly in arrears.
- 2.2.4 Any maintenance performed by a third party is solely the successful vendor's responsibility. The vendor must be the Agency's single point of contact. The vendor should provide a list of third parties that will be involved in this procurement.
- 2.2.5 The successful vendor must provide all upgrades during the warranty period at no additional cost to the warranty quote.

2.3 ACCEPTANCE

- 2.3.1 WV Office of Technology shall verify all requirements have been delivered as described under this RFQ.
- 2.3.5 The State shall have full and free use of all systems, products, and/or deliverables supplied by this contract.

3. COST QUOTATION FORMAT/BID SHEETS

3.1 Vendor Response

- 3.1.1 Vendors shall complete the Cost Sheet (Attachment 2) that is included in the RFQ in order to be considered for award of this contract.
- 3.1.2 A vendor not completing the above items, either in whole or in part, may be disqualified for consideration.
- 3.1.3 If the successful vendor fails to identify any charges for services that are required to meet the terms and conditions of this Quotation, it will be the responsibility of the successful vendor to pay these charges and such cost shall not be passed on to the State.
- 3.1.4 The vendor will not be reimbursed for travel or any other expense. These costs must be included in the purchase price.

3.2 Cost Evaluation

- 3.2.1 The successful vendor shall be the vendor with the lowest purchase price of the equipment, including shipping, three (3) year all-inclusive warranty and additional 2 year maintenance warranty. This cost evaluation formula is spelled out on the Cost Sheet in Attachment 2.

3.3 Terms and Conditions

- 3.3.1 The Vendor is solely responsible for all work performed under this contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract.
- 3.3.2 The vendor must define in their bid response any subcontractors who will be used to complete the requirements of this RFQ. Vendor shall include the name of the company, contact person and telephone number, type of work subcontractor will perform, and number of certified employees to perform work.

Attachment1 – Blade Chassis and Blade Specifications

Qty	Product Code	Description
1	88524XU	
	Product Description	IBM eServer BladeCenter H 8852 - rack-mountable - 9 U
	Form Factor	Rack-mountable - 9 U
	Dimensions (WxDxH)	19 in x 30.2 in x 15.7 in
	Weight	103.6 lbs
	Color	Stealth black
	Built-in Devices	LED panel, DVD-ROM drive, remote management adapter
	I/O Connectors	1 x display / video - VGA \hat{A} 4 x Hi-Speed USB \hat{A} 1 x serial \hat{A} 1 x management - Ethernet 10/100 \hat{A} 1 x network
	Installed Fans Qty	2
	Power Device	Power supply - hot-plug

Power Redundancy Yes
Voltage Required AC 120/230 V (60/60 Hz)

Manufacturer Warranty 3 years warranty

Qty	Product Code	Description
2	13N2281	
	Product Description	Cisco Systems Intelligent Gigabit Ethernet Switch Module - switch - 4 ports
	Device Type	Switch
	Form Factor	Plug-in module
	Dimensions (WxDxH)	10.2 in x 1.1 in x 4.4 in
	RAM	32 MB
	Flash Memory	8 MB
	Ports Qty	4 x Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 1000Base-T
	Data Transfer Rate	1 Gbps
	Data Link Protocol	Ethernet, Fast Ethernet, Gigabit Ethernet
	Remote Management Protocol	SNMP 3
	Features	IGMP snooping, Broadcast Storm Control
	Compliant Standards	IEEE 802.1D, IEEE 802.1Q, IEEE 802.1p, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s
	Manufacturer Warranty	3 years warranty

Qty	Product Code	Description
1	31R3335	
	Product Description	IBM power supply - hot-plug
	Device Type	Power supply - hot-plug
	Form Factor	Plug-in module
	Manufacturer Warranty	1 year warranty

Qty	Product Code	Description
2	25R5783	
	Product Description	IBM power cable (200-240 VAC) - 14 ft
	Type	Power cable (200-240 VAC)
	Length	14 ft
	Connector(s)	2 x power NEMA L6-30 - male

1 30L9185 3YR ONSITE REPAIR 24X7X4 HOUR LINKED TO ALL SERVPACS

Qty	Product Code	Description
7	88435RU	
	Product Description	IBM eServer BladeCenter HS20 8843 - Xeon 3.8 GHz
	Type	Server
	Form Factor	Blade
	Dimensions (WxDxH)	1.1 in x 17.6 in x 9.6 in
	Localization	English / United States
	Server Scalability	2-way
	Processor	1 x Intel Xeon 3.8 GHz
	Processor Main Features	Intel Extended Memory 64 Technology
	Cache Memory	2 MB L2 cache
	Cache Per Processor	2 MB
	RAM	1 GB (installed) / 16 GB (max) - DDR II SDRAM - ECC - 400 MHz - PC2-3200
	Storage Controller	SCSI (Ultra320 SCSI) - PCI-X / 100 MHz (LSI53C1020)
	Hard Drive	- none.
	Monitor	None.
	Graphics Controller	ATI Radeon 7000M - 16 MB
	Networking	Network adapter - Ethernet, Fast Ethernet, Gigabit Ethernet
	Manufacturer Warranty	3 years warranty

7 13N0697 3.8GHZ 800MHZ 2MB L2 CACHE 10T

012

Qty	Product Code	Description
7	73P3522	

Product Description IBM memory - 1 GB (2 x 512 MB) - DIMM 240-pin - DDR II

Storage Capacity 1 GB (2 x 512 MB)

Technology DDR II SDRAM

Form Factor DIMM 240-pin

Memory Speed 400 MHz (PC2-3200)

Data Integrity Check ECC

Features Registered

Lead Plating Gold

Manufacturer Warranty 1 year warranty

Qty	Product Code	Description
14	40K1038	

Product Description IBM hard drive - 73.4 GB - Ultra320 SCSI

Type Hard drive - Internal

Form Factor 2.5" Slim Line

Capacity 73.4 GB

Interface Type Ultra320 SCSI

Data Transfer Rate 320 MBps

Average Seek Time 4.7 ms

Spindle Speed 10000 rpm

Buffer Size 8 MB

Manufacturer Warranty 1 year warranty

Qty	Product Code	Description
7	69P9518	SVCPAC SVR 3YR IOR 24X7 4 HOUR LINKED TO ALL . SERVPACS

Attachment 2 – Cost Sheet

Purchase Price of Equipment – including shipping and three (3) year all-inclusive warranty
(A) \$ _____

Cost of two (2) year post-warranty maintenance agreement
(B) \$ _____

(A) + (B) = \$ _____ Total 5-year cost of ownership to be used for evaluation

A F F I D A V I T

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West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

“Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: _____

Authorized Signature: _____ Date: _____