



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
IP08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

VENDOR

RFQ COPY  
TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
AND POLITICAL SUBDIVISIONS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/04/2008				

BID OPENING DATE: **07/08/2008**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-43		
<b>COMPUTERS</b>  <b>REQUEST FOR QUOTATION</b>  <b>FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE VARIOUS COMPUTERS AND MONITORS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</b>  ***** <b>MANDATORY PRE-BID MEETING</b>  <b>A MANDATORY PRE-BID MEETING SHALL BE HELD ON JUNE 19, 2008 AT 10:00AM. THE MEETING WILL BE HELD IN THE PURCHASING DIVISION CONFERENCE ROOM, LOCATED AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WV 25305 (CAPITOL COMPLEX, BUILDING 15) ANY VENDOR WHO WISHES TO BID ON THIS CONTRACT MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE PRE-BID CONFERENCE SHALL DISQUALIFY A VENDOR FROM BIDDING ON THIS CONTRACT. NO PERSON CAN REPRESENT MORE THAN ONE BIDDER.</b> *****  <b>INQUIRIES</b> <b>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, JUNE 16, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE</b>						

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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 may be deemed null and void, and 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.

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**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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 304-558-8802**

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<p>ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:            JO ANN ADKINS            DEPARTMENT OF ADMINISTRATION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305            FAX: 304-558-4115            E-MAIL: JO.A.ADKINS@WV.GOV</p> <p>*****</p> <p>THIS REQUEST FOR QUOTATION IS PER ALL THE STANDARD TERMS AND CONDITIONS, AND GENERAL SPECIFICATIONS DATED 06/01/2008</p> <p>PRICING SHALL BE ENTERED ON THE ATTACHED PRICING PAGES, ALL REQUESTED INFORMATION SHOULD BE SUPPLIED.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p><b>CONTRACT.</b></p> <p><b>RENEWAL:</b> THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p><b>QUANTITIES:</b> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p><b>ORDERING PROCEDURE:</b> SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <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 TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">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>						

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<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 IN 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; OR</p>						

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<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 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 &amp; 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</p>						

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<p>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 PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						

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## IP08

### REQUEST FOR QUOTATION West Virginia Office of Technology

#### PART 1 GENERAL INFORMATION

##### 1.1 Purpose:

The purpose of this Request for **Quotation** (RFQ) is to seek bids from interested Gartner Leader-tiered Original Equipment Manufacturers (OEM), capable of providing Intel-based desktops, laptops, and tablet PCs; as well as monitors; meeting the specifications included in Section 3, of this RFQ. Bidders **MUST** be in Gartner's "Leaders" quadrant for both the notebook and desktop computers. It is further the State's intent to have the successful bidder provide full support capability, as requested, including, but not limited to; installation, configuration, support and maintenance. The State prefers that any necessary warranty support be provided by OEM-authorized, West Virginia-based technology firms, per the specification listed in Part 3 of this document.

The State's intent is to contract with a single OEM agreement, enabling the State to standardize its desktop and mobile equipment base. Certain specialized products, including, but not limited to, GIS/CADD workstations and ruggedized laptops, **MUST** be procured independently of this agreement, solely at the discretion of the State, and on a case-by-case basis

##### 1.2 Mandatory Pre-bid Conference:

A mandatory pre-bid conference **SHALL** be held on June 19, 2008 at 10:00AM. The meeting will be held in the Purchasing Division Conference Room, located at 2019 Washington Street, East, Charleston, WV 25305 (Capitol Complex, Building 15). **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference SHALL automatically result in disqualification. No one person can represent more than one vendor.**

##### 1.3 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit **MUST** be signed and submitted prior to award. It is preferred that the affidavit be submitted with the **Bid**.

##### 1.4 Contract Provisions:

After the successful Vendor is selected, a formal contract document **MUST** be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response **MUST** be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's **bid** in response to the RFQ.

##### 1.5 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and **MUST** assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Any subcontractor is considered an extension of the Vendor. The State **MUST** consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work. Under this contract; however, the vendor is totally responsible for payment of all subcontractors.

##### 1.6 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages

**SHALL** be imposed at the rate of \$100/day for failure to meet specified deadlines. This clause **SHALL** in no way be considered exclusive and **SHALL** not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

## **PART 2 OPERATING ENVIRONMENT**

### **2.1 Location:**

The central point-of-contact for all Information Technology (IT) issues **SHALL** be the Office of Technology, located at One Davis Square, in Charleston, West Virginia. The successful vendor **MUST** perform on-site installation, configuration or support at any and all State offices, regardless of their physical location. A large portion of the State's business is conducted either at the State Capitol Complex, located at 1900 Kanawha Boulevard, in Charleston, or at other centralized offices located in, or near, the city. There are, however, multiple remote sites that **MUST** be fully supported.

### **2.2 Background:**

It is the intent of the State to continue a single vendor procurement methodology, to obtain our standard workstations, laptops, and tablet pcs. All are Intel-based machines, with Microsoft Windows operating systems. The current standard is Microsoft XP Professional. Working with a single source OEM, the State intends to realize cost-savings to its taxpayers, as well as a standardized, imaged model for its pc environment. The State of West Virginia purchased 3,200 standard PCs, 550 power PCs, 1,000 standard laptops, 200 power laptops, and 150 tablet PCs in FY2007 from the current IPO6 contract. This does not include some agencies, i.e., K-12, higher education.

## **PART 3 PROCUREMENT SPECIFICATIONS**

### **3.1 Hardware Specifications**

3.1.1 All computing equipment offered in the Vendor's response **MUST** be OEM, Gartner Leader-tiered products. These specifications represent the current needs of the State. Vendors **MUST** provide detailed specification sheets for all requested products preferably with the bid. Vendor's bid cannot be evaluated until specification sheets are provided. All equipment **MUST** be delivered to the State with **new** components only, not refurbished, used or recycled components. Shipping cost for returns **MUST** be paid by vendor.

3.1.2 All personal computers provided under this contract must be business-class machines.

3.1.3 Vendor **MUST**, if requested, install a State-provided image on each computer, laptop and tablet, prior to shipment. For PC images created by the State, the State requires up to ten (10) business days from the date the PC was received by the State to return the completed image to the vendor. This allows the State the time to build, test, adjust, and re-build if necessary and release the image to the vendor.

3.1.4 Vendor **MUST** provide access (i.e., via an FTP site) to all OEM-provided original system disks associated with the proposed equipment, including, but not limited to, operating system software, drivers and any additional "add-ons" such as Adobe Acrobat, *regardless of any deviation from State's image.*

3.1.5 Microsoft XP **MUST** be installed on each machine. If the machine comes with VISTA, it must be VISTA Business with downgrade rights. For those machines ordered without an image,

the vendor **MUST** provide access to the Microsoft XP operating system.

3.1.6 All hardware provided under this contract **MUST** be Energy Star 4.0 compliant.

3.1.7 All Desktops and Monitors **MUST** meet minimum EPEAT Silver certification. Vendor **MUST** provide documentation proving level of certification, preferably with the bid. Vendor's bid cannot be evaluated until specification sheets are provided. The Vendor **MUST** be responsible for ensuring equipment meets the latest EPEAT registration requirements before it is delivered.

3.1.8 The majority of the machines purchased by the State will be towers but the Vendor **MUST** provide small form factor personal computers if requested.

## 3.2 **Delivery and Acceptance**

3.2.1 Vendor **MUST** guarantee a maximum of fourteen (14) business day delivery (ARO) for all new orders. If the order exceeds twenty (20) PCs, the agency **should** specify the required delivery time frames or, if the PCs are to be delivered statewide, their anticipated delivery schedule.

3.2.2 Vendor **MUST** have special handling procedures associated with an emergency order, with an abbreviated delivery time from that listed in 3.2.1. **Vendor must guarantee that emergency order deliveries will be made within seven (7) business day deliver (ARO) for all emergency orders.**

3.2.3 Vendor **MUST** provide drop-shipping of replacement equipment for any new machines which do not function properly out of the box at no cost to the Agency. The Agency has the choice of repair or replace.

3.2.4 All orders placed against this contract **MUST** be FOB Destination, regardless of the delivery site location within the state. The agency **MUST** specify at the time of the order whether in-side delivery is required.

3.2.5 All orders placed against this contract **MUST** be signed for, by agency representatives, and delivered to agency-specified locations.

## 3.3 **Inventory**

3.3.1 Vendor **MUST** provide the State of West Virginia with a detailed, quarterly report, indicating the agency, the model, the serial number(s), cost, and destination of all equipment purchased by the State. These reports **MUST** be provided in an electronic format.

3.3.2 Vendor **MUST** provide the ability to make this report available, on an agency-specific level, as requested, to an agency-designated recipient. (e.g. CIOs)

3.3.3 If requested, the Vendor **MUST** tag the equipment for inventory purposes using State-supplied tags.

3.3.4 If requested, the Vendor **MUST** provide labels for all PCs (and printers if included in this contract) with the following information: a) Vendor Name; b) State Purchase Order Number or Release Order Number for the order; c) Image Build number (if provided by the State); and d) warranty expiration date.

### 3.4 **Ordering Procedures**

3.4.1 Although the majority of the machines ordered from this contract **MUST** be the standard configurations, the vendor **MUST** provide for "build to order" machines allowing the agencies to upgrade memory and storage before shipment.

3.4.2 The Vendor **MUST** accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this contract. The Vendor **MUST** follow the State's guidelines regarding the usage of the PCard at [http://www.wvsao.gov/pcard/forms/2007\\_Pcard\\_PoliciesAndProcedures.pdf](http://www.wvsao.gov/pcard/forms/2007_Pcard_PoliciesAndProcedures.pdf).

3.4.3 The Vendor **MUST** also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.

3.4.4 The Vendor **MUST** provide an online tracking tool that provides State agencies with the ability to track orders, ship dates and invoicing information.

3.4.5 During the term of the contract, the vendor may be asked to provide a secure online order placement tool that would give State agencies the option of online procurement. The Vendor **MUST** have experience with secure online order placement.

3.4.6 The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFQ, pursuant to West Virginia State Code, Section §5A-3-19.

3.4.7 The State may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities.

### 3.5 **Warranty and Support**

3.5.1 Vendor **MUST** provide dedicated representatives in both sales and technical\_support, offering toll-free access and e-mail contact references.

3.5.2 Vendor **MUST** provide direct, second level technical access 24x7x365 to support all equipment offered.

3.5.3 Vendor's warranty for PC's **MUST** be on-site and for a period of no less than four (4) years. Vendor must also offer Accidental Insurance for laptops and the tablet

3.5.4 Vendor **MUST** offer Next Business Day (NBD) delivery of replacement parts for all equipment.

3.5.5 The State prefers new, unused components for replacement parts, however, if refurbished parts are used, they **MUST** be "like new" and offer the same warranty as new parts.

3.5.6 Vendor **MUST** provide a parts and support website for access by State technical staff.

3.5.7 The Vendor **MUST** offer certification training to the State's technical staff so that the technicians can provide warranty services.

3.5.8 Vendor **MUST** provide the State of West Virginia with a detailed, quarterly report describing the serial number(s), type, and location of all service calls associated with this agreement.

3.5.9 To meet HIPAA requirements, the agency **MUST** have the ability to remove the hard drive before returning the equipment to the vendor so that no privacy-related information is shared.

### 3.6 **Hardware Life-cycle/Stability**

3.6.1 Vendor **MUST** guarantee current model's availability through "end of life" cycle, with the understanding that if platform revisions take place, it is the State's option to accept or reject any proposed model replacements, as detailed below. At a minimum the vendor **MUST** stock spare parts for ALL proposed equipment, for the duration of the warranty period.

3.6.2 Vendor **MUST** have consistent hardware configurations. If the State procures 100 personal computers, all 100 computers should have the same components so that when the State's image is installed, it works consistently on all 100 computers.

3.6.3 The Vendor **MUST** provide a life cycle map of the planned models for the next twelve to eighteen months preferably with the bid. This map path **MUST** be updated quarterly.

3.6.4 Vendor **MUST** inform the State, ninety (90) days prior to replacement, of any platform revisions it intends to make.

3.6.5 Vendor **MUST** provide the State with two (2) of any proposed replacement models, sixty days in advance of discontinuance of current models. The State shall have the option of buying the machines or sending them back upon completion of testing.

3.6.6 The State requires a forty-five (45) day term in which to evaluate the proposed replacement models, after which time they may be purchased outright, or returned, at the State's discretion. The State will use this forty-five days to test the current standard images.

3.6.7 Vendor **MUST** guarantee that any replacement units meet, or exceed the current model's specifications, and are compatible and certified to operate with the State-provided image.

3.6.8 Any proposed replacement units **MUST** be of equivalent pricing (equal to, or less than) to initially bid units.

3.6.9 Current models **MUST** be available for purchase by the State, until the proposed replacement units have been approved by the Office of Technology, and are ready to be shipped. The current models **MUST** be available during the sixty-day term that the State requires for the evaluation of the proposed replacements.

3.6.10 If computing equipment experiences "repeated failure" in the first year of ownership, the supplier **MUST** replace the failed equipment with new equipment of the same make and model or a model equal to or better than that is currently provided under this contract. The State defines "repeated failure" to be, at a minimum, the following: three instances of parts failure with no more than two instances on the same part within one year after the machine is installed.

### 3.7 **Vendor Corporate Stability and References**

3.7.1 Vendor **MUST** have been in business at least five (5) years.

3.7.2 Vendor **MUST** hold at least one statewide contract for personal computers in another State. Please provide the name(s) of the State.

3.7.3 Vendor **MUST** have procedures in place for addressing and resolving customer problems and complaints – service, equipment or billing – including time lines and escalation measures.

### 3.8 Vendor Solution/Plan of Work

3.8.1 Vendor **MUST** identify by name and location the proposed primary account representative and immediate supervisor who shall be responsible for the performance of the contract. A resume **MUST** be provided for the named individual preferably with the bid.

3.8.2 Vendor **MUST** provide documentation that indicates the number and type of sales, support personnel or other resources that are employed to service purchase orders and/or equipment for the State's customers. Vendor should submit this information preferably with the bid.

3.8.3 The State is considering implementing a program where a teacher could purchase a personal computer from this contract to provide the facilities to allow the teachers to work from home. The teacher could upload information to the school's web site, prepare the next day's assignments, communicate with parents, etc. Please describe if this concept is similar to any other program's your company has implemented or supported. **This will not be part of the evaluation.**

3.8.4 Some agencies require serial ports on their laptops in order to use certain components they need to do their jobs. The Vendor **SHOULD** include any equipment required to meet this requirement under optional equipment.

### 3.9 Cost

All mandatory and desirable hardware specifications required in this section are included as Attachments A-J.

3.9.1 Vendor **MUST** complete the Cost Sheets attached. Vendors **MUST** complete Attachments A-F (including optional components for this equipment) to be considered to have provided a valid bid response.

**3.9.2 The lowest cost, most complete bid meeting specifications shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals.**

3.9.3 Vendor **MUST** agree to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

3.9.4 Any educational discounts available from the vendor **MUST** be included in the cost section of this RFQ, to indicate the capability and capacity to provide them. Educational discounts **MUST** be listed on a separate worksheet and noted as such. The State clearly understands that discounts for Education pricing may differ, but **MUST** be congruent throughout the cost response for that section. **The Educational discount will not be part of the evaluation.**

**3.9.5 ALL COSTS MUST INCLUDE SUPPORT, WARRANTY, SHIPPING, AND HANDLING, AND MUST REFLECT A PER UNIT COST, FOR EASE OF COMPARISON.**

3.9.6 The State reserves the right for agencies to purchase those items listed as "Optional" from this contract but agencies are not required to use this contract for these items.

## CHECKLIST OF ITEMS TO BE PROVIDED

Before you turn in your response to the Request for Quotation, please go through the checklist below to insure that your bid response is complete.

### MANDATORY REQUIREMENTS

Description	Completed
Letter confirming that Vendor agrees to all mandatory requirements	
Detailed Spec Sheets for all requested products (3.1.1)	
EPEAT Silver Certifications for mandatory products (3.1.7)	
Life Cycle Map – 12 to 18 months for mandatory products (3.6.3)	
Proof that company has been in business 5 years (3.7.1)	
Name of other states where your company holds statewide contracts (3.8.1)	
Information on account representative and his/her supervisor (3.8.2)	
List of other support personnel (3.8.3)	
Narrative on Pricing Baseline and Discount (3.9.2)	
Purchasing Affidavit (1.3)	
If required by vendor, contract terms and conditions (1.4)	
Attachment A	
Attachment B	
Attachment C	
Attachment D	
Attachment E	
Attachment F	
Attachment J – Summary Page	

### OPTIONAL REQUIREMENTS

Description	Completed
Discussion regarding teachers buying pcs (3.8.4)	
Attachment G	
Attachment H	
Attachment I	



ATTACHMENT A

DESKTOP CONFIGURATION - STANDARD

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo E6550				
Chipset	Intel Q33				
Memory	2GB DDR2*				
Hard Drive	80GB SATA or SATA II				
Optical Drive	CDRW/DVD Reader				
Graphics	Integrated				
Floppy	(Optional)				
USB Ports	Four rear, two front				
NIC	Integrated 10/100/1,000				
Serial Ports	One (optional)				
Parallel Ports	One				
Warranty	Four years, on-site				
		<b>ESTIMATED USAGE</b>	<b>3200</b>	<b>Total Cost:</b>	
				<b>TOTAL:</b>	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.

ATTACHMENT B

DESKTOP CONFIGURATION – POWER USER

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo E6850				
Chipset	Intel Q35				
Memory	4GB DDR2*				
Hard Drive	120 GB or more SATA or SATA II				
Optical Drive	CDRW/DVD+-RW				
Graphics	PCI Express 256 Mb				
Floppy	(Optional)				
USB Ports	Four rear, two front				
NIC	Integrated 10/100/1,000				
Serial Ports	One				
Parallel Ports	One				
Warranty	Four years, on-site				
		<b>ESTIMATED USAGE</b>	<b>550</b>	<b>Total Cost:</b>	
				<b>TOTAL:</b>	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.

ATTACHMENT C

NOTEBOOK CONFIGURATION: STANDARD

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo T7250				
Chipset	965GM				
Memory	2 GB DDR2*				
Hard Drive	80GB				
Optical Drive	CDRW/DVD Reader				
Graphics	Integrated				
Display Size	14-inch or 15-inch wide				
Resolution	XGA				
USB Ports	At least two				
NIC	Integrated 10/100/1,000				
Modem	Integrated 56 Kbps				
Wireless	802.11n Draft 2.0				
Bluetooth	Bluetooth Wireless Technology				
Extra Battery	No				
Weight	5.75 to 6.5 pounds				
Warranty	Four years, on-site				
		<b>ESTIMATED USAGE</b>	<b>500</b>	<b>Total Cost:</b>	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.

ATTACHMENT D

NOTEBOOK CONFIGURATION – DAY EXTENDER:

DAY EXTENDER: Users who use their notebooks in the office, taking them home in the evening or over the weekend to do extra work. These notebooks are usually taken “from plug to plug” using electrical power and minimizing the requirements for long battery life.

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo T7700				
Chipset	965PM				
Memory	2GB DDR2*				
Hard Drive	80 GB				
Optical Drive	CDRW/DVD Reader				
Graphics	Discrete				
Display Size	15.4-inch wide				
Resolution	WSXGA+				
USB Ports	At least three				
NIC	Integrated 10/100/1,000				
Modem	Integrated 56 Kbps				
Wireless	802.11n Draft 2.0				
Bluetooth	Bluetooth Wireless Technology				
Extra Battery	Optional				
Weight	5.75 to 6.5 pounds				
Warranty	Four Years, on-site				
		<b>ESTIMATED USAGE</b>	<b>500</b>	<b>Total Cost:</b>	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.

ATTACHMENT E

**NOTEBOOK – TRAVELING WORKER**

**TRAVELING WORKER:** Users who are out of the office as much as 80% of the time. They tend to carry their notebooks most of the day and will often work in many diverse locations. For these users, weight and battery life are important selection criteria, along with performance and price.

<b>Component</b>	<b>Minimum Specifications</b>	<b>Vendor's Specifications</b>	<b>Unit Cost</b>	<b>% Discount</b>	<b>Purchase Cost</b>
Processor	Core2Duo T7500 U7500 or U7600 for 12.1 inch display				
Chipset	965GM				
Memory	2 GB DDR2*				
Hard Drive	120GB				
Optical Drive	CDRW/DVD+-RW				
Graphics	Integrated				
Display Size	14.1-inch or 12.1-inch wide				
Resolution	WXGA+ or WXGA				
USB Ports	At least three				
NIC	Integrated 10/100/1,000				
Modem	Integrated 56 Kbps				
Wireless	802.11n Draft 2.0				
Bluetooth	Bluetooth Wireless Technology				
Extra Battery	Yes				
Weight	3.5 to 5.75 pounds				
Warranty	Four years, on-site				
		<b>ESTIMATED USAGE</b>	<b>200</b>		
				<b>Total Cost:</b>	
				<b>TOTAL:</b>	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.

ATTACHMENT F

TABLET:

Component	Minimum Specifications	Vendor's Specifications	Unit Cost	% Discount	Purchase Cost
Processor	Core2Duo T7500				
Chipset	965GM				
Memory	2 GB DDR2*				
Hard Drive	80GB				
Optical Drive	CDRW/DVD Reader				
Graphics	Integrated				
Display Size	12.1-inch				
Resolution	WXGA+ or WXGA				
USB Ports	At least three				
NIC	Integrated 10/100/1,000				
Modem	Integrated 56 Kbps				
Wireless	802.11n Draft 2.0				
Bluetooth	Bluetooth Wireless Technology				
Extra Battery	Yes				
Weight	Less than 5 pounds				
Warranty	Four years, on-site				
		<b>ESTIMATED USAGE</b>	<b>150</b>	<b>Total Cost:</b>	

\*All memory should be at the largest possible denomination for future upgrade, leaving at least one slot open.

ATTACHMENT G

MISCELLANEOUS COMPONENTS

Component	Vendor Specifications	Unit Cost	% Discount	Purchase Cost
1GB Memory (single)				
2GB Memory (single)				
External Floppy Drive (USB)				
External 80GB USB Portable Drive (USB)				
External 120GB USB Portable Drive (USB)				
External Enhanced Keyboard (USB)				
External 2-button mouse w/scroll (USB)				
Targus Nylon Carrying Case				
Targus Leather Carrying Case				
6 cell battery				
8 cell battery				
9 cell battery				
AC Adapter				
Port Replicator				
Full Docking Station				
Monitor Stand				
AC/DC Combo Adapter				
USB 2GB Memory Thumb Drive (stick)				
External Speakers				
Integrated 56K Fax Modem				
Accidental Damage Coverage for all Laptops/Tablets				

ATTACHMENT H

SERVICES

Service	Cost
Non-warranty Hourly Labor Rate (on-site)	
Non-warranty Hourly Labor Rate (MCSE certified)	
Image Load per Machine	
Network Printer Installation	
Travel Charge per Hour	
Configuration of Hard Drive per machine	
Configuration (other) per machine	
Shipping Charge per machine	
Asset Tagging per machine	



ATTACHMENT I

OPTIONAL HARDWARE – This equipment will be purchased at the option of the agency.

<b>Vendor Specifications</b>	<b>Unit Cost</b>	<b>% Discount</b>	<b>Purchase Cost</b>

ATTACHMENT J

**COST EVALUATION**

Please transfer the totals from the following Attachments to this page. The Cost Evaluation points will be calculated using the total cost below.

ATTACHMENT A	\$ _____
ATTACHMENT B	\$ _____
ATTACHMENT C	\$ _____
ATTACHMENT D	\$ _____
ATTACHMENT E	\$ _____
ATTACHMENT F	\$ _____
TOTAL	\$ _____

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**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 owed 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:** Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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](http://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: \_\_\_\_\_