



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

Request for Quotation

RFO NUMBER
IP08

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 804-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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
06/19/2008				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****						
1. QUESTIONS AND ANSWERS ATTACHED. PLEASE NOTE THAT THIS IS A PARTIAL LIST OF THE QUESTIONS RECEIVED. AN ADDENDUM WILL BE ISSUED AT A LATER TIME ADDRESSING ALL ADDITIONAL QUESTIONS.						
2. WV-96 IS ATTACHED AND SHOULD BE SIGNED AND RETURNED PREFERABLE WITH THE BID.						
3. IP08 MANDATORY PRE-BID SIGN IN SHEET ATTACHED.						
4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION ON YOUR BID.						
*****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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.

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

Questions & Answers

Product Specification Questions

Standard Desktop:

- 1) Would the State change the chipset requirement to include the G31 and x31 class Intel chipsets? These chipsets are newer than the proposed Q33 and have a longer life cycle and similar functionality.
A. This chipset is not equal to the Q33. We are researching this.
- 2) Would the State consider using an Intel Core 2 Duo 7000 series processor instead of the requested E6550? The E6550 is near end of life from Intel whereas the 7000 series are new with a longer life cycle and similar functionality.
A. This will be changed to Intel Core 2 Duo, 2.3 Ghz minimum with FSB 1066 L2 Cache of 2MB.

Power User Desktop:

- 1) Would the state consider using the Intel Core 2 Duo 8000 and/or 9000 series processors instead of the listed E6850? The listed processor is near end of life from Intel and has been replaced by the 8000 and 9000 series processor which offer similar performance but with longer life cycles.
A. Yes, this will be changed to the 8400. We believe the 9000 is a quad core.

Notebooks:

- 1) Section 3.17 references Desktops and Monitors. Do the EPEAT Silver requirements apply to Notebooks?
A. Yes
- 2) Will a Traveling worker notebook that has only 2 memory slots be acceptable?
A. The thought behind two slots is to populate with the highest single module, then you have an upgrade path during the four years. We are reviewing this requirement and will respond in the addendum.

Tablet User Offering:

- 1) Would the state be considering using the same Intel U7700 processor as specified similar to the "Traveling Worker" notebook? Tablet users tend to be the most mobile users and require smaller sized machines with richer battery life.
A. It is still an Intel Core 2 Duo with a minimum of 2MB L2 cache.
- 2) Would the state be considering allowing alternate chipsets for the tablet worker? Alternate chipsets can offer greater graphic performance and better battery life than standard chipsets.

Questions & Answers

- A. No, we will only accept Intel chipsets.
- 3) Would the state allow for a USB based 56k modem solutions which help maximize the size and weight of the tablet product for mobile users? Most customers do not use an internal modem and the addition of the modem adds weight to the box and decrease battery life.
- A. Yes
- 4) The Tablet and the Notebook "Traveling Worker" both require at least 3 USB ports. Our offering has 2 USB ports built into the unit. Will providing a USB hub be an acceptable solution?
- A. Yes but the powered hub cost must be included in the vendor's quote for the computers.
- 5) The Tablet product is requiring a T7500 processor. Our Tablet has both a U7700 and a L7700 processor. Will either of these two processors be acceptable.
- A. This will be changed to Intel Core 2 Duo 7500 and above.
- 6) Did you intend to ask for a T7300 for the Tablet? No vendor uses the Intel "T" series processor in tablets, and to stay in line with the current State standard, the L7700, 1.8 Ghz should be minimum.
- A. This will be changed to a Intel Core 2 Duo 7000 and above.
- 7) Would you consider modifying specs to be specific in screen size and weight? Industry standard for ultra portables is 12.1" display under 4 lbs so you are opening up the possibility of some quoting non-portables that fall within the requirements.
- A. We are researching this.
- 8) Q33 is an old chipset. Do you intend to stay at current technology levels with the Q35?
- A. We will research the current level.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY:** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA _____

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

SIGN IN SHEET

Request for Proposal No. IP08

PLEASE PRINT

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Hewlett Packard	2681 Red Leaf Dr.	PHONE 859-361-8544
Rep: Tina Justice	Lexington, KY 40509	TOLL FREE 800-888-3224 x70132
Email Address: tina.justice@hp.com		FAX 859-543-2582
Company: Phillips Technologies	324 George Street	PHONE 304-253-5481
Rep: Brandy Carnell / Jason Ellison	Beckley, WV 26001	TOLL FREE
Email Address: bcarnell@phillipsmachine.com jellison@phillipsmachine.com		FAX 304-253-6098
Company: Phillips Technology		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: DELL INC	103 ESTATE LANE	PHONE 304-205-7205
Rep: BRANDT H. WHISENANT	CHARLESTON, WV 25309	TOLL FREE
Email Address: BRANDT-WHISENANT@DELL.COM		FAX 304-205-7205
Company: h. Compaq Services	#4 Stone Creek Drive	PHONE 304-529-6069
Rep: _____	Huntington, WV 2	TOLL FREE
Email Address: alexis@chnt.com		FAX 304-529-2621

SIGN IN SHEET

Date: _____

Request for Proposal No. IP08

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>MALLIMAR INC / DATA LUX Comp.</u>	<u>P. Box 1272</u>	PHONE <u>304-253-3351</u>
Rep: <u>PAUL MALLIMAR</u>	<u>BECKLEY WV 25802-1272</u>	TOLL FREE
Email Address: <u>paul@mallimar.com</u>		FAX <u>304-253-6144</u>
Company: <u>Lenovo</u>	<u>1600 F ST NW #6</u>	PHONE <u>301-919-5018</u>
Rep: <u>Lora Eckler</u>	<u>Washington DC 20009</u>	TOLL FREE
Email Address: <u>lecker@lenovo.com</u>		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Email Address:		FAX

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY 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.

.....
SIGNATURE

.....
COMPANY

.....
DATE