



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
IP11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

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
09/19/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-43		
PERSONAL COMPUTERS  REQUEST FOR QUOTATION (RFQ) BLANKET OPEN END STATEWIDE CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS TO ESTABLISH A BLANKET OPEN END STATEWIDE CONTRACT FOR COMPUTERS, PRINTERS, AND PERIPHERALS PER THE ATTACHED SPECIFICATIONS.  A MANDATORY PRE-BID WILL BE HELD ON SEPTEMBER 27, 2011 1PM IN 10TH FLOOR CONFERENCE ROOM LOCATED IN BUILDING 5 ON THE WV STATE CAPITOL COMPLEX IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558 4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 4, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLIN HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THOSE MDE DURING THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY A FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND ANY AGENCY PERSONNEL IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTIO</p>						

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<p>OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p>						

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				..... SIGNATURE ..... COMPANY ..... DATE		
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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 CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

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<p>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>CANCELLATION: 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>OPEN MARKET CLAUSE: 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>QUANTITIES: 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>ORDERING PROCEDURE: SEE SECTION 3.6 OF THE ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p>						

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<p>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. 05/26/2009</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;">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> <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: KRISTA FERRELL-FILE 42</p>						

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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					IP11 ***** TOTAL:	_____

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**REQUEST FOR QUOTATION: IP11  
STATEWIDE CONTRACT  
COMPUTERS, PRINTERS, PERIPHERALS**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids to establish a statewide contract for computers, printers and peripherals. This Contract shall extend to include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

## **1.0 PURPOSE**

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM), capable of providing desktops, laptops, netbooks and tablet pcs;, (PCs) without integrated cellular service, as well as monitors; meeting the specifications included in the Cost Sheet of this RFQ. Equipment such as netbooks and tablets that have integrated cellular service will be procured from the applicable cellular phone contract vendor.

It is further the State's intent to have the successful bidder provide full support capability, as requested, including, but not limited to; configuration, support and maintenance. The State requires that any necessary warranty support be provided by OEM-authorized, West Virginia-based technology firm(s).

The State's intent is to contract with a single OEM enabling the State to standardize its desktop and mobile equipment base.

## **1.1 Definitions**

The below terms shall be herein defined as:

- A. "Refurbished reused or recycled": "old" or used computer equipment that has been restored to like-new working condition and/or appearance or computer devices that have been sent back to the factory to fix a flaw.
- B. "Business class machines": Business class computers offer more features for professional work, such as fingerprint readers, remote desktop control software, and encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version
- C. "Vendor": the successful bidder
- D. "Manufacturer": the company who produces the equipment.
- E. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- F. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- G. Agency: any entity seeking goods/services under this "Contract"
- H. PCs; Desktops, Laptops, Netbooks and Tablets

## 1.2 Mandatory Pre-bid Conference

A mandatory pre-bid conference shall be held on September 27, 2011 at 1:00 PM. The meeting will be held at the Capitol Complex, Bldg 5, 10<sup>th</sup> Floor Conference Room A. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall result in disqualification of the bid. 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 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; 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.

## 2.0 OPERATING ENVIRONMENT

### 2.1 Location

The central point-of-contact for all IP11 procurement will be the Office of Technology, located at the Capitol Complex, Bldg 5, 10<sup>th</sup> Floor, in Charleston, West Virginia. The successful vendor must perform on-site 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, the OT has established 7 geographic regions that must be fully supported. See attachment K for West Virginia regional support map.

## 2.2 Background

It is the intent of the State to continue a single vendor procurement methodology, to obtain our standard PCs. 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.

## 3.0 PROCUREMENT SPECIFICATIONS

### 3.1 Hardware Specifications

3.1.1 All computing equipment offered in the Vendor's response must be OEM, products. These specifications represent the current needs of the State. Vendors must provide detailed specification sheets for all requested products. 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 computers provided under this contract must be business-class machines.

3.1.3 Vendor must, if requested, install a State-provided image on each PC, 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 Windows7 or later OS must be installed on each machine. Downgrade rights must be available when asked.

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 Electronic Product Environmental Assessment Tool (EPEAT) Silver certification. The vendor must provide documentation proving level of certification. 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.

## 3.2 Inventory

3.2.1 Vendor must provide the State of West Virginia IP11 Contract Administrator with a detailed, quarterly file in excel format, indicating the agency, the model, the serial number(s), cost, and destination of all equipment purchased by the State.

## 3.3 Hardware Life-cycle/Stability

3.3.1 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.

3.3.2 Vendor must have consistent hardware configurations. If the State procures 500 personal computers, all 500 computers must have the same components.

3.3.3 The Vendor must provide a life cycle map of the planned models for the next twelve to eighteen months. This map path must be updated annually.

3.3.4 Vendor must inform the State, sixty (60) days prior to replacement, of any platform revisions it intends to make.

3.3.5 Vendor must provide the State with two (2) free of charge any proposed replacement models, sixty (60) days in advance of discontinuance of current models. The State will use this time to test the equipment and images. The state does NOT anticipate returning this equipment after the 30 day period.

3.3.6 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.

3.3.7 Any proposed replacement units must be of equivalent pricing (equal to, or less than) to initially bid units.

3.3.8 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.

3.3.9 If the 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.

## 3.4 Vendor Corporate Stability and References

3.4.1 Vendor must be listed in the most recently published Gartner Leader tier for Global

Enterprise Desktops and Notebooks Magic Quadrant.

### 3.5 Vendor Solution/Plan of Work

3.5.1 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.

### 3.6 Ordering Procedures

#### 3.6.1 Pre-Approval:

3.6.1.1 Agencies shall prepare a written state contract order form WV-39 and submit to Office of Technology Contract administrator for approval. Each WV-39 should clearly denote the quantity and commodity/commodities to be purchased.

3.6.1.2 If approved by the Chief Technology Officer (CTO), the Agency will receive said approval in writing.

3.6.1.3 Once the CTO approval is received, the Agency shall issue the written state contract order form WV-39, to the Vendor for the approved commodity/commodities covered by this contract.

#### 3.6.2 State Agencies Statutorily Exempt from WV Code 5A-6-1 ONLY

3.6.2.1 The Agency shall issue a WV-39 State Contract Release Order to the vendor for commodity/commodities covered under this contract. The WV-39 State Contract Release Order shall include the quantity and commodity/commodity to be purchased.

3.6.3 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. Community colleges, institutions, counties, municipalities, public schools, and other local government entities wishing to utilize this contract shall establish ordering procedures directly with the Vendor.

3.6.4 The Vendor must accept the WV-39 form by email, mail, or facsimile.

3.6.5 The Vendor shall not accept any order without a valid and CTO Approved WV-39 Release Order from the Agency (or otherwise approved form for entities listed in Section 3.6.3 of this document.)

3.6.6 The Vendor must acknowledge receipt of the Order

3.6.7 The Vendor must provide notify the agency when shipment has been scheduled.

3.6.8 The Vendor must provide Warranty Registration.

### 3.7 Delivery and Acceptance

- 3.7.1 Orders must be shipped complete. **Partial orders will not be accepted.**
- 3.7.2 Orders must be delivered inside agency building/room.
- 3.7.3 Vendor must guarantee a maximum of fifteen (15) business day delivery (ARO).
- 3.7.4 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 five (5) business days (ARO).
- 3.7.5 Vendor must provide immediate replacement equipment for any new machines which do not function properly out of the box at no cost to the Agency.
- 3.7.6 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.
- 3.7.7 All orders placed against this contract must be signed for, by agency representatives, and delivered to agency-specified locations.

### 3.8 Invoicing and Payment

- 3.8.1 The Vendor must accept the State of West Virginia VISA Purchasing Card for payment by all authorized State agencies for purchases against this contract.
- 3.8.2 It will be the responsibility of the successful vendor to bill the individual spending units based on the WV-39 State Contract Release Order (See 3.3.4 and 3.3.5). Only one invoice per WV-39 State Contract Release Order shall be received. All shipments must be complete (See 3.4.1).
- 3.8.3 Invoicing procedures for entities defined under Section 3.3.3 will be per mutual agreement by the entity and the vendor.
- 3.8.4 The successful vendor must provide a customer support via toll free number Monday-Friday 8:00 AM to 5:00 PM EST to resolve billing and shipping issues. Billing issues shall be resolved within 5 business days.
- 3.8.5 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.

## 3.9 Warranty and Support

### 3.9.1 Support

3.9.1.1 Vendor must provide dedicated representatives in both sales and technical support, offering toll-free access and e-mail contact references.

3.9.1.2 Vendor must provide direct, second level technical access 24x7x365 to support all equipment offered.

### 3.9.2 Warranty

3.5.3.1 Vendor's warranty for PC's must be on-site and for a period of no less than four (4), years.

### 3.9.3 Parts

3.9.3.1 Vendor must offer Next Business Day (NBD) delivery of replacement parts for all equipment.

3.9.3.2 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.

3.9.3.3 Vendor must provide a parts and support website for access by State technical staff. The Vendor must also provide a toll free warranty support line for warranty part orders.

3.9.3.4 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.

### 3.9.4 Training

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

### 3.9.5 Reporting

3.9.5.1 Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report describing the serial number(s), type, and location of all service calls associated with this agreement.

### 3.10 OPTIONAL COMPONENTS

3.10.1 If requested, the Vendor must tag the equipment for inventory purposes using State-supplied tags. See attachment H.

3.10.2 Vendor must offer as an optional component Accidental Insurance for mobile equipment. See attachment H.

3.10.3 Although the majority of the machines ordered from this contract **will** be the standard configurations, the vendor must provide for optional components for machines allowing the agencies to upgrade memory and storage before shipment. See Attachment H.

3.10.4 The vendor might be asked to provide a secure online order placement tool that would give State agencies the option of online procurement.

3.10.5 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. See attachment I.

### 4.0 COST

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

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

**4.2 The lowest cost, most complete bid meeting specifications shall be awarded a contract.**

4.3 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

4.4 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 to K-12 schools. Educational pricing must be listed on each cost sheet and noted as such. The State clearly understands that discounts for Education pricing may differ. **The Educational discount will not be part of the evaluation.**

**4.5 ALL COSTS MUST INCLUDE SHIPPING AND HANDLING AND MUST REFLECT A TOTAL PER UNIT COST FOR EASE OF COMPARISON.**

4.6 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.



## 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 (3.3.3)	
Information on account representative and his/her supervisor (3.8.1)	
List of other support personnel (3.5.1)	
Narrative on Pricing Baseline (4.2)	
Purchasing Affidavit (1.3)	
If required by vendor, contract terms and conditions (1.4)	
Cost Sheet	
Attachment A – Standard PC	
Attachment B – Power PC	
Attachment C – GIS/Eng. Class PC	
Attachment D – Standard Laptop	
Attachment E – Power Laptop	
Attachment F – Tablet (12")	
Attachment G – Required Services	
Attachment H – Optional Components and Services	
Attachment I – Optional Hardware	
Attachment J – Cost Evaluation	
Attachment K – West Virginia regional support map	

**\*\*The above table is a general summation of the mandatory requirements; however, any requirement as defined in Section 1.1, Definitions-Item F: Mandatory Requirements is a mandatory part of the bid and resulting contract. Vendor failing to meet any mandatory requirement will be disqualified.**

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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 Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. IP11STATE 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 exceeds 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE****NOTARY PUBLIC** \_\_\_\_\_