



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

Purchase Order

PURCHASE ORDER NO.
IP04D

PAGE
1

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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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

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

*709044549 304-345-1360
 COMPUTER STORE INC OF WV
 915 QUARRIER STREET #5
 CHARLESTON WV 25301

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
08/26/2004	NET 30	550567661	
SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			OPEN-END CONTRACT		
			TO PROVIDE PERSONAL COMPUTERS AND PERIPHERALS TO ALL WEST VIRGINIA STATE AGENCIES AND PARTICIPATING POLITICAL SUBDIVISIONS PER THE ATTACHED SPECIFICATIONS.		
			EFFECTIVE: 09/01/04 THROUGH 08/31/05		
			EXHIBIT 3		
			LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE SEPTEMBER 1, 2004 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.		
			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.		
			RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL		

STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

SEP 03 2004

Beverly Tolson

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END

TOTAL

APPROVED FOR
 ONE FISCAL YEAR
[Signature]

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

CHARLYN MILLER 304-558-2596
 BY *[Signature]* 8/26/04
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.



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08/26/2004	NET 30	550567661	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>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>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>					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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INVOICE TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

*709044549 304-345-1360
 COMPUTER STORE INC OF WV
 915 QUARRIER STREET #5

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SHIP TO

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 AND POLITICAL SUBDIVISIONS
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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	08/31/2005	HR	205-43	75.00000	
<p>ORDERING PROCEDURE: 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 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>PLEASE SEE ATTACHED</p>					

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

REQUEST FOR QUOTATIONS
SWC-IP04

1.0 **Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of the Department of Administration, Information Services & Communications Division "Agency" is soliciting bids to establish a statewide Master Contract for the procurement, installation and support of information technology including personal computers, servers, software, printers, and peripherals including, but not limited to, storage systems, PDA's, scanners and projectors. State agencies purchased an estimated \$14 million from this contract during the past year. The State of West Virginia currently has an installed base of Dell, IBM, HP/Compaq and Gateway desktop hardware and HP and Lexmark printers.

1.1 **General Requirements:**

For a Vendor to be eligible to qualify for an award, the Vendor must meet all of the requirements listed below. Successful vendors will be qualified to submit bids for specific procurements during the life of the contract.

Throughout this section, **VENDOR** refers to the contracting company. **MANUFACTURER** is a company who actually manufactures equipment.

- 1.1.1 Any Vendor submitting bids **SHALL** be authorized to sell and service at least two of four manufacturers of our current installed base (Dell, IBM, HP/Compaq and Gateway) and also shall be authorized to sell and service Lexmark and Hewlett Packard printers. Vendor **SHALL** provide the Manufacturer's Reseller Certification and Service Certification (Exhibit C) for each manufacturer's equipment the Vendor will be offering under this contract, signed by an individual duly authorized to bind the manufacturer. The manufacturer's reseller certification **SHALL** guarantee that the named Bidder is an authorized dealer, is authorized to sell and service the equipment, and that in the event of a failure of that dealer to satisfactorily fulfill any contractual requirements, the manufacturer **WILL** honor and arrange for the discharge of all manufacturer's warranty services (including extended warranties purchased) for affected units sold to the State, either directly or by other authorized dealers, pursuant to the terms and conditions of the contract.

Vendor **SHALL** be required to submit an Exhibit C for any manufacturer that they become authorized to service and sell and wish to add to the contract. A completed Exhibit C and an original signature letter requesting the addition must be submitted to the Purchasing Division prior to the vendor bidding such equipment. If accepted, a formal contract change order will be executed allowing the vendor to bid that manufacturer's equipment.

- 1.1.2 No equipment will be considered from a dealer not expressly authorized by the manufacturer to sell and service the products being bid, as evidenced by the required documents cited above, unless the manufacturer requires that warranty work be performed by one of its subcontractors. In this instance, the Vendor **SHALL** provide a letter from the manufacturer stating: 1) the manufacturer's requirements that their subcontractor **MUST** provide warranty

support for all of their equipment sold under this contract; 2) who will be providing the manufacturer's warranty support for the State of West Virginia; 3) the standard warranty and response times for the manufacturer's equipment; and 4) a description of how warranty service will be provided within the response times mandated by the agencies.

- 1.1.3 The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will 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.
- 1.1.4 The State desires that the Vendor inform the State's Contract Administrator, on a timely basis, of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions. Vendor, at the request of the Contract Administrator, may agree to provide presentations in support of the above.
- 1.1.5 The successful vendor(s) **MUST** accept the State of West Virginia Purchasing Card for payment by all authorized State Agencies for purchases against this contract that are less than \$2,500.00. Vendors **MUST** also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.
- 1.1.6 Vendor **MUST** provide the IS&C Contract Administrator monthly usage reports including a summary of ALL equipment (regardless of dollar amount) sold under this contract including agency name, IP number, WV-39 or ECO number, date received, install date, and total amount (copies of the actual WV-39's or ECO's are not required).

These reports are due the second Wednesday of each month. Failure to provide monthly reports in a timely manner **WILL** be considered nonperformance and may result in a negative Vendor Performance Report. The State may request the reports to be submitted on electronic media (CD or diskette) as well as hard copy. The vendor **MUST** provide further clarification/correction to reports upon request from the IS&C Contract Administrator.

- 1.1.7 The Vendor **SHALL** provide their escalation procedures for problem resolution including time frames and contact(s) names and phone numbers with the bid submission.

1.2 STAFFING REQUIREMENTS

- 1.2.1. Vendor **SHALL** have on staff two (2) A+ certified technicians, each with a minimum of one-year experience, for the term of this contract. These certifications **MUST** be kept current, based on industry standards. Vendors **SHALL** provide copies of certifications and verification of experience, for the staff who meet the requirements for the above services. If either of the two required A+ technicians leaves the Vendor's employment, the Vendor **SHALL** be required to obtain a replacement within 30 days. Vendor **SHALL** provide the replacement certifications to the Contract Administrator. Until a replacement is employed, the Vendor may not be permitted to bid on procurements. Contract Administrator has the right to request proof of

certifications at any time during the term of this contract. **Note:** Agencies may require additional specialized certifications on certain bids. Vendor must be able to provide technicians (either on staff or subcontracted) with the requested certification to be considered for award on those procurements. Vendor **WILL** be asked to provide the certification(s) with the response to the agency bid request.

- 1.2.2 Vendor **MUST** provide a list of support staff for this contract and their resumes. Vendor **SHALL** designate all staff members who will be familiar with the administrative elements of this agreement. This person(s) **SHALL** facilitate between the State and the Vendor. This person(s) **SHALL** be available via a toll-free number between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time, during business days for the State, and be accessible to all agencies that have purchased items from the Vendor under this contract. This toll free number **SHALL** be included on all correspondence (including emails, documents with signatures, quotes, voice mail, and fax cover).

The vendor contact **shall** meet periodically with the Contract Administrator, IS&C Management and Agency Contact(s) to discuss issues, status, and problems upon request of the State's Contract Administrator.

- 1.2.3 Warranty work **SHALL** be performed by a technician authorized by the manufacturer to service the equipment. During the term of the contract, a copy of the technician's certifications **SHALL** be made available upon request of the state.

1.3 EXPERIENCE & REFERENCE REQUIREMENTS

- 1.3.1 Vendor's company **SHALL** have been in sales and service of the information technology product types they are bidding, for a minimum of five (5) years at the time of bid opening. Vendor **SHALL** submit documentation supporting how the company meets this requirement.
- 1.3.2 Vendor **SHALL** provide five (5) current customer references with which they have done business during the last 6 months, preferably in large private organizations. Any letters of reference **MUST** be dated after the release of the RFQ. *Two (2) of these customer references shall be for companies located within West Virginia.* Exhibit A **MUST** be completed for each reference provided. To be considered, the above references **MUST** be willing to respond to inquiries, if contacted by the State of WV.
- 1.3.3 All subcontractors **SHALL** also have at least three (3) years of experience in the services they will be providing. Vendor **SHALL** provide three (3) customer references for each of their subcontractors, one of which shall be from companies located within West Virginia. Exhibit A **MUST** be completed for each reference provided. To be considered, the above references **MUST** be willing to respond to inquiries, if contacted by the State of WV.

1.4 SUPPORT REQUIREMENTS

- 1.4.1 Vendor **SHALL** maintain a toll-free technical support telephone number, staffed for eight

consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., Eastern Standard Time, during business days for the State, and accessible to all agencies who have purchased items from the Vendor under this contract. Personnel staffing the Vendor's support line **SHALL** be able to give competent technical assistance to agencies for all items purchased from the Vendor.

1.4.2 Vendor **SHALL** return calls from agencies within two (2) business hours. These calls could be questions in regard to order status, questions on capabilities of equipment, requests for bids, or clarifications on bids already submitted.

1.4.3 Vendor **SHALL** be required, upon request, to provide state agencies' with tracking information that includes, but is not limited to, acknowledgement of the receipt of order, delivery status, etc.

1.5 WARRANTY REQUIREMENTS

1.5.1 The agency shall specify any Warranty required, type, and response time. By responding to the bid specifications, the Vendor is agreeing to meet the warranty provisions required in the agency's specifications.

1.5.2 If the agency specifies a particular warranty as required for a bid, the warranty will apply for all the equipment on the agency's bid request unless otherwise noted. For instance, if the agency spec sheet contains a PC and a printer, and the warranty requirement for the bid is three (3) years on-site, 8 hour response, this warranty requirement applies to the PC, the monitor, the keyboard and the printer.

1.5.3 If an agency does not specifically address warranty coverage in its bid document, the Vendor **SHALL**, at a minimum, provide manufacturer's three-year **on-site** warranty, with twenty-four (24) hour onsite response, that includes parts and labor at no cost to the State for all **desktops and servers**.

1.5.4 If the agency does not specifically address warranty coverage in its bid document, the Vendor **SHALL**, at a minimum, provide manufacturer's three-year **mail-in** warranty that includes parts and labor, at no cost to the State, for all **notebooks and monitors**. Warranty **SHALL** cover all shipping costs to the manufacturer's designated repair depot, and for the equipment's return.

1.5.5 If an agency does not specifically address warranty coverage in its bid document, Vendor **SHALL**, at a minimum, provide the agency with the standard manufacturer's warranty for all types of **printers**.

1.5.6 Vendor understands and agrees that when an agency buys a personal computer, and later buys an additional component(s), the agency **WILL** have the authority to install the component(s) without violating the warranty.

1.5.7 If an agency specifies on-site warranty, and the Vendor responds positively to the bid, the

Vendor **SHALL** "fix" the equipment on-site. If the equipment is not repaired within eight (8) business hours, the Vendor **WILL** supply a "loaner" of equal to, or better, speed and capacity, unless declined by the agency. Loaner equipment **WILL** be available for the agency to use until the original equipment is returned and working to the satisfaction of the agency. This loaner requirement applies to the personal computer, the monitor, the printer, and any other major components. If the equipment in question is a personal computer, the Vendor **WILL** supply the machine, but the agency will be required to load any software over and beyond the software installed on the machine as originally purchased. The agency may request the Vendor load additional software at their billable hourly rate.

- 1.5.8 If the equipment is mission critical, this requirement **WILL** be noted in the agency's bid specifications. A loaner **SHALL** be provided within 4 business hours to the agency until the hardware is repaired and meets the agency's satisfaction. This loaner equipment applies to servers, personal computers, monitors, printers, and any other major components. If the equipment in question is a personal computer or server, the Vendor **WILL** be required to assist the agency in removing the software and data from the mission critical machine and loading the software and data on the loaner so that the machine can be up and running within 4 business hours, at no cost to the agency.
- 1.5.9 When a warranty call is made to the Vendor, the Vendor, after hearing the problem description by the agency, **WILL** try to work with the agency to resolve the problem over the phone. At their discretion, the agency can require the Vendor to come on-site to resolve the problem when the equipment has been purchased under an on-site warranty.
- 1.5.10 When the Vendor is required to come on-site, if the problem is determined to be a problem not related to the hardware and software supplied by that Vendor, they may bill the agency for the time spent driving one-way to the user site and the time spent on-site. In this instance, the agency **SHALL** be notified of the error and the Vendor's intent to bill for the call. Vendor **MUST** provide their hourly rate as part of their bid response to be charged during the life of this contract. If the agency disagrees with the cause, both the agency and the Vendor **WILL** document the situation and submit it to IS&C for review. If the dispute can not be resolved, the agency may complete a Vendor Performance Form and submit it to the Purchasing Division for further review.
- 1.5.11 The Vendor **WILL** provide the IS&C Contract Administrator with the standard warranty for each manufacturer's product line to be supplied by the Vendor, upon request.
- 1.5.12 Vendor **SHALL** provide documentation showing the warranty coverage when the equipment is delivered, and this warranty coverage **SHALL** match the agency's requirements. This includes extended warranties required to meet the agency's minimum requirements. Vendor is responsible for registering the equipment with the manufacturer for standard warranty and extended warranty coverage. The Vendor **SHALL** provide, upon delivery, proof that the manufacturer's extended warranty was purchased via the Vendor's invoice from the manufacturer or a letter from the manufacturer confirming that the extended warranty will be in place for the order. The agency **SHALL** provide the Vendor with the required registration information upon request. Vendor **SHALL** provide, to the agency's registration designate,

proof of registration acknowledgement, in the agency's name, from the manufacturer, within 30 calendar days of the ship date. The agency will not initiate payment of any vendor invoice until proof of warranty registration issued by the manufacturer is delivered to the agency by the vendor.

- 1.5.13 In the event that the performance of warranty services under the contract results in a need to replace defective parts, such items **MUST** be replaced with new components and subject to the full contract warranty. In no instance will the Vendor be permitted to replace defective items with refurbished, remanufactured, or surplus items.
- 1.5.14 In the case of hard drive failure under warranty, the Vendor **WILL** be required to install the software originally ordered with the equipment on the new hard drive at no charge to the agency.
- 1.5.15 Upon completion of any warranty call, the Vendor **SHALL** provide the agency with a signed service report that includes, at a minimum: the date, a general statement of the problem, the serial number of the problem equipment, the action taken, any materials or parts replaced, the name of the technician who performed the repair, and the number of hours required to complete the repairs.

1.6 HARDWARE MINIMUM REQUIREMENTS

1.6.1 SERVERS

- 1.6.1.a. **SHALL** be from Dell, IBM, HP/Compaq or Gateway. **SHALL** be server class machines. If requested by the agency, the Vendor **WILL** be required to provide a UPS that will allow agencies to power down their server in the event of loss of power. This UPS should also protect the server from power surges and carry a minimum lifetime insurance on attached equipment of not less than \$20,000.
- 1.6.1.b. **SHALL** have permanent labels indicating manufacturer's name, model and serial number.

1.6.2 NOTEBOOKS

- 1.6.2.a. **SHALL** be Dell, IBM, HP/Compaq or Gateway. **SHALL** be business class machines unless otherwise specified.
- 1.6.2.b. **SHALL** have permanent labels indicating manufacturer's name, model and serial number.

1.6.3 DESKTOP COMPUTERS

- 1.6.3.a. **SHALL** be from Dell, IBM, HP/Compaq or Gateway. **SHALL** be business class machines unless otherwise specified. If agencies want surge protectors for their desktop units, this will be noted in their specifications.
- 1.6.3.b. **SHALL** have permanent labels indicating manufacturer's name, model and serial number.

1.6.4 MONITORS/VIDEO CARDS

- 1.6.4.a. At a minimum **SHALL** be 17" CRT with a dot pitch of .28 or LCD 15".
- 1.6.4.b. **SHALL** have permanent labels indicating manufacturer's name, model and serial number.

1.6.5 PRINTERS

- 1.6.5.a. The interface required will be as specified on the ordering document. Each printer shipped under the contract **SHALL** include at least one new, unused printer ribbon, toner cartridge (partially full toner cartridges **SHALL** be unacceptable) or other compatible print medium; and a 10 foot or longer interface cable sufficient to render each unit operational. Network connectivity **WILL** be specified on the ordering document. An appropriate print driver for the operating system **SHALL** be provided on media. All printers **SHALL** be Energy-Star compliant. All laser printers **SHALL** be HP-PCL6 compatible.
- 1.6.5.b. **SHALL** have permanent labels indicating manufacturer's name, model and serial number.

1.6.6 LOCAL AREA NETWORK CARDS

- 1.6.6.a. All products furnished hereunder **SHALL** include all appropriate interface cards and software drivers as needed for component compatibility and optimal performance. Software drivers **SHALL** be of the same brand name as the system with which it is supplied (or approved by the product manufacturer as an authorized substitute). Agencies **SHALL** reserve the right to request specific agency-standard Network Interface cards, where applicable. Items not provided by manufacturer **SHALL** be listed separately. All products **SHALL** be "plug and play".

1.6.7 3270 EMULATION CARDS AND SOFTWARE

- 1.6.7.a. All products furnished hereunder **SHALL** include all appropriate interface cards and software drivers as needed for component compatibility and optimal performance. All such cards and software drivers **SHALL** be of the same brand name as the product with which it is supplied (or approved by the product manufacturer as an authorized substitute). All **SHALL** be capable of supporting 3270 emulation using either IBM or Attachmate. The agency may specify a specific brand of 3270 card and/or software based on an installed base.

1.6.8 SURGE PROTECTORS

- 1.6.8.a. Suppressor **SHALL** be UL 1449, 1283 and 1363 or equivalently certified. The Suppressor **SHALL** meet or exceed ANSI/IEEE 587 category A and B tests. Nominal line voltage **SHALL** be 120VAC, 50/60Hz. Surge response time **SHALL** be less than 1 nanosecond. Suppressor **SHALL** have a "circuitry working" indicator. Suppressor **SHALL** have a circuit breaker for overload protection. Suppressor **SHALL** provide RFI/EMI noise filtering. Suppressor **SHALL** have a master on/off switch. Suppressor **SHALL** have a minimum of six NEMA 5-15R receptacles. The suppressor **SHALL** have a lifetime warranty with \$20,000 lifetime insurance on attached equipment. The suppressor **SHALL** have a minimum cord length of 4 feet.

1.7 SOFTWARE REQUIREMENTS

- 1.7.a. All desktop, notebook, and server systems ordered **SHALL** include the latest version of the operating system that, at the time of order placement, is standard for the configuration ordered. Alternative operating systems (e.g., UNIX, Linux) **SHALL** be bid as an additional service in accordance with the agency's requirements.
- 1.7.b. Vendor **SHALL** provide the hard copy of the software license for all software purchased under this contract.
- 1.7.c. If the software is pre-loaded, the Vendor **SHALL** provide the original restore diskette or CD-ROM for the software and appropriate drivers, to the agency, upon delivery.
- 1.7.d. The State has established contracts for major brands of software (Microsoft, Novell, etc.) Vendor **SHALL** work with those software manufacturers in order that agencies **SHALL** be able to receive delivery of PCs with software installed.

1.8 DOCUMENTATION

- 1.8.a. All products furnished hereunder **SHALL** include all applicable supporting documentation, instruction sheets, and user's guides normally available for the equipment and software ordered.
- 1.8.b. Vendor **SHALL** provide documentation, registration, licensing, and materials in HARD COPY for all software procured from the Vendor with the unit when delivered. Licenses **SHALL** be provided to the agency upon delivery. If extra software is loaded by the manufacturer and no license or documentation is included, or the software is unwanted by the agency, the Vendor may be asked to remove it at the agency's convenience and at no additional cost to the agency.

2.0 ORDERING PROCEDURES

2.1 GENERAL PURCHASING GUIDELINES

Agencies shall issue a WV-39, State Contract Release Order, for all orders less than \$250,000.00 against this contract. An Equipment Contract Order (ECO) will be issued by the Purchasing Division for orders above \$250,000.00. The agencies may contact the contract vendors directly for bids less than \$10,000.00. All other bids must be bid through the SWC-IP Bulletin Board maintained by the IS&C Contract Administrator.

All agencies **WILL** use the following guidelines when procuring from this contract:

2.1.1 Up to \$1,000:

Agencies are not required to use this contract for purchases up to \$1,000.00. However, agencies will not "string" purchases to circumvent the bidding process.

2.1.2 \$1,001 - \$10,000:

Agencies **MUST** use this contract for **all** purchases of the commodities included and follow the State's Purchasing Guidelines, which require three bids for any purchase that exceeds \$1000.

Agencies **WILL** telephone, fax or email bid requests to a minimum of three contract Vendors. The record of transmission **MUST** be maintained with the agency's procurement files for auditing purposes. Electronic responses from the Vendors are acceptable but if the total of the response exceeds \$5,000, the winning Vendor **MUST** submit the original signed quote to the agency for processing. Vendors who chose not to bid **MUST** respond with a no bid response, within the timeframe specified.

If all quotes exceed the \$10,000 limit, the bids **WILL** be canceled and the specifications **WILL** be re-bid using the SWC-IP Bulletin Board.

NOTE: The agency has the option of using the SWC-IP Bulletin Board in any purchases from this contract, regardless of dollar amount.

2.1.3 \$10,001 - \$250,000:

Agencies **MUST** use the SWC-IP Bulletin Board for all procurements greater than \$10,000.

Procurements over \$10,000 require the prior review and approval of the Chief Technology Office and IS&C. If the Vendor receives a WV-39 over \$10,000 from an agency without this approval, they should return the WV-39 to the agency before filling the order so that the agency can obtain the necessary approval. The Auditor's Office **WILL NOT** process payment for WV-39's over \$10,000 without the Chief Technology Office's approval.

2.1.4 OVER \$250,000:

Any requests for bids estimated to total more than \$250,000 **SHALL** be processed through the Purchasing Division. The agency must forward the WV-35, P-Doc, and the IS&C and CTO approval memos to Purchasing before the request is placed on the IP Bulletin Board. Upon receipt of the WV-35 by the Buyer, the Buyer will contact the IS&C contract administrator to set the opening date and approve posting of the bid on the bulletin board. The bids **WILL** be put out through the SWC-IP Bulletin Board but the responses to these bids **WILL** be submitted to the Purchasing Division and the Auditor's Office via normal Purchasing guidelines.

Upon award, an Equipment Contract Order (ECO) **WILL** be prepared by the Purchasing Division. The Chief Technology Officer and IS&C approval memos will be maintained in the Purchasing Division ECO file.

2.2 **AGENCY REQUEST FOR BID**

The agency provides the Vendor with its requirements, in writing, in the form of the Request for Bid. This Request for Bid should provide the Vendor with all the information they need to provide a bid.

2.2.1 AGENCY CONFIGURATIONS

The agency is required to annotate the individual minimum specifications required to meet their technical requirements.

a. DESKTOPS, SERVERS, AND NOTEBOOKS

- (1) When the agency requirements are general, the Vendor may bid their brand of choice as long as it meets the minimum requirements provided.
- (2) The agency has the option of listing manufacturer(s) that has been adopted as its standard, provided that manufacturer can be supplied by at least three of the contract Vendors. This standardization **MUST** be approved by the Chief Technology Office prior to this option being used by the agency. If the manufacturer's equipment is not available from at least three contract Vendors, the agency **MUST** specify at least one second acceptable manufacturer. Vendor substitutions for the specified manufacturers **WILL NOT** be considered.

b. PRINTERS

The agency may designate a particular printer due to established agency standards. Alternate manufacturers **WILL NOT** be considered when a particular manufacturer is specified. However, when a specified model number is no longer available, the Vendor should bid a replacement model, within the named printer product line, that meets or exceeds the agency's specifications, and clearly state the reason for this substitution in their bid response.

c. COMMUNICATION CARDS

Many agencies have standardized on communication cards. Agencies may designate a particular communication card and software. Substitutes **WILL NOT** be considered.

2.2.2 LEVEL OF SUPPORT

The agency should specify which of the following delivery and installation options they require. If the agency does not specify an option, Option C, as described below, **SHALL** be the level of support required.

- a. Option A - Products purchased under this option would be shipped to the designated agency in the original cartons as received from the manufacturer. It is understood that the Vendor cannot test the communication cards. If such items are ordered, the Vendor **WILL** be responsible for working with the agency to insure that these items work. It is understood by the agency that an order may become separated in shipping. If this happens, the total order **SHALL** be delivered within 5 business days from the receipt of the first shipment.
- b. Option B - Products purchased under this option would be assembled as a functioning system as ordered and tested by the Vendor prior to delivery. All software and components (such as memory chips, disk drives, and communication related options) included on the agency's bid document **WILL** be

installed and then shipped to the designated agency in the original cartons. It is understood that the Vendor cannot test the communication cards. If such items are ordered, the Vendor **WILL** be responsible for working with the agency to insure that these items work. It is understood by the agency that an order may become separated in shipping. If this happens, the total order **SHALL** be delivered within 5 business days from the receipt of the first shipment.

- c. Option C - Products purchased under this option **WILL** be assembled as a functioning system and tested as ordered prior to delivery. Vendor **SHALL** do the following:
- 1) Onsite installation (set-up all equipment and verify configurations). If the agency buys software packages with the procurement, the Vendor **SHALL** install the software procured before onsite installation.
 - 2) If installation includes a local area network card, the Vendor **SHALL** establish communications with the file server, unless prohibited by the agency.
 - 3) If the installation includes an emulation type connection, the Vendor **SHALL** establish communications with the host machine, unless prohibited by the agency.

2.3 RESPONSE TO AGENCY REQUEST FOR BID/BULLETIN BOARD BIDS

2.3.1 Any Vendor specification questions must be submitted to the agency, if the bid originates from the agency, the IS&C Contract Administrator, if a posted bulletin board bid, or the Senior Buyer in Purchasing, if an ECO. The inquiry will be investigated and a determination will be made if clarifications or changes are required to the specifications and an addendum to the bid document is required. All vendor questions must be submitted at least one working day prior to the bid opening date and time unless otherwise indicated in the bid specifications. Formal specification protests must be submitted to the Purchasing Division in accordance with §148-1-8 of WV Rules and Regulations.

2.3.2 Vendor **MUST** respond by the response date and time specified on the bid. Any bids received after the stated response time **WILL** be disqualified.

2.3.3 Vendor **MUST** itemize on each bid: 1) the manufacturer and manufacturer's model number/part number that they are bidding; 2) the unit cost; and 3) the extended cost.

For those components included in the cost of the personal computer (as it comes from the manufacturer) and included on the manufacturer's spec sheet as part of the model number bid, there is no need to show any additional costs.

If the Vendor **MUST** add components to meet the minimum specifications, those components **MUST** be original (the same as the base equipment) manufacturer's parts and not third party parts, unless specified otherwise by the agency. The Vendor **MUST** itemize the manufacturer's part number, unit cost and the extended cost for the added components. The only exception to the "original manufacturer's parts" rule is when the agency specifically requests a particular name brand component to be added to the machine other than the manufacturer of the personal computer. In this instance, the Vendor is still responsible for making that requested component work in the machine bid, or identifying any conflict to IS&C as soon as it is determined.

If the agency specifies that they require manufacturer's warranty, the Vendor **MUST** include the manufacturer's part number for this warranty, its duration and type (e.g. on-site, depot, etc.) and the cost.

2.3.4 Vendor **SHOULD** include manufacturer's specification sheet(s) for each bid submitted. The attached specification sheet(s) should include model number bid and specific information pertaining to agency requirements.

2.3.5 Items bid **MUST** be in compliance with the specifications of the agency. ANY ALTERNATES OR DEVIATION FROM THE CONFIGURATION **MUST** BE CLEARLY POINTED OUT BY THE VENDOR AND PERTINENT MANUFACTURER SPECIFICATION SHEETS SUBMITTED. Alternates offered by the Vendor as EQUAL to the specifications **MUST** be clearly defined with key specifications. If the alternate is due to a specific model number being discontinued by the manufacturer, the Vendor **MUST** supply documentation stating such from the manufacturer.

2.3.6 Bids should be totaled by the Vendor. In the instance where an error is made, unit prices **shall** prevail per WV §148.1.6.3.4. The costs quoted **MUST** match the invoice to insure timely payment for items.

2.3.7 If requested, the Vendor **SHALL** provide a copy of the entire bid package on CD-RW, including manufacturer's specifications, in Adobe PDF format.

2.3.8 If the agency specifies a manufacturer, the Vendor **MUST** bid equipment made by that manufacturer, and not re-branded or co-branded.

2.3.9 All Vendor quotations shall be F.O.B. Destination with inside delivery.

2.3.10 All bids shall be valid for a minimum of ninety (90) calendar days.

2.4 BID OPENING PROCESS FOR BIDS ON THE SWC-IP BULLETIN BOARD

2.4.1 Bids are put on the SWC-IP Bulletin Board every State of West Virginia business day. Vendor **WILL** be expected to check for new bids every business day.

- 2.4.2 Instructions for submission of bids will be included with the Bulletin Board bid specifications.
- 2.4.3 Bids posted to the SWC-IP Bulletin Board will be reviewed by IS&C. IS&C **WILL** prepare a Bid Summary showing the apparent rankings of the bids. One copy of the bid package and the summary are sent to the agency for a more detailed review. One copy of the bid package and a copy of the summary is retained by IS&C.
- 2.4.4 All bids above \$10,000.00 requires the Contract Administrator to post the name of the winning vendor on the Bulletin Board at the time the WV-39 or ECO is mailed to the vendor and include the date the WV-39 or ECO is mailed. Protest procedures shall be in accordance with §148-1-8 of the WV Legislative Rules and Regulations. All protests must be received in the Purchasing Division's offices within five (5) days of the date the WV-39 or ECO is mailed and the winning vendor announced. It is the vendor's responsibility to check the Bulletin Board for this announcement.
- 2.4.5 Bids copies will be available after the award is announced. If the Vendor wants copies made of any bid responses, they **MUST** submit their request in writing to the Contract Administrator and submit a check payable to Information Services and Communications in the amount of \$.50 per page with a minimum charge of \$10.00. IS&C **WILL** have the copies made and available within eight (8) business hours of a request received after the award has been announced. Copies of ECO bid opportunities will also be available in the Purchasing Division's offices at similar charges.

2.5 DELIVERY REQUIREMENTS

- 2.5.1 Upon receipt of the completed WV-39 or ECO, the Vendor **WILL** have eight (8) business hours from the time of receipt to verify the accuracy of the order and respond, via phone, facsimile transmission or email, stating the anticipated order delivery date. If the Vendor fails to respond within this time frame, it **WILL** be assumed that the Vendor is not able to provide the equipment, and the agency may complete a Vendor Performance Form, submit it to the Purchasing Division and request cancellation and re-award to the next lowest bid vendor meeting specifications for any bid above \$10,000. For bids \$10,000 or less, the agency may cancel and re-award under Agency Delegated Authority.
- 2.5.2 Any Vendor request for cancellation of the WV-39 or ECO by bid withdrawal must be in accordance with §148-1-6.2.7 of the WV Legislative Rules and Regulations. Proper documentation must be maintained in the procurement file for any accepted bid withdrawal. If a Vendor exhibits a pattern of bid withdrawal (three withdrawals/cancellations in any three month period) the agency may file a negative Vendor Performance Form with the Purchasing Division.
- 2.5.3 The Vendor **MUST** notify the Agency in writing (e-mail or fax) of a documented manufacturer back order situation during these eight (8) business hours. This documentation must be from the manufacturer. If the back order situation is the

Vendor's and not caused by the manufacturer, the agency may complete a Vendor Performance Form, submit it to the Purchasing Division and request cancellation and re-award to the next lowest bid vendor meeting specifications for any bid above \$10,000. For bids \$10,000 or less, the agency may cancel and re-award under Agency Delegated Authority.

- 2.5.4 If, upon receipt of the completed WV-39 or ECO, the Vendor needs to substitute any item bid due to manufacturer discontinuance, they **MUST** notify the agency within these eight (8) business hours and provide manufacturer documentation of the discontinued item and its equivalent replacement. Any substitution **MUST** be from the same manufacturer and at the same price as the original bid. The vendor must provide any relevant manufacturer literature to prove the replacement item is equivalent to the item specified. The agency may accept or reject the replacement item offered and process a change order to the WV-39 or ECO to formalize acceptance of the substitution.
- 2.5.5 Vendor will **not** deliver partial shipments unless pre-approved in writing by the agency. If an agency receives an unapproved partial shipment, the agency may file a Vendor Performance Form.
- 2.5.7 If the Vendor does not deliver as specified in the Vendor's response on the date agreed upon by the agency, the Vendor **WILL** be liable for liquidated damages as described in 2.8.1.
- 2.5.8 Vendor **MUST** agree to ship all items complete with all of the manufacturer's normal inclusions, such as, but not limited to, manuals, registration cards, cables, etc.
- 2.5.9 **All** shipping containers **SHALL** be legibly marked or labeled with purchase order number and contents. If the agency is unable to determine the purchase order number or identify each item received, the Vendor may be required to come on site and assist with the identification process, and/or label the boxes with the required information. Each delivery **SHALL** have an itemized packing slip that includes itemized quantities and model, or part, numbers of the entire delivery, suitable to be utilized as a WV State Receiving Report.
- 2.5.10 Standard shipping method **SHALL** be 3 to 5 days ground.

2.6 INSTALLATION OF EQUIPMENT

- 2.6.1 Vendors are not required to supply communication cards or associated software under this contract, but Vendors are required to support the standard communication requirements as specified in the RFQ. If an agency specifies a communication card as a requirement for their bid, the Vendors who do not supply communication cards under this contract cannot bid on that particular procurement.

2.6.2 Vendor is responsible for making equipment they sell work in the State's environment with the communication card and software provided, whether or not they supplied the card and software.

2.6.3 If the agency has chosen Options A or B as described in Section 2.2.2, the agency and Vendor responsibilities are as follows, in the event of a problem situation:

- a) Upon agency request, members of IS&C's Technology Resource Center Staff or the agency's technical support staff will work with the Vendor through their telephone support line for up to two (2) business hours to try to get the equipment to perform as required. If IS&C staff are needed and available to assist, the agency will pay IS&C for actual hours worked at the current published rate for IS&C technicians. After the two (2) business hours expire, the Vendor **WILL** be notified of the State's inability to make the Vendor's equipment perform.

If the Vendor requests, and obtains the assistance of IS&C any time throughout the process, the Vendor will be billed at the current published rate for IS&C technicians. Any such Vendor request **WILL** require a written statement requesting the assistance.

- b) Vendor **WILL** have eight (8) business hours after notification of the State's inability to make the Vendor's equipment perform to arrive on-site to correct the problem.

If the Vendor does not arrive and correct the problem within these eight (8) business hours, the equipment may be returned by the agency, because of non-performance, at no cost to the State. The WV-39 may be cancelled and re-award made to the next lowest bid vendor for procurements of \$10,000 or less. In addition, the agency shall complete and submit a Vendor Performance Form to the Purchasing Division. For procurements in excess of \$10,000, the agency must complete and submit a Vendor Performance Form to the Purchasing Division for review and approval of cancellation and re-award.

2.6.4 If the agency has chosen Option C as described in Section 2.2.2, the Vendor and Agency responsibilities are as follows:

- a) If the Vendor cannot get their machine operational under the communication requirements noted in the agency configuration within two (2) business days, the machine may be returned by the agency, under non-performance, at no cost to the State. The WV-39 may be cancelled and re-award made to the next lowest bid vendor for procurements of \$10,000 or less. In addition, the agency shall complete and submit a Vendor Performance Form to the Purchasing Division. For procurements in excess of \$10,000, the agency must complete and submit a Vendor Performance Form to the Purchasing Division for review and approval of cancellation and re-award.

Any technical consulting work by IS&C in attempting to resolve the problem for the agency, will be billed to the agency.

- 2.6.5 If the agency does not specify where the equipment is to be installed, the Vendor is responsible for providing warranty services to the delivery location shown on the bid. Agencies can specify a delivery location and an installation location (where the warranty service **WILL** be provided). If the agency moves the equipment to another location, the agency **MUST** pay the Vendor's quoted hourly rate for any additional time required spent traveling to and from the new installation site compared to the original installation site. This shall be the difference in time required, not the entire time needed for travel to and from the new site.

2.7 ACCEPTANCE

- 2.7.1 Orders for equipment placed against this contract **SHALL** be subject to inspection and a 30-day (calendar days) testing period by the ordering agency. Vendor equipment which is found to not meet the specifications or other requirements of the contract or ordering document may be rejected and returned to the Vendor at no cost (including return transportation) by the ordering agency with no restocking fee. Unless otherwise notified or mutually agreed, acceptance **SHALL** become effective at the end of the 30 day testing period. Such acceptance **SHALL** not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects, for which the vendor can be held liable.
- 2.7.2 Acceptance procedures **SHALL** not begin until the total order is received, including warranty registration(s), by the agency, unless partial shipments were agreed upon by the agency in advance.
- 2.7.3 Some agencies **WILL** be buying equipment for statewide use with delivery at a central location. In these instances, the agency and the vendor shall reach mutual written consent for a staged acceptance procedure upon award. This option **WILL** be noted on the agency specifications when they are released for bid.
- 2.7.4 The agency **WILL** maintain the hardware boxes and other packaging in which the equipment was delivered until acceptance of the system has been completed.

2.8 PENALTIES and PROCEDURES FOR NON-PERFORMANCE

2.8.1 LIQUIDATED DAMAGES:

The State declares, and the Vendor acknowledges by submittal of a response to this RFQ, that the State may suffer damages due to lack of performance by the Vendor. In the event of any non-performance, the Vendor **SHALL** pay that amount as liquidated damages and not as a penalty. Amounts due the State as liquidated damage may be deducted by the State from any money payable to the Vendor and any amount outstanding over and above the amounts owed

on an invoice **WILL** be promptly tendered by check from the Vendor to the Agency. The Contract Administrator and the Purchasing Division **SHALL** be informed, in writing, before any liquidated damages are claimed by individual agencies.

If the Vendor does not deliver equipment, as promised, the Vendor **SHALL** pay the Agency as liquidated damages the following charges for each business day the equipment is late: \$50/day for desktops or laptops; \$200/day for servers; \$25/day for printers; and 3% of cost quoted/day for miscellaneous equipment and/or software. Any partial order **SHALL** have been agreed to by the agency prior to delivery or the liquidated damages **SHALL** apply to the entire order, except in the instance where the agency has put the partial order into production. In this instance, liquidated damages **WILL** not apply to the delivered portion.

Vendor **SHALL** not be liable for liquidated damages when delays arise out of cause beyond their reasonable control and without the fault or negligence of the Vendor. Delays due to cause of Force Majeure **SHALL** extend the time for performance on a day-by-day basis, but in every case the delay **SHALL** be beyond the reasonable control and without fault or negligence of the Vendor. The Vendor **SHALL** provide written notification at the onset of delays, arising out of causes beyond their reasonable control, effecting delivery of the order. Agency may request proof of cause, and date of delay.

When the agency pursues liquidated damages, the agency **SHALL** prepare and send a fax to the Vendor confirming the agency's understanding of the problem or status and the agency's intent to invoke liquidated damages. A copy of this fax should also be sent to the Contract Administrator and Purchasing. Upon such notification by the agency, the Vendor **WILL** have five (5) business days ("notice to cure") to rectify the situation prior to the invoking of liquidated damages. If the Vendor resolves the problem within the five (5) business day "notice to cure" time frame, liquidated damages **WILL** be waived, but the agency **WILL** still have the option of submitting a Vendor Performance Report. If the Vendor does not resolve the problem within the five (5) business day "notice to cure" time frame, liquidated damages **WILL** apply for these five (5) business days as well as any other days between the onset of damage, and the date of resolution.

2.8.2 LEMON PROVISION

If more than three legitimate service calls are required for any item purchased under this contract, during the manufacturer's warranty period, the item **SHALL** be considered a "lemon" and replaced by the Vendor. If the agency and Vendor determine that the problem is a known software problem, the service call **WILL** not count as one of the three required under this "lemon" provision. Initial installation and set-up also does not count as one of the three service calls. The agency **SHALL** maintain a service log documenting all service calls by serial number, Vendor technician working on the problem, and date. If an order of multiple machines of the same model exhibit the same symptoms/defect, the entire order may be considered a lemon and subject to replacement.

2.8.3 VENDOR PERFORMANCE

The agency and the Vendor should try to resolve problems prior to an agency having the need to file a Vendor Performance Form. If the problem cannot be resolved, the agency **MUST** contact IS&C to address the problem prior to filing a Vendor Performance Form.

2.8.4 VENDOR PERFORMANCE REPORT

Any formal complaint as to quality, faulty or delinquent delivery and service, or a violation of contract provisions by the Vendor **SHALL** be documented on a Vendor Performance Form (WV-82) after all attempts have been made by the agency to resolve the problem. The agency **WILL** complete the Vendor Performance Form, including a summary of action taken and written vendor response, and send copies to the Vendor, IS&C and Purchasing. IS&C and Purchasing **WILL** review the Vendor Performance Form and the Vendor's response to determine resolution of the problem. All remedies shall be in accordance with §148-1-5 of the WV Legislative Rules and Regulations.

RESPONSE TO VENDOR QUESTIONS/IP04

1. Q. 1. 1.2.1 Staffing Requirements States that you are requiring service of a A+ certified technicians only. Does the State not need the service of a System Engineers certified from the Network Operating Systems A+ technicians are for support of the desktop only.

R. **The requirement for A+ certified technicians is a minimum requirement for a vendor to qualify for the contract. If an agency buys a server, the vendor would have to send someone authorized to work on a server by the manufacturer. If an agency wants a System Engineer on site during installation, they can specify that on their specifications. The vendor then could use his own staff or sub-contract for that portion of the bid.**
2. Q. 4. 1.5.13 States: Replacement parts may only be new parts.
a. warranty parts are normally refurbished or repaired
Resolution requested- Wave this requirement and add the statement “ must carry original manufactures warranty”

R. 1 5 13 is revised as follows: In the event that the performance of warranty services under the contract results in a need to replace defective parts, such items must be replaced with new components subject to the full contract warranty, or refurbished components with an equal, “like-new” warranty.
3. Q. **Service Requests:** What information will the State agencies provide vendors when placing service calls? Most vendors will need the following information in order to verify the product was purchased from the vendor and warranty status.
Purchase order
Agency contact information
Model and serial number
Description of problem
Resolution requested – Service requests must have the above information before service calls are initiated.

R. Agencies shall utilize the attached “Service Request Form” when placing service requests.
4. Q. 2.3.4 Will the State require specification sheets for every bid on every component at the time of bid submission?
Resolution requested- Bid specs should be included in every bid on all components.

R. Add the following to 2 3.4 If the vendor fails to provide the specifications sheets with the bid submission, the vendor shall have one business day, upon notification by the State, to provide the sheets or the bid may be disqualified.

5. Q. 2.4.4 Are the bid protest now to go to purchasing rather than IS&C?

R. Yes. All formal award protests shall be submitted to the Purchasing Division in accordance with §148-1-8 of the WV Legislative Rules and Regulations. The protest of an award should not be confused with a request for clarification of specifications prior to the bid opening. The vendor shall submit such inquiries in accordance with specification 2 3.1.

6. Q. 2.5.9 How is the state going to verify that the shipping report is received within the 24 hours as required under 12 -3-10f of the WV Code that States receiving report required within 24 hour of delivery of product? *This request is a result of agencies not paying invoices due to the fact they do not have the required receiving reports to process invoices.*

Resolution requested- All products should be received in accordance with HB 3034 and WV code 12-3-10f.

A. The WV Code (12-3-10f) does specify that the receiving reports are to be prepared within 24 hours of the receipt of the commodities. When agencies are buying a large number of personal computers at one time, it would be impossible to sign off that the commodities are received and acceptable for payment within 24 hours of receipt. In these instances, the agencies will have to specify in their bid that pcs are to be delivered in smaller increments and that the agency be notified at least 24 hours in advance of the delivery date so that people can be scheduled to check the machines as they are delivered. This initial approval of the receipt of the pcs does not negate the agency's fourteen calendar day acceptance period.

7. Q. 2.7.1 States: Agencies have 30 days to accept product. Most Manufactures and distributors will on allow vendors to return product up to 30 days. It can take up to two weeks to process a return to the manufacturer. The current proposed 30 days does not allow enough time for vendors to return product to manufacturer.

Resolution requested I am requesting the 30 days be move back to 14 days as it is in the current IP Contract..

R. The testing period is changed from 30 calendar days to 14 calendar days.

8. Q. When may the vendor invoice the agencies for payment? After all products are delivered? After the acceptance period ?
Resolution requested- We are requesting that we may invoice to agencies when all product is delivered. Currently many of the agencies are not processing payments within a time frames required of the prompt payment act. If vendors have to wait until after the acceptance period this will add 30days to the payment of any invoice. This additional time will add cost to the vendor, which will be added to vendors bid. Which will cost the State of WV to pay more for their procurements
- R. Vendors must invoice upon acceptance of the equipment by the agency. Unless otherwise notified, this would be after the 14 day testing period.
9. Q. 2.8.2 Lemon Provision States: any three legitimate service calls during the manufactures warranty period shall be considered a lemon.
-Most manufactures are coming with three and Four year warranties.
Three service calls in four years a likely to happen it should not make it eligible to be replaced.
- the expected failure rate of most manufactures will exceed 3 service calls in three or four years period.
-The WV Lemon Law today only applies to automobile purchases. It applies to the first year of the manufacturers warranty period only. Today automobiles come with 3-10 years warranties, under the current wording of this contract that automobile would have to be covered for 3-10 years.
Resolution requested- Change the wording to the initial warranty period. Three service calls for the first year would be reasonable engage lemon provision. Three or Four years is too long and not reasonable
- R. Specification 2 8 2, first sentence is modified to read as follows. If more than three legitimate service calls are required for any item purchased under this contract during the first year of the equipment's placement, the item shall be considered a "lemon" and replaced by the Vendor with equal equipment meeting or exceeding the specifications of the original equipment
10. Q. May other municipality purchase product from this contract such as local government? If so do all the terms of this agreement apply to their purchases as well?
- R. Yes, this contract is available to any participating political subdivision in accordance with the terms and conditions of the contract. However, it is at the political subdivisions' and vendors' discretion to establish applicable terms and conditions and the political subdivisions' discretion to use the electronic bulletin board and their own purchase order forms

11. Q. Is there a different acceptance timeframe when the P-Card is used?
- R. No. The procurement would still be subject to the 14 day testing period unless otherwise notified by the agency.
12. Q. Will the acceptance timeframe remain at 30 days?
- R. See response to question 7 above.
13. Q. Would the State accept a response that would only include one manufacturer? IBM? And Lexmark?
- R. No. The requirements stated at 1.1.1 are mandatory.
14. Q. Do you require original blue ink signatures for all Exhibits as well as all signature lines on the RFQ?
- R. An original signature is required on the bid document to Purchasing. Blue ink is preferable, but not mandatory. Exhibits C1 and C2 and the WV-96 must have original signatures prior to award. The vendor should provide the originals with the bid.
15. Q. It is my understanding that once we have a complete RFQ together, we can put it in the copier and make an exact copy for the Auditor's office. Is that correct?
- A. Yes, the vendor should assemble the original bid for Purchasing and then make an exact duplicate for the Auditor's Office Bid Observer.
16. Q. Are electronically signed copies of Exhibit A or C acceptable?
- A. No. The Attorney General's Office will not accept electronic signatures in lieu of original, inked signatures on contracts.
17. Q. Section 1.5.6 after thinking about it more. I think it depends on the Manufacturer. Dell won't have a problem with that statement, but I think others will, and I don't see how I can as a Vendor speak for the manufacturer's warranty. You could add to the end of the sentence "unless the installation caused damage to the PC."
- A. The State declines any change to specification 1.5.6.
18. Q. The reseller certification as presently drafted fails to account for situations where (1) the reseller bidding purchases products through distribution, and (b) is not fulfilling warranty service because it is being

handled by the manufacturer directly. Would the State accept a revised certification form?

A. The vendor and manufacturer may cross-out and **initial at the cross-out**, the words "and service" from the first sentence in Exhibit C. The State believes that the phrase "subject to its normal business practices" found in the second sentence, allows for supply through distributors if that is the normal business practice of the manufacturer. In addition, the first sentence of the final paragraph found below the signature lines is deleted. Vendor must provide proper documentation as stated in the final paragraph in cases where the manufacturer does not authorize the reseller to provide the service.

19. Q. Can we have a list of attendees from the meeting. We're mainly interested in the vendors that were present.

A. See the attached sign-in sheet.

20. Q. Some State Agencies have standardized on Dell product. Of the \$14M in business conducted off this contract last year, could you break down the dollar distribution by manufacturer? We are looking for approximate figures.

A. **Those figures are not available.**

21. Q. We may need to pursue being Dell authorized. If we're granted State Vendor status, could the State support us in acquiring Dell authorization?

A. Acquiring authorization from Dell would be the responsibility of the vendor.

22. Q. Are these (Dell standardization) agencies open to other than Dell? We're assuming No.

A. This is an agency decision. The agency must include in their specifications if they require brand specific and be properly authorized by the Chief Technology Office for such specific name brand specification.

23. Q. Could you supply us with a breakdown of business per geographic area within the State? We are primarily interested in Route 50/33 and North, for obvious reasons (we're located in Morgantown).

A. **This information is not available.**

24. Q. Do we have an opportunity to discuss future bid needs with agencies? For example, DHHR is looking for 300 PCs in September 2004. They would know this in July 2004. Might we receive advance notice about the expected purchase and discuss requirements with them before bids are released?
- A. Vendors may contact agency staff and arrange sales calls if desired.
25. Q. 1.3.1 - Vendor 5 year Requirement - we request that this be changed to as of July 1, the estimated date of contract. By making it bid opening date, you have created a variable requirement of 5 year - 1 month and 2 week requirement.
- A. Specification 1.3.1 is revised as follows: Vendor's company shall have been in sales and service of the information technology product types they are bidding, for a minimum of three (3) years at the time of bid opening. Vendor shall submit documentation supporting how the company meets this requirement.
26. Q. What do you require for proof on this requirement?
- A. Suggested documentation may be Vendor Registration forms, Business Licenses, Articles of Incorporation, tax receipts, etc. The State reserves the right to confirm compliance with specification 1.3.1 as needed.
27. Q. When was the last time this contract was opened?
- A. The previous contract was awarded 01/15/00.
28. Q. What is the anticipated life of this contract including renewal's & extension?
- A. See the Exhibit 3 added as a part of this addendum.
29. Q. 2.7.1 We ask that this be changed to 14 days.
- A. See response to question 7 above.
30. Q. 2.6.2 We feel this language or procedure needs to be changed since you asking us to warranty compatibility on unforeseen network cards.
- A. When the problem is found to be with a card or software not supplied by the vendor, the vendor may bill at their hourly rate per 1.5.10.

31. Q. 2.3.8 – Will purchasing allow for specific brands only?

A. Agencies have been permitted to name brand specific products if approved by the Governor's Office of Technology as that agency's installed base. The stipulation that re-branded or co-branded products are prohibited is removed from specification 2.3.8, however, the co-branded or re-branded product must be identical to the manufacturer branded product in all material aspects except for the brand name designated for the product. Specification 2.3.8 is modified to read, "If the agency specifies a manufacturer, the Vendor MUST bid equipment provided by that manufacturer."

32. Q. 1.6.4.a – Most manufactures reference 17" CRT but actual viewable is 16" or or 15.9". Can you clarify this spec.

A. 17" is a standard. Unless the agency specifies the viewable requirements in their specifications, the vendor should bid a 17" monitor and not worry about the viewable space.

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AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
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. **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: THE COMPUTER STORE INC. OF WV dba TCS
TECHNOLOGY SVCS

Signed: _____

Signed: Clitzph L. Hill

Title: _____

Title: PRESIDENT

Date: _____

Date: 5/18/04

EXHIBIT B

VENDOR FACT SHEET

Company Name THE COMPUTER STORE / TCS FEIN NUMBER 55-0567661

Address 915 QUARRIER STREET - SUITE

Telephone # 304-345-1360 FAX# 304-345-3714
800-287-1497

Hourly Services Rate \$ 75 / HOUR

RESIDENT VENDOR PREFERENCE 5 % (Vendor must check and sign the attached Resident Vendor Preference Certificate and include with bid submission to be considered.)

CONTACTS:

Marketing LEE ANNE KENNEY Telephone # 304-345-1360
 E-mail lkenney@tcs.wv.com 800-287-1497

Maintenance NANCY MANNING Telephone # 304-345-1360
 E-mail nmanning@tcs.wv.com 800-287-1497

MANUFACTURERS TO BE PROVIDED UNDER THIS AGREEMENT

Manufacturer	PC	Notebook	Server	Laser	Inkjet
IBM	X	X	X		
HP/COMPAQ	X	X	X	X	X
LEXMARK				X	X



Vendor Fact Sheet (continued)
Page 2

Provide the names of at least two (2) A+ certified technicians on your staff, the number of years of experience, and attach copies of their certifications to this form.

Name	# Years Experience
<u>MICHAEL HOLMES</u>	<u>9</u>
<u>MIKE JONES</u>	<u>11</u>

Do you have a CNE on staff?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Do you have a MCSE on staff?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Do you offer network installation support?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Which types of networks do you support? MICROSOFT, NOVELL, LINUX, UNIX
(BROKEN ONES!)

COMMUNICATIONS:

Which 3270 cards **WILL** you provide/support?
ATTACHMATE

Which Network cards **WILL** you provide/support?
3COM, NETGEAR, LINKSYS, INTEL



EXHIBIT C

MANUFACTURER'S RESELLER CERTIFICATION

The undersigned manufacturer hereby certifies that the below named vendor is a regular dealer in the undersigned manufacturer's products and is authorized to sell and service all such products. If awarded a contract with the State of West Virginia, the undersigned manufacturer WILL furnish such vendor subject to its normal business practices, the products being bid, and if the business relationship with this reseller should be altered or canceled, the manufacturer WILL immediately notify the State of West Virginia, Department of Administration, Information Services and Communications.

The undersigned manufacturer further guarantees that, in the event of a failure of the named vendor to satisfactorily fulfill any warranty services bid under the contract, it WILL upon request by the State of West Virginia honor its best commercial warranty requirements for units sold by that vendor, either directly or through other authorized manufacturer representatives.


This company provides this certification knowing and intending that the State of West Virginia WILL rely upon it when deciding whether to award a contract to the named vendor. The individual signing this agreement personally represents and warrants that they are duly authorized to sign this certification and bind the named company to the obligations hereby entered into.

IBM
Name of Manufacturer

Address:
2100 Corporate Drive
Suite 500
Wexford, PA 15090

Telephone Number:
724-940-6187

Karen Evans

Printed Name


THE COMPUTER STORE INC OF WV
Name of Vendor dba TCS TECHNOLOGY SERVICES

Address: LOG ID 30588
915 QUARTER STREET SUITE 5

CHARLESTON WV 25301

Telephone Number:
304-345-1360

CHRISTOPHER L HELLER
Printed Name

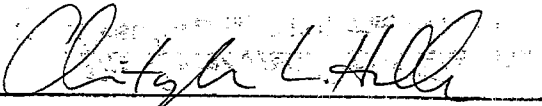


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Lexmark International, Inc.
Name of Manufacturer

The Computer Store
Name of Vendor

Address:

Address:

740 New Circle Road

915 Quarrier St., Ste 5

Lexington, KY 40550

Charleston, WV 25301

Telephone Number:

Telephone Number:

859-232-2000

800-287-1497

Sharon Brindley
Printed Name

CHRISTOPHER L. HELLER
Printed Name

Sharon Brindley
Authorized Signature

Christopher L. Heller
Authorized Signature

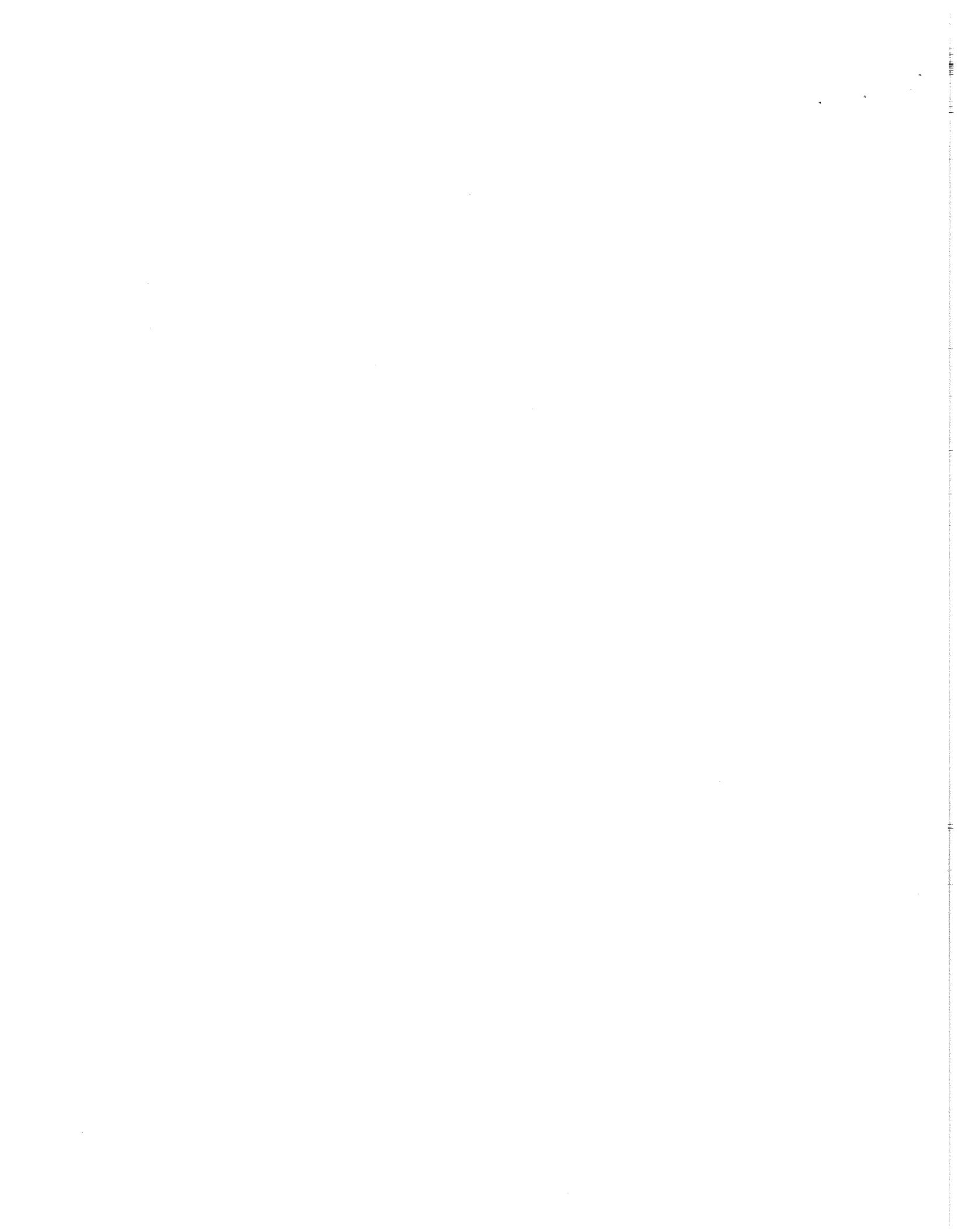
Vice President, Public Sector
Title

PRESIDENT
Title

May 21, 2004
Date Agreement Signed

5/25/04
Date Agreement Signed

Manufacturer agrees that the listed vendor is authorized to sell and service. If Manufacturer does not offer service authorizations, the Vendor **MUST** provide documentation from the manufacturer stating this, explain how the manufacturer handles warranty support, and the Vendor's Plan of action for servicing the State of WV.



MANUFACTURER'S RESELLER CERTIFICATION

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HEWLETT PACKARD
Name of Manufacturer

THE COMPUTER STORE, INC. OF WV dba TCS TECHNOLOGY SERVICES
Name of Vendor

Address:
2838 WOODBINE CROSSLING CT
MEDFORD, VA. 23112

Address:
915 QUARRIER STREET - SUITE 5
CHARLESTON, WV

Telephone Number:
804-763-4078

Telephone Number:
304-345-1360

JOHN HAGERTY

CHRISTOPHER L. HELLER

Printed Name
John Hagerty
Authorized Signature

Printed Name
Christopher L. Heller
Authorized Signature

SALES MGR.
Title

PRESIDENT
Title

4/23/04
Date Agreement Signed

4/29/04
Date Agreement Signed

Manufacturer agrees that the listed vendor is authorized to sell and service. If Manufacturer does not offer service authorizations, the Vendor **MUST** provide documentation from the manufacturer stating this, explain how the manufacturer handles warranty support, and the Vendor's Plan of action for servicing the State of WV.

