



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

State of West Virginia
Master Agreement

Order Date: 2016-10-06

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 SWC0000000023	Procurement Folder: 221835
Document Name: SWC IP16	Reason for Modification:
Document Description: OPEN-END FOR DESKTOPS, LAPTOPS, TABLETS AND ACCESSORIES	
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2016-10-01
Free on Board:	Effective End Date: 2017-09-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000231044 HP INC 800 CRANBERRY WOODS DR #200 CRANBERRY TOWNSHIP PA 16066 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Laura E Hooper Requestor Phone: (304) 558-5472 Requestor Email: laura.e.hooper@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount | Open End

Stephanie L Gale

PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>Robert H. Fisher</i> DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: ELECTRONIC SIGNATURE ON FILE
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10/19/16

Extended Description:

The Vendor, HP Inc., agrees to enter with the West Virginia Department of Transportation, into an open end contract to provide desktops, laptops, tablets and accessories per the Specifications, Terms and Conditions, Bid Requirements, Addendum #1 published 7/26/2016, Addendum #2 published 8/5/2016, and the Vendor's bid dated 8/17/2016 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43210000				\$0.000000
	Service From	Service To			

Commodity Line Description: E-CATALOG

Extended Description:

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
 - 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on October 1, 2016 and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

- 19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project;
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

General Terms and Conditions:

1. Contractual Agreement:

Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

Response:

HP agrees. The following is in accordance with Q&A number 6, as included in Addendum 2 dated August 5, 2016;

If HP is fortunate to receive the CRFQ award, we propose that the parties contract using the same process as IP12. HP agrees to the terms and conditions of the CRFQ and the West Virginia Agreement Addendum WV-96 (Rev. 5/16). As required by sections 4.2.3 and 4.2.4, the HP Customer Terms are included as **Attachment 5**, which are consistent with the terms to which the parties agreed for IP12.

HP Customer Terms also include the following provision (as included in the IP12 contract), so that the terms of the West Virginia Agreement Addendum control in the event of a conflict:

"Conflict. In the event of a conflict between the terms of this HP Agreement and the terms of West Virginia's Agreement Addendum (WV-96) that apply to Solicitation CRFQ 0212 SWC1700000001, to which this HP Agreement is attached, the terms of West Virginia's Agreement Addendum (WV-96) shall control."

HP is committed to negotiating, in good faith, to mutually arrive at a final agreement that meets the best interests of both the State and HP.

2. Definitions:

As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration Purchasing Division.



- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Response:

HP agrees.

3. Contract Term; Renewal; Extension:

The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s). **Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the



multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

- One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other: See attached.

Response:

HP agrees.

4. Notice To Proceed:

Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

Response:

HP agrees.

5. Quantities:

The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

- Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Response:

HP agrees.

6. Emergency Purchases:

The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing



Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

Response:

HP agrees.

7. Required Documents:

All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
 - Commercial General Liability Insurance:** In the amount of _____ or more.
 - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
- LICENSE(S) | CERTIFICATIONS | PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.



The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

Response:

HP agrees.

8. Workers' Compensation Insurance:

The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

Response:

HP agrees.

9. Litigation Bond:

The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

Response:

HP agrees.

10. Liquidated Damages:

Vendor shall pay liquidated damages in the amount of _____ for _____. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

Response:

Pursuant Q&A number 5, included in Addendum Number 2, dated August 5, 2016, the State advised it is not pursuing this option.



11. Acceptance:

Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

Response:

HP agrees.

12. Pricing:

The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

Response:

HP agrees.

13. Payment:

Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

Response:

HP agrees and understands that West Virginia Code §8-13-22d (Prompt Payment Act of 1995) will govern payment of HP invoices.

14. Purchasing Card Acceptance:

The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

Response:

HP agrees to accept the State of West Virginia VISA Purchasing Card for payment of contract purchases at the time the order is placed only. Credit card orders can be placed by phone providing a copy of the Purchase order for HP's records. HP will include details in the order process document for agencies on HP Credit Card Payment order processing guidelines.



15. Taxes:

The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Response:

HP agrees.

16. Additional Fees:

Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the

Response:

HP agrees.

17. Funding:

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

Response:

HP agrees.

18. Cancellation:

The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

Response:

HP agrees.

19. Time:

Time is of the essence with regard to all matters of time and performance in this Contract.

Response:

HP agrees.



20. Applicable Law:

This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

Response:

HP agrees.

21. Compliance:

Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

Response:

HP agrees.

22. Arbitration:

Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

Response:

HP agrees.

23. Modifications:

This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Response

HP agrees.



24. Waiver:

The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Response:

HP agrees.

25. Subsequent Forms:

The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements; and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

Response:

HP agrees.

26. Assignment:

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

Response:

HP agrees.

27. Warranty:

The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

Response:

HP agrees.



28. State Employees:

State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

Response:

HP agrees.

29. Bankruptcy:

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

Response:

HP agrees.

30. Privacy, Security, and Confidentiality:

The Vendor agrees that it 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/default.html>.

Response:

HP agrees as it applies to personally identifiable information or other confidential information confidential information gained from the Agency. Understanding that the products and services proposed by HP do not involve the receipt, use or disclosure of personally identifiable information or other confidential information, HP agrees to comply with the referenced Confidentiality Policies and Information Security Accountability Requirements, to the extent applicable to the resultant agreement.

31. Your Submission Is A Public Document:

Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and SG-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.



The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents; to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Response:

HP agrees.

32. Licensing:

In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

Response:

HP agrees. HP is current with the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. Please reference **Attachment 6 – HP West Virginia Certificate of Good Standing** issued by the Secretary of State.

33. Antitrust:

In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

Response:

HP agrees.

34. Vendor Certifications:

By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.



Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

Response:

HP agrees.

35. Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

Response:

HP agrees.

36. Indemnification:

The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and



(3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

Response:

HP agrees.

37. Purchasing Affidavit:

In accordance with West Virginia Code § SA-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

Response:

HP agrees. Please reference *Attachment 4 – Purchasing Affidavit*.

38. Additional Agency and Local Government Use:

This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

Response:

HP agrees.

39. Conflict Of Interest:

Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

Response:

HP agrees.



40. Reports:

Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

Response:

HP agrees.

41. Background Check:

In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

Response:

HP agrees.

42. Preference for Use of Domestic Steel Products:

Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants



or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

Response:

Pursuant to Addendum 2, dated August 5, 2016, Q&A 16 states this section 42 does not apply.

43. Preference for Use of Domestic Aluminum, Glass, and Steel:

In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.



All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

Response:

Pursuant to Addendum 2, dated August 5, 2016, Q&A 17 states this section 43 does not apply.



DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Vanessa Paul, Contract Sales Manager
(Name, Title)

Vanessa Paul, Contract Sales Manager
(Printed Name and Title)

9714 3rd Bay Street Norfolk, VA 23518
(Address)

Phone: (404) 774-7133 Fax: (757) 282-6333
(Phone Number) / (Fax Number)

vanessa.paul@hp.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that

I am authorized to bind the vendor in a contractual relationship, and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Response:

The signature of HP's authorized signatory is included on the following page.



HP Inc.

(Company) _____
Catherine Bingham

(Authorized Signature) (Representative Name, Title)

Catherine Bingham, Contract Administrator

(Printed Name and Title of Authorized Representative)

8-12-2016

(Date)

Phone: (281) 927-8426 Fax: (281) 274-9242

(Phone Number) (Fax Number)



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AGREEMENT ADDENDUM

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

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision 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.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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 LIMITATIONS** – 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. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references 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 purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: WV Office of Technology
 Signed: [Signature]
 Title: CFO
 Date: 9/20/2016

CRFQ SWC170000001 – Desktops, Laptops, Tablets and Accessories

VENDOR

Company Name: HP Inc.
 Signed: [Signature]
 Title: Judith M. Alexander, Esq. - Lead Contracts Negotiator
 Date: September 9, 2016



HP CUSTOMER TERMS

1. **Parties.** These terms represent the agreement ("Agreement") that governs the purchase of products and services from HP Inc. ("HP") by the State of West Virginia ("Customer," "State," or "West Virginia").
2. **Orders.** "Order" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work ("SOW"), published warranties and service level agreements, and may be available to Customer in hard copy or by accessing a designated HP website.
3. **Scope and Order Placement.** These terms may be used by Customer either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties' "Affiliates," meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify product or service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. **Order Arrangements.** Customer may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a delivery date. If Customer extends the delivery date of an existing Order beyond ninety (90) days, then it will be considered a new order. Customer may cancel a hardware Order at no charge up to five (5) business days prior to shipment date.
5. **Prices and Taxes.** Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures.
6. **Invoices and Payment.** State agrees to pay all invoiced amounts within sixty (60) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services for any state agency that has failed to make payments when due.
7. **Products.**
 - (a) **Title.** Risk of loss or damage and title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.
 - (b) **Delivery.** HP will use all commercially reasonable efforts to deliver products in a timely manner. HP may elect to deliver software and related product/license information by electronic transmission or via download.
 - (c) **Installation.** If HP is providing installation with the product purchase, HP's site guidelines (available upon request) will describe Customer requirements. HP will conduct its standard installation and test procedures to confirm completion.
 - (d) **Product Performance.** All HP-branded hardware products are covered by HP's limited warranty statements that are provided with the products or otherwise made available. Hardware warranties begin on the date of delivery or if applicable, upon completion of HP installation, or (where Customer delays HP installation) at the latest 30 days from the date of delivery. Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.
 - (e) **Product Warranty Claims.** When we receive a valid warranty claim for an HP hardware or software product, HP will either repair the relevant defect or replace the product. If HP is unable to complete the repair or replace the product within a reasonable time, Customer will be entitled to a full refund upon the prompt return of the product to HP (if hardware) or upon written confirmation by Customer that the relevant software product has been destroyed or permanently disabled. HP will pay for shipment of repaired or replaced products to Customer and Customer will be responsible for return shipment of the product to HP.
8. **Software.**
 - (a) **License Grant.** HP grants Customer a non-exclusive license to use the version or release of the HP-branded software listed in the Order. Permitted use is for internal purposes only (and not for further commercialization), and is subject to any specific software licensing information that is in the software product or its Supporting Material. For non-HP branded software, the third party's license terms will govern its use.
 - (b) **Updates.** Customer may order new software versions, releases or maintenance updates ("Updates"), if available, separately or through an HP software support agreement. Additional licenses or fees may apply for



these Updates or for the use of the software in an upgraded environment. Updates are subject to the license terms in effect at the time that HP makes them available to Customer.

- (c) **License Restrictions.** HP may monitor use/license restrictions remotely and, if HP makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may make a copy or adaptation of a licensed software product only for archival purposes or when it is an essential step in the authorized use of the software. Customer may use this archival copy without paying an additional license only when the primary system is inoperable. Customer may not copy licensed software onto or otherwise use or make it available on any public external distributed network. Licenses that allow use over Customer's intranet require restricted access by authorized users only. Customer will also not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of any software licensed to Customer under this Agreement unless permitted by statute, in which case Customer will provide HP with reasonably detailed information about those activities.
- (d) **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Customer will either destroy all copies of the software or return them to HP, except that Customer may retain one copy for archival purposes only.
- (e) **License Transfer.** Customer may not sublicense, assign, transfer, rent or lease the software or software license except as permitted by HP. HP-branded software licenses are generally transferable subject to HP's prior written authorization and payment to HP of any applicable fees. Upon such transfer, Customer's rights shall terminate and Customer shall transfer all copies of the software to the transferee. Transferee must agree in writing to be bound by the applicable software license terms. Customer may transfer firmware only upon transfer of associated hardware.
- (f) **License Compliance.** HP may audit Customer compliance with the software license terms. Upon reasonable notice, HP may conduct an audit during normal business hours (with the auditor's costs being at HP's expense). If an audit reveals underpayments then Customer will pay to HP such underpayments. If underpayments discovered exceed five (5) percent of the contract price, Customer will reimburse HP for the auditor costs.
- (g) **Software Performance.** HP warrants that its branded software products will conform materially to their specifications and be free of malware at the time of delivery. HP warranties for software products will begin on the date of delivery and unless otherwise specified in Supporting Material, will last for ninety (90) days. HP does not warrant that the operation of software products will be uninterrupted or error-free or that software products will operate in hardware and software combinations other than as authorized by HP in Supporting Material.
- (h) **US Federal Government Use.** If software is licensed to Customer for use in the performance of a US Government prime contract or subcontract, Customer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HP's standard commercial license.

9. **Services.**

- (a) **Professional Services.** HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
- (b) **Professional Services Acceptance.** The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
- (c) **Services Performance.** Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.
- (d) **Services with Deliverables.** If Supporting Material for services defines specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30 day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.
- (e) **Dependencies.** HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.
- (f) **Expenses.** HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.

10. **Support Services.** HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported. Support services are further described in Exhibit A – Supplemental Data Sheet.

11. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:

- (a) improper use, site preparation, or site or environmental conditions or other non-compliance with applicable



- Supporting Material;
- (b) Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
 - (c) failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
 - (d) malware (e.g. virus, worm, etc.) not introduced by HP; or
 - (e) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
12. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
13. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for Customer and identified as such in Supporting Material, HP hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
14. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.
15. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
16. **Limitation of Liability.** HP's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to HP for the relevant Order (per occurrence). Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.
17. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations.
18. **General.**
- (a) **Entire Agreement.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.
 - (b) **Amendments.** Modifications to the Agreement will be made only through a written amendment signed by both parties.
 - (c) **Governing Law.** The Agreement will be governed by the laws of the country of HP or the HP Affiliate accepting the Order and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the Customer Affiliate that placed the Order is located. Customer and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of West Virginia, excluding rules as to choice and conflict of law.
 - (d) **Disputes.** If Customer is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.



- (e) Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- (f) Global Trade Compliance. Products and services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- (g) Antitrust. The State and HP recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. Therefore, HP assigns to the State all state and federal antitrust claims and causes of actions that HP has or acquires relating to the good and services purchased under this Agreement, to the extent the assignment is necessary for the State to overcome the West Virginia bar on indirect purchaser actions under federal antitrust laws.
- (h) Survival. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

19. **Conflict.** In the event of a conflict between the terms of this HP Agreement and the terms of West Virginia's Agreement Addendum (WV-96) that apply to Solicitation Number CRFQ 0212 SWC1700000001, to which this HP Agreement is attached, the terms of West Virginia's Agreement Addendum (WV-96) shall control.

The parties confirm their agreement to these terms either by referencing them in the relevant Order or by executing below:

HP INC.

Customer: STATE OF WEST VIRGINIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A – SUPPLEMENTAL DATA SHEET

This Supplemental Data Sheet provides additional general requirements and limitations that apply to HP's support offerings, which are set forth in detail in offering-specific datasheets, with the exception of those support offerings delivered by HP Software.

1. SERVICE ELIGIBILITY

- (a) Hardware Support-General Eligibility. Hardware products must be in good operating condition, as reasonably determined by HP, to be eligible for placement under support. You ("you" or "your") must also maintain eligible products at the latest HP-specified configuration and revision levels.
- (b) Return to Support. If you allow support to lapse, HP may charge you additional fees to resume support or require you to perform certain hardware or software upgrades.
- (c) Use of Proprietary Service Tools. HP may require you to use certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the your system. Proprietary Service Tools are and remain the sole and exclusive property of HP, and are provided "as is." Proprietary Service Tools may reside on your systems or sites. You may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP and you may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, you will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. You will also be required to:
 - (i) Allows HP to keep the Proprietary Service Tools resident on your systems or sites, and assist HP in running them;
 - (ii) Install Proprietary Service Tools, including installation of any required updates and patches;
 - (iii) Use the electronic data transfer capability to inform HP of events identified by the software;
 - (iv) If required, purchase HP-specified remote connection hardware for systems with remote diagnosis service; and
 - (v) Provide remote connectivity through an approved communications line.

2. SUPPORT LIMITATIONS

- (a) Local Availability of Support. Some offerings, features, and coverage (and related products) may not be available in all countries or areas. In addition, delivery of support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- (b) Version Support. Unless otherwise agreed by HP in writing, and for those offerings not delivered by HP Software, HP only provides support for the current version and the immediately preceding version of HP branded software, and provided that HP branded software is used with hardware or software included in HP-specified configurations at the specified version level. "Version" means a release of software that contains new features, enhancements, and/or maintenance updates, or for certain software, a collection of revisions packaged into a single entity and, as such, made available to our customers.
- (c) Relocation and Impact on Support. Relocation of any products under support is your responsibility and is subject to local availability and fee changes. Reasonable advance notice to HP may be required to begin support after relocation. For products, any relocation is also subject to the license terms for such products.
- (d) Multi-vendor Support. HP provides support for certain non-HP branded products. The relevant data sheet will specify availability and coverage levels and the support will be provided accordingly, whether or not the non-HP branded products are under warranty. HP may discontinue support of non-HP branded products if the manufacturer or licensor ceases to provide support for them.
- (e) Modifications. You will allow HP, at HP's request, and at no additional charge, to modify products to improve operation, supportability, and reliability, or to meet legal requirements.

3. CUSTOMER RESPONSIBILITIES

- (a) Site and Product Access. You will provide HP access to the products covered under support; and if applicable, adequate working space and facilities within a reasonable distance of the products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the products; and other access requirements described in the relevant data sheet. If you fail to provide such access, resulting in HP's inability to provide support, HP shall be entitled to charge you for the support call at HP's published service rates. You are responsible for removing any products ineligible for support, as advised by HP, to allow HP to perform support. If delivery of support is made more difficult because of ineligible products, HP will charge you for the extra work at HP's published service rates.
- (b) Licenses. You may purchase available product support for HP branded products only if you can provide evidence that you have rightfully acquired an appropriate HP license for the products, and you may not alter or modify the products unless authorized by HP at any time.



- (c) Software Support Documentation and Right to Copy. You may only copy documentation updates if you purchased the right to copy them for the associated products. Copies must include appropriate HP trademark and copyright notices.
- (d) Loaner Units. HP maintains title and you shall have risk of loss or damage for loaner units if provided at HP's discretion as part of hardware support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- (e) Hardware Support. Compatible Cables and Connectors. You will connect hardware products covered under support with cables and connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- (f) Data Backup. To reconstruct your lost or altered files, data, or programs, you must maintain a separate backup system or procedure that is not dependent on the products under support.
- (g) Temporary Workarounds. You will implement temporary procedures or workarounds provided by HP while HP works on a permanent solution.
- (h) Hazardous Environment. You will notify HP if you use products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone service until you remedy such hazards.
- (i) Authorized Representative. You will have a representative present when HP provides support at your site.
- (j) Product List. You will create, maintain and update a list of all products under support including: the location of the products, serial numbers, the HP-designated system identifiers, and coverage levels.
- (k) Solution Center Designated Callers. You will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers") or online help tools.
- (l) Solution Center Caller Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with you any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, you may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided to you when Support is initiated. Solution Centers may provide support in English or local languages, or both.

4. GENERAL PROVISIONS

- (a) Cancellation. You may cancel support orders or delete products from support upon thirty (30) days written notice, unless otherwise agreed in writing. HP may discontinue support for products and specific support services no longer included in HP's support offering upon sixty (60) days written notice, unless otherwise agreed in writing. If you cancel prepaid support, HP will refund you a pro-rata amount for the unused prepaid support subject to any restrictions or early termination fees as may be set forth in writing.
- (b) Pricing. Except for prepaid support or if otherwise agreed in writing, HP may change support prices upon sixty (60) days' written notice.
- (c) Additional Services. Additional services performed by HP at your request, and that are not included in your purchased support, will be chargeable at the applicable published service rates for the country where the service is performed.
- (d) Replacement Parts. Parts provided under hardware support may be whole unit replacements, or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and you pay any applicable charges.

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision 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.
5. **PAYMENT** - Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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 LIMITATIONS** - 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. **FEES OR COSTS** - 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 is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any references 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 purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** - All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: Office of Technology
Signed: [Signature]
Title: CEO
Date: 9/29/2010

VENDOR

Company Name: HP Inc.
Signed: [Signature]
Title: Judith M. Alexander, Esq. - Lead Contracts Negotiator
Date: September 28, 2016

REQUEST FOR QUOTATION: IP16
STATEWIDE CONTRACT
COMPUTERS AND PERIPHERALS

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end statewide e-catalog contract for the purchase of computers and peripherals.

The purpose of this RFQ is to seek bids from interested original equipment manufacturers (OEM) capable of providing desktops, laptops, netbooks and tablet PCs (without integrated cellular service), as well as monitors. 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's intent is to contract with a single vendor enabling the State to standardize its desktop and mobile equipment base for the life of the contract.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **"ARO"** means after receipt of order.
- 2.5 **"Refurbished reused or recycled"** means 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.
- 2.6 **"Business class machines"** means computers that offer more features for professional work, such as fingerprint readers, remote desktop control software, and

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encryption tools. The professional operating system version that comes on business PCs is also more suited for workers than the home version.

- 2.7 **“Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.
- 2.8 **“Manufacturer”** is the company who produces the equipment.
- 2.9 **“Contract”** is the binding agreement that is entered into between the State and the Vendor to provide the items requested in the solicitation.
- 2.10 **“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.
- 2.11 **“Agency”** is any entity seeking good/services under this Contract.
- 2.12 **“FOB”** stands for Free On Board which indicates that the Vendor will pay the shipping costs.
- 2.13 **“PCs”** may be considered as desktops, laptops, netbooks and tablets.
- 2.14 **“SATA”** or a Serial ATA, is a computer bus interface that connects host bus adaptors to mass storage devices such as hard disk drives, optical drives and solid-state drives.
- 2.15 **“TPM”** stands for Trusted Platform Module. It is a chip on the computer motherboard that enables tamper-resistant full-disk encryption without requiring extremely long passphrases.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1.1 All platforms in the solicitation must be offered with the same operating system. Must ship with version Windows

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10 Professional or equal. Must not be open source product, and must be manufacturer's standard pre-installed operating system.

3.1.2 Standard PC

3.1.2.1 Chassis: Mid tower

3.1.2.2 Operating System: Windows 10 Professional, or equal

3.1.2.3 Processor: Intel Core i5 3.5GHz, or equal

3.1.2.4 RAM: 4GB DDR3 single DIMM

3.1.2.5 Hard drive: 500GB minimum 7200 RPM SATA

3.1.2.6 Keyboard: Standard USB

3.1.2.7 Mouse: Optical USB 2 button with scroll

3.1.2.8 Optical Drive: Multi DVD/RW

3.1.2.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with a one USB 3.0 charging

3.1.2.10 Expansion Slots: PCI Express

3.1.2.11 Video: Dual monitor capability with one VGA port and one DVI port

3.1.2.12 Ethernet port: 10/100/1000 NIC Integrated

3.1.2.13 Trusted Platform Module: TPM chip

3.1.2.14 Warranty: Four year on-site; Minimum on-site/next day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included

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3.1.3 POWER PC

3.1.3.1 Chassis: Mid tower

3.1.3.2 Operating System: Windows 10 Professional, or equal

3.1.3.3 Processor: Intel Core i7 3.5 GHz, or equal

3.1.3.4 RAM: 8GB DDR3

3.1.3.5 Hard drive: minimum 256GB SSD Drive

3.1.3.6 Keyboard: Standard USB

3.1.3.7 Mouse: Optical USB 2 button with scroll

3.1.3.8 Optical Drive: Multi DVD/RW

3.1.3.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with one USB 3.0 charging

3.1.2.10 Expansion Slots: PCI Express

3.1.2.11 Video: Dual display capable (one VGA, one DVI) with a minimum of 2GB dedicated video RAM

3.1.2.12 Ethernet port: 10/100/1000 NIC Integrated

3.1.2.13 Trusted Platform Module: TPM chip

3.1.2.14 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.3 GIS/ENGINEERING CLASS PC

3.1.3.1 Chassis: Mid tower

3.1.3.2 Operating System: Windows 10 Professional, or equal

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- 3.1.3.3 Processor: Intel Core i7 3.5 GHz, or equal
- 3.1.3.4 RAM:16GB
- 3.1.3.5 Hard Drive: Minimum 512GB SSD drive
- 3.1.3.6 Keyboard: Standard USB
- 3.1.3.7 Mouse: Optical USB 2 button with scroll
- 3.1.3.8 Optical Drive: Multi DVD/RW
- 3.1.3.9 USB ports: USB 3.0, minimum of 4 back, 2 front, with one USB 3.0 charging
- 3.1.3.10 Expansion Slots: PCI Express
- 3.1.3.11 Video: Dual display capable (one VGA, one DVI), with 2GB of dedicated Video RAM
- 3.1.3.12 Ethernet Port: 10/100/1000 NIC Integrated
- 3.1.3.13 Trusted Platform Module: TPM chip
- 3.1.3.14 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.4 STANDARD LAPTOP

- 3.1.4.1 Operating System: Windows 10 Professional, or equal
- 3.1.4.2 Processor: Intel Core i5 3.5 GHz, or equal
- 3.1.4.3 Ram: 4GB DDR3 SDRAM (single DIMM)
- 3.1.4.4 Hard Drive: Minimum 320GB 7200 RPM SATA
- 3.1.4.5 Keyboard: Standard Integrated
- 3.1.4.6 Webcam: Integrated

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- 3.1.4.7 Optical Drive: Multi DVD/RW
- 3.1.4.8 USB Ports: 3 USB 3.0 total with at least one charging
- 3.1.4.9 Video: Standard integrated video, 15" display or larger
- 3.1.4.10 Battery: 6 cell 55 WHr Battery or equivalent
- 3.1.4.11 Ethernet Port: 10/100/1000 NIC Standard integrated
- 3.1.4.12 Wireless: 802.11 a/b/g/n I2 WLAN Card
- 3.1.4.13 Computrace or equal: Complete 4 years, Bios Enabled
- 3.1.4.14 Trusted Platform Module: TPM chip
- 3.1.4.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.
- 3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-I support

3.1.5 POWER LAPTOP

- 3.1.5.1 Operating System: Windows 10 Professional, or equal
- 3.1.5.2 Processor: Intel Core i7 3.5 GHz, or equal
- 3.1.5.3 RAM: 8GB DDR3 SDRAM (single DIMM)
- 3.1.5.4 Hard Drive: Minimum 256GB SSD
- 3.1.5.5 Keyboard: Standard Integrated
- 3.1.5.6 Webcam: Integrated
- 3.1.5.7 Optical Drive: Multi DVD/RW
- 3.1.5.8 USB Ports: 3 USB 3.0 total with at least one charging

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3.1.5.9 Video: Video card with minimum of 2GB of dedicated video Ram, 17" or better display

3.1.5.10 Battery: 9 cell 100 WHr battery or equivalent

3.1.5.11 Ethernet Port: 10/100/1000 NIC Standard integrated

3.1.5.12 Wireless: 802.11 a/b/g/n I2 WLAN Card

3.1.5.13 Computrace or equal: Complete 4 years, Bios Enabled

3.1.5.14 Trusted Platform Module: TPM chip

3.1.5.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-I support

3.1.6 TABLET PC

3.1.6.1 Operating System: Windows 10 Professional, or equal

3.1.6.2 Processor: Intel Core i5c, or equal

3.1.6.3 Ram: 8GB DDR3 SDRAM (single DIMM)

3.1.6.4 Hard Drive: Minimum 180GB SSD, solid state

3.1.6.5 Keyboard: Full Size, Backlit

3.1.6.6 Mouse: Digital Pen

3.1.6.7 Camera: 1 front facing

3.1.6.8 Screen Size: 10" Minimum

3.1.6.9 USB Ports: 2 Minimum USB 3.0 with at least one 3.0 charging

3.1.6.10 Video: Intel integrated or equivalent

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3.1.6.11 Battery: 6 cell 44 WHr Minimum

3.1.6.12 Ethernet Port: 10/100/1000 NIC Standard integrated

3.1.6.13 Wireless: 802.11 a/b/g/n I2 WLAN Card

3.1.6.14 Computrace or equal: Complete 4 years, Bios Enabled

3.1.6.15 Trusted Platform Module: TPM chip

3.1.6.16 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.4.16 FIPS 201 compliant Smart Card Reader with PIV-I support

3.1.7 TABLET (True)

3.1.7.1 Operating System: Windows 10 Professional, or equal

3.1.7.2 Processor: Intel Core 1.6GHz quad core, or equal

3.1.7.3 RAM: 8 GB DDR3 SDRAM

3.1.7.4 Keyboard: Detachable

3.1.7.5 Hard Drive: Minimum 64GB SSD, solid state

3.1.7.6 USB ports: 2 Minimum USB 3.0

3.1.7.7 Screen Size: 10" Minimum

3.1.7.8 Video: Intel integrated or equivalent

3.1.7.9 Camera: 1 front facing and 1 rear facing

3.1.7.10 Audio: Speakers, Headphone Jack, and microphone

3.1.7.11 Battery: 2 cell 30WHr minimum

3.1.7.12 Wireless: Wi-Fi 802.11 a/b/g/n Bluetooth

3.1.7.13 Computrace or equal: Complete 4 years, Bios Enabled

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3.1.7.14 Trusted Platform Module: TPM chip

3.1.7.15 Warranty: Four year on-site: Minimum on-site/next-day, to cover a minimum of hardware, keyboards, monitors or other issues with the internal components. Parts and labor for repairs included.

3.1.8 MONITORS

LCD Monitors

3.1.8.1 21.5" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar). Monitor size to be determined diagonally per industry standards.

3.1.8.2 23" LED Backlit LCD Monitor (no internal speakers; can add optional speaker bar). Monitor size to be determined diagonally per industry standards.

3.1.8.3 LCD Speaker Bar (attaches to the monitor's front bezel; adds stereo speakers and external headphone jack)

3.1.8.4 19" 1280x1024 VGA 15-pin mini D-sub/DVI-D (no speakers)

3.1.8.5 19" 1440x900 VGA 15-pin mini D-sub/DVI-D (integrated speakers)

3.1.8.6 20" S_IPS LED or better Monitor (no speakers)

3.1.8.7 24" S-IPS LED or better Monitor (no speakers)

3.1.8.8 21.5" S-IPS LED or better Monitor (no speakers)

3.1.8.9 24" Color critical LCD monitor

3.1.9 OPTIONAL COMPONENTS AND SERVICES

3.1.9.1 4GB Memory (single), Minimum DDR3

3.1.9.2 8GB Memory (single), Minimum DDR3

3.1.9.3 External Enhanced Keyboard (USB)

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- 3.1.9.4 External 2-button mouse w/scroll (USB)
- 3.1.9.5 Nylon carrying case, Minimum depth of 13 inches, minimum height of 3 inches, minimum weight 1.68 pounds, minimum width of 15.3 inches
- 3.1.9.6 Leather carrying case, Minimum depth of 5.3 inches, minimum height of 13.3 inches, minimum weight of 34.92 ounces, minimum width of 18.3 inches
- 3.1.9.7 Tablet case
- 3.1.9.8 Tablet Stylus
- 3.1.9.9 Nylon Backpack, Must have a large storage pocket, must accommodate a minimum of 16 inch laptop
- 3.1.9.10 Extended life battery for each laptop model, 9-cell 100 WHR minimum
- 3.1.9.11 Full Docking Station for each laptop model (dual display ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging with AC Adapter)
- 3.1.9.12 Slim Docking Station for tablets (ready VGA capability, 4 USB ports minimum, at least 1 USB 3.0 port charging, with AC adaptor)
- 3.1.9.13 Computrace or equal complete 4 years for each desktop model
- 3.1.9.14 External Speakers
- 3.1.9.15 Accidental Damage coverage for all mobile equipment, minimum coverage, to cover everything that the standard four year warranty does not cover.
- 3.1.9.16 Equipment Tagging, if requested, the vendor must tag the equipment for inventory purposes with an avery label, or equal with make, model, serial number, and date of purchase. The agency will provide the vendor with a starting number and the order will be listed with that series of numbers depending on number ordered.
- 3.1.9.17 USB to serial port adapter 512 SSD 2.5"
USB FIPS 201 compliant Smart Card reader that supports PIV-I

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3.1.10 Miscellaneous Mandatory Requirements

- 3.1.10.1** 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. It is preferred that specification sheets be submitted with the bid. Vendors who fail to provide the required specification sheets if requested by the Purchasing Division by an established deadline may be disqualified. 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.
- 3.1.10.2** All computers provided under this contract must be business-class machines.
- 3.1.10.3** 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.
- 3.1.10.4** Microsoft Windows 10 professional, or equal. Downgrade rights must be available when asked.
- 3.1.10.5** All systems must include a Trusted Platform Module (TPM).
- 3.1.10.6** Computrace, or equal Complete 4 Year license must be included with all mobile systems.
- 3.1.10.7** All hardware provided under this contract must be Energy Star 5.0 compliant.
- 3.1.10.8** 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. It is preferred certification documentation be provided with the bid. Vendors who fail to provide required documentation when requested by the Purchasing Division by the established deadline shall be disqualified.

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- 3.1.10.9** 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.
- 3.1.10.10** Vendor must have consistent hardware configurations. If the State procures 500 personal computers, all 500 computers must have the same components.
- 3.1.10.11** The successful Vendor must provide a life cycle map of the model upgrades planned or anticipated for the next twelve to eighteen months within thirty (30) days of contract award. This map path must be updated annually.
- 3.1.10.12** Vendor must inform the State in writing, sixty (60) days prior to replacement, of any platform revisions it intends to make. Written notification may be made by e-mail.
- 3.1.10.13** Vendor must provide the State with two (2) of all initial contract models and any proposed replacement models, free of charge, sixty (60) days in advance of discontinuance of current models. The State will use this time to test the equipment and images. The state will return this equipment upon expiration of the contract.
- 3.1.10.14** 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.
- 3.1.10.15** Any proposed replacement units must be of equivalent pricing (equal to, or less than) to initially bid units.
- 3.1.10.16** 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.
- 3.1.10.17** 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 which is currently provided under this contract. The

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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.

- 3.1.10.18 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. Such notification may be included in the bid response but must be provided within no less than five (5) business days from the date of contract award.
- 3.1.10.19 Orders must be shipped complete. Partial orders will not be accepted.
- 3.1.10.20 Orders must be delivered inside agency building/room.
- 3.1.10.21 Vendor must guarantee a maximum of sixteen (16) business days or less for delivery (ARO).
- 3.1.10.22 Vendor must have special handling procedures associated with an emergency order, with an abbreviated delivery time from that listed in 3.1.10.21. Vendor must guarantee that emergency order deliveries will be made within five (5) business days (ARO).
- 3.1.10.23 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.
- 3.1.10.24 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.
- 3.1.10.25 All orders placed against this contract must be signed for, by agency representatives, and delivered to agency-specified locations.
- 3.1.10.26 The successful vendor must provide 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 five (5) business days.
- 3.1.10.27 Vendor must provide dedicated representatives in both sales and technical support, offering toll-free access and e-mail contact references.
- 3.1.10.28 Vendor must provide direct, second level technical access 24x7x365 to support all equipment offered.
- 3.1.10.29 Vendor's warranty for PC's must be on-site and for a period of no less than four (4) years.

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- 3.1.10.30** Vendor must offer Next Business Day (NBD) delivery of replacement parts for all equipment.
- 3.1.10.31** 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.
- 3.1.10.32** 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.
- 3.1.10.33** If the Vendor offers a self-maintenance program, they must make it available to the WVOT. The WVOT has the option to directly manage the warranty services of items procured under this agreement. The WVOT will incur no participation fees or training fees related to the self-maintenance program. The WVOT will be eligible to receive warranty reimbursements for any qualified repairs under this program. The WVOT could have as many as 90 field technicians throughout the State that would need to receive any Vendor required training/certification to qualify for the program, all at no cost to the WVOT.
- 3.1.10.34** To meet HIPAA requirements, the agency must have the ability to remove the hard drive so that no privacy-related information is shared.
- 3.1.10.35** The Vendor must offer certification training to the State's technical staff so that the technicians can provide warranty services upon request by the State at no additional charge. Such training shall be provided within thirty (30) days of receipt of the written request from the State.
- 3.1.10.36** Vendor must provide the State of West Virginia Office of Technology and the Purchasing Division with a detailed, quarterly report in excel format indicating the State Agency, model, serial number(s), cost, and delivery location for all purchases made under the contract. The report shall also include a listing of all service calls associated with this agreement, including the location and nature of service required.
- 3.1.10.37** Vendor must offer as an optional component Accidental Insurance for mobile equipment. Minimum coverage must include coverage for everything that the standard four year warranty does not cover.
- 3.1.10.38** If requested, the Vendor must tag the equipment for inventory purposes using State-supplied tags.

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- 3.1.10.39** 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.
- 3.1.10.40** Some agencies require serial ports on their laptops in order to use certain components they need to do their jobs. The Vendor should include any equipment required to meet this requirement under optional equipment.
- 3.1.10.41** Vendor must agree to maintain and upgrade (keep pace with the advance of technology) the standard configurations for the life of the contract via change order.
- 3.1.10.42** 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. The State reserves the right to purchase those items listed as "Optional" from other sources outside the contract if the pricing for such item(s) is deemed unreasonable or not comparable with current market pricing.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The cost evaluation will include the PC configurations and optional items.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

4.2 Pricing Pages/E-Catalog:

4.2.1.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

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Column A – Vendor Customer Code should identify the Vendor’s wvOasis vendor/customer number. If the Vendor does not know this number, please leave the column blank,

Column B – Supplier Part Number should identify the Supplier’s part number.

Column C - Supplier Name should identify the name of the Vendor who is supplying the product/service.

Column D – Manufacturer Name should identify the Manufacturer of the product/service,

Column E – Manufacturer Part Number should identify the Manufacturer’s part number for the product/service.

Column H – Extended Description Vendor should provide any additional description to the product/service. Specifically, for Rows 2 – 8, the component parts with part numbers must be listed. Please note field’s character limit of 4000 bytes.

Column I – Estimated Quantities Vendor should note that these are estimates only. The estimated quantities do not guarantee any purchase. They have been provided so that vendor/s can provide their best price based on estimated volume.

Column K – List Price shall identify the Vendor’s unit price per Contract Item bid.

Column L – Delivery Days should identify the number of days required for delivery. Vendor’s bid will be evaluated by the Standard Laptop, Power Laptop, Standard PC, Power PC, GIS/Eng. Class PC, Tablet PC and Tablet (True).

- 4.2.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.l.gale@wv.gov

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4.2.3 Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

4.2.4 Vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide before a Purchase Order is issued.

5 ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within sixteen (16) working days after orders are received. Vendor shall deliver emergency orders within five (5) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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6.2.1 Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be FOB destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be FOB the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, FOB Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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COMPUTERS AND PERIPHERALS

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Vanessa Paul, Contract Sales Manager
(Name, Title)

Vanessa Paul, Contract Sales Manager
(Printed Name and Title)

9714 3rd Bay Street Norfolk, VA 23518
(Address)

Phone: (404) 774-7133 Fax: (757) 282-6333
(Phone Number) / (Fax Number)

vanessa.paul@hp.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety, that I understand the requirements, terms and conditions, and other information contained herein, that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn, that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein, that the vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein, that I am submitting this bid, offer or proposal for review and consideration, that I am authorized by the vendor to execute and submit this bid, offer or proposal, or any documents related thereto on vendor's behalf, that I am authorized to bind the vendor in a contractual relationship, and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Response:

The signature of HP's authorized signatory is included on the following page.



HP Inc.

(Company)

Catherine Bingham

(Authorized Signature) (Representative Name, Title)

Catherine Bingham, Contract Administrator

(Printed Name and Title of Authorized Representative)

8-12-2016

(Date)

Phone: (281) 927-8426

Fax: (281) 274-9242

(Phone Number) (Fax Number)



