



WV Network for Educational Telecomputing

837 Chestnut Ridge Road
Morgantown, WV 26505

Voice: (304) 293-5192
Fax: (304) 293-5540

Purchase Order

42001A

Please show this number on all packages and documents related to this order.

P Doc No.:

Page #:

Vendor:
AdvizeX Technologies LLC
6480 Rockside Woods Blvd. S, Ste. 190
Independence OH 44131

Ship to:
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

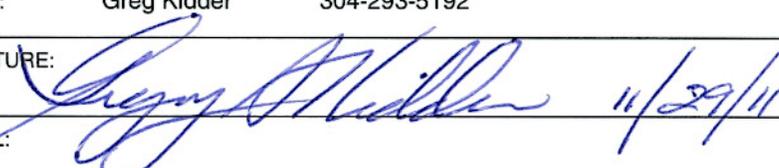
Invoice to:
Accounts Payable
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

WVFIMS: 496832

FEIN: 371-504-931

Date	Buyer	Ship Via	F. O. B.	P. O. Date	Terms	Delivery Date Required
12/01/2011	GK		Destination	12/01/2011	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			CONTRACT ACCEPTANCE This contract will establish an open-end contract from which Higher Education Institutions may purchase Hewlett Packard laptops, desktops, Workstations, servers, blades, storage, monitors, services, and support Per RFP #01201. Contract Period: December 1, 2011- November 30, 2012 with the options To renew for five (5) additional one year periods. Contact: Todd May, Client Relationship Manager Phone: 216-901-1818 x4110 Email: tmay@advizex.com		

AUTHORIZED AGENT: Greg Kidder 304-293-5192	DISCOUNT	
AUTHORIZED SIGNATURE:  11/29/11	ADDL. CHARGES	
ATTORNEY GENERAL: (if required)	PURCHASE ORDER TOTAL	OPEN END

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550571237

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ORIGINAL
42001A

State of West Virginia

WVNET RFP #01201 Hewlett Packard Equipment and Services



RFP No.: WVNET RFP#01201

Bid Opening Date: 10/19/2011

Bid Opening Time: 1:00 PM

Presented to:
Chief Procurement Officer
RFP 01201
WVNET
837 Chestnut Ridge Road
Morgantown, WV, 26505

Submitted by:
Todd May
Client Relationship Manager

Date:
October 19, 2011

Version:
Version 1.5



Gregory A. Kidder
Chief Procurement Officer

WVNET
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October 19, 2011

Chief Procurement Officer
RFP 01201
WVNET
837 Chestnut Ridge Road
Morgantown, WV, 26505

RE: RFQ WVNET 01201, Hewlett Packard Equipment and Services

To whom should be concerned:

AdvizeX Technologies, LLC (AdvizeX) appreciates the opportunity to respond to your RFQ related to Hewlett Packard Equipment and Services.

I, Todd May, am the authorized contact person that can speak on behalf of AdvizeX.

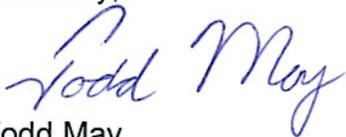
My contact information is as follows:

Todd May
Client Relationship Manager
AdvizeX
6480 Rockside Woods Blvd. S, Suite 190
Independence, OH 44131
216-901-1818 x4110
tmay@advizex.com

Based upon our review of RFQ WVNET01201, it is confirmed that AdvizeX meets all mandatory requirements established in said RFQ.

We are looking forward to the next step in this authorization process.

Sincerely,



Todd May
Client Relationship Manager

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PART I – EXECUTIVE SUMMARY ADVIZEX TECHNOLOGIES

AdvizeX Technologies, LLC (AdvizeX) specializes in helping our clients design and implement the infrastructure to support their mission critical applications. Whether in your private data center, on the public cloud or a hybrid model, we understand and possess the intellectual capital to deploy the infrastructure that best suits your client's needs. As a service provider yourself, WVNET has entered into Service Level Commitments that make it necessary to deploy an infrastructure that can support those commitments. This is where AdvizeX enters the picture. While the end result of this RFP is to select a vendor/supplier that can manage the process of quote, price point and delivery, what AdvizeX offers to WVNET is significantly more. What you get with AdvizeX is a trusted advisor that will not simply supply quotes to fulfill a request. Expect that we will ask why you want to buy a given HP product. Our expectation is that we have already worked with WVNET or a member school to determine what the right product is for the project. As you read our references, we ask that you call them and discuss their real experiences. You will consistently hear the value is in what we do ahead of the quote.

How we do this is what sets us apart from our competition. It starts with our presales engineering teams. We search the entire United States for engineers that are multi-vendor lingual. This means that our folks can fluently speak HP, EMC, VMware, Cisco, Microsoft and Oracle because we know that few customers are single vendor shops. Next we hire sales executives that have broad industry knowledge. We will be able to speak fluently on topics that are relevant to your industry. Next come the quoting specialist and the contract support team. All of our team members have multiple years of experience in HP quoting and contract support. We have included profiles of the team members that will be supporting WVNET should we be selected.

With over thirty-five years of advanced technology experience, we specialize in architecting advanced custom solutions across eight critical technology zones including— Virtualization, Management Applications, Networking, Platforms, Storage, Security, Backup & Recovery, and Business Continuity.

We are 170 people strong and growing. Our operations span eastern United State and include ten offices. Cleveland, OH is the corporate headquarters. We are financially strong and in good standing with our chosen partners. The details are provided in the Appendix of this document.

We welcome the opportunity to provide an oral presentation at WVNET's convenience. It is difficult to select a partner from an RFP. However, four years after earning a spot on the SIP08 contract for the Office of Technology, we can assure you that they are please with our addition to the SIP08 contract.

1.1 CORPORATE HIGHLIGHTS

- Trusted Advisors
 - Over 35 years providing IT solutions
 - 98% Customer loyalty
- Consistent Growth
 - Privately held
 - 3-year growth rate > 25%
- Leading Technologists
 - 120+ Technologists and 50 Account Executives with over 500 certifications
- Professional Services
 - Proven infrastructure solutions and Results
 - Enterprise application enablement
 - Performance management
 - Consolidation/virtualization
 - Tiered storage architecture
- Regional Operations
 - Sales/Services support across 10 regions
 - Secondary market focus
- Broad Customer Base
 - Over 2,000 customers covering the manufacturing, healthcare, education, government, business services, financial and retail markets
- Leading Technologies
 - Comprehensive IT infrastructure solutions with leading technologies from HP, EMC, Microsoft, Oracle, SAP VMware and Mimosa

1.2 CORPORATE FOCUS

Optimized Infrastructure



- Reduce the overall total cost of running technology
 - 30-40% cost savings
- Intelligently expand technology infrastructure to keep up with business demands
 - Time to implement reduced by 50%
- Improve work force productivity
 - Productivity gain of 25%
- Comply with increasing complex regulatory and governance requirements
 - Achieve compliance

Getting to the Optimized Infrastructure

Application and Infrastructure Management

Servers

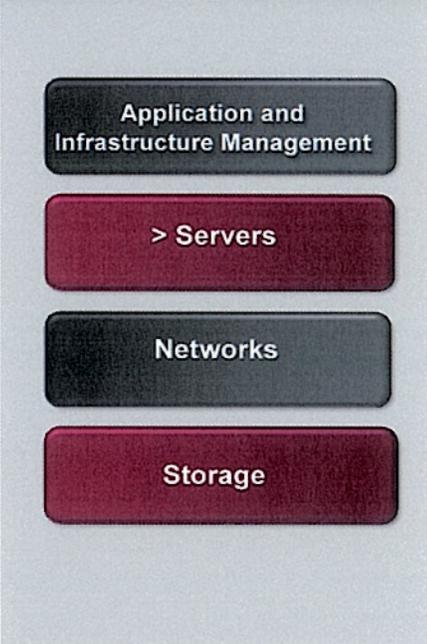
Networks

Storage



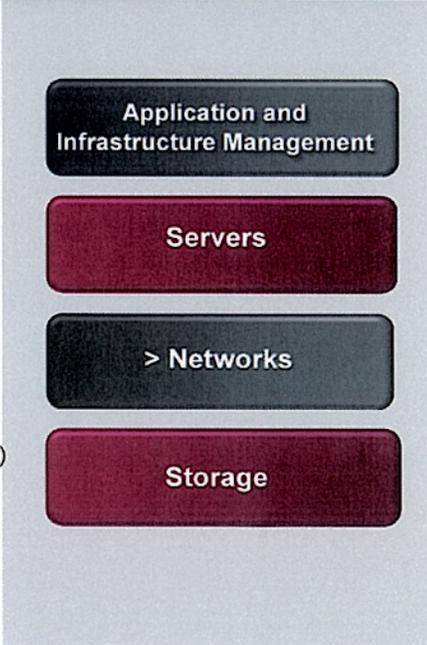
Server Value Proposition

- **Physical Server Integration**
 - HP Proliant, HP Proliant Blade, HP Integrity, HP Thin Clients
- **Virtual Server Integration**
 - HP Integrity VSE, VMware vSphere, MS Hyper-V
- **Server Networking Integration**
 - HP Blade Virtual Connect, HP Blade Flex-10
- **Server D/R Integration**
 - VMware SRM
- **Unified Server Management**
 - HP BTO Service-Level Mgt, vSphere, MSSC, HP Insight Control and HP Insight Dynamics



Network Value Proposition

- **Comprehensive Network Integration Expertise (End to End Solution Provider)**
 - LAN, WAN and Cloud Optimization
 - Network Convergence
 - Wired, Wireless, Security & Centralized Network Management
 - Virtual Data Center Networking
- **Deep industry Networking Expertise**
- **Network Readiness and Total Cost of Ownership Assessments**
 - End to End Network Assessment (Wired/Wireless)
 - Convergence & Consolidation Assessments
 - Strategic Planning & Vision



Storage Value Proposition

- **Strategic**
 - Balancing business and technical requirements
 - Innovative solutions to cost effectively manage the explosive information growth
 - Storage Partnerships
- **Virtual Data Center**
 - Integration of the technology layers
 - Application specialization
 - Extensive storage specialization
- **Complete Storage Solutions**
 - Virtualization
 - Storage Networking
 - Backup and Recovery
 - Performance
 - Data Classification
 - Automated Tiered Storage
 - Replication
 - Disaster Recovery
 - Deduplication
 - Data Migration

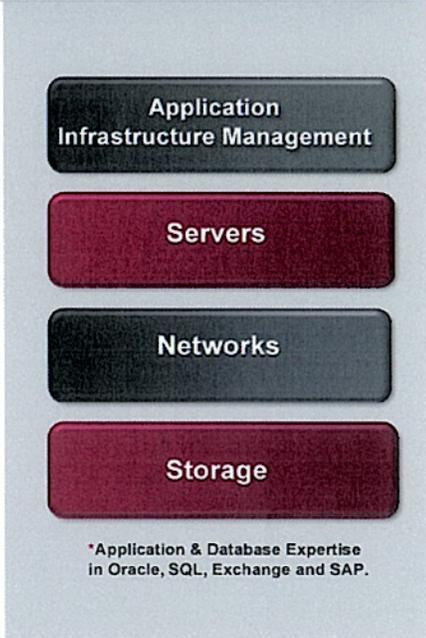


Application and Infrastructure Management Software

Comprehensive Solutions to Reduce Cost & Complexity

- How are my applications performing?
- How is my network performing?
- How do I measure staff productivity?
- How do I assess my IT workload?
- What is my end user experience?

Oracle Certified Partner, Microsoft NSI Partner, HP SAP Server Elite Partner, HP Software Gold Partner, VMware Premier Solutions Provider





ADVIZEX ADVIZOR®

The Advizor™ is a specifically designed vendor-agnostic assessment methodology that benchmarks the current state of your IT Infrastructure against over 600 weighted characteristics, and identifies critical gaps over the eight critical technology zones:

Storage	Virtualization	Security	Business Continuity
Platforms	Networking	Application and Infrastructure Mgt. Software	Backup & Recovery

1.3 ADVIZEX SUPPORT STAFF FOR THE STATE OF WEST VIRGINIA

1.3.1 Todd May

Client Relationship Manager
216-901-1818 x4110
tmay@advizex.com

Todd is the overall account manager for the State of West Virginia and is ultimately responsible for all aspects of AdvizeX interaction with the State. He is a 10 year veteran of AdvizeX and a 21 year veteran of the IT industry. He is recognized by our OEM Partners, other resellers and his clients as a most trusted and client focused sales professionals. During his tenure at AdvizeX Mr. May has served in several roles including Regional Sales Manager for the North Coast (Cleveland, OH) region, enterprise account manager, team leader and Services Sales Specialist. Mr. May led the company in sales in 1999, 2000, 2001 and 2002 and has exceeded his annual sales goals every year since he joined the company.

His current role with AdvizeX is a Client Relationship Manager, Executive Team Member, Equity Partner and Sales Leader/Mentor for new hire sales people. Todd's clients include some of the largest customer in the company including The J.M. Smucker Company, Sterling Jewelers (Kay Jewelers), and Key Bank.

He has extensive experience in the banking industry that was generated during a ten year employment with Unisys Corporation. The specific segments include retail/branch banking, check processing, ATM networks, and mortgage origination. After Unisys Mr. May joined Hewlett-Packard for a short time in which he gained considerable experience with ERP packages from Oracle and SAP. During his employment at Hewlett-Packard, he learned the intricacies of the reseller channel. This led to his arrival at AdvizeX in 1997.

Mr. May earned a Bachelor's Degree in Business Administration with a major in Accounting from West Virginia University.

1.3.2 Patty Tommer

Order Entry/Billing Manager
216-643-9149
ptommer@advizex.com

Ms. Tommer is a 25 year veteran of AdvizeX and is the most tenured employee at the company. Patty is responsible for the overall management and coordination of the order entry and returns function for AdvizeX. As such she is responsible for timely and accurate input of all AdvizeX product related orders to our systems as well as transport and acceptance by our OEM and vendors including returns. This responsibility includes working with the AdvizeX Sales Professionals, the Regional Sales Managers and the V.P. of Sales and Marketing.

For the purpose of this FRQ, Patty would be the primary contact for all agencies seeking status on receipt of purchase orders, status of shipment, billing, RMA's and reporting of sales data. Patty is one of the designers our order entry and accounting systems. This gives her extensive knowledge of our company processes.

1.3.3 Jackie Tritabaugh

Multivendor Support Contracts Administrator/Order Entry/Billing Specialist
216-901-1818 x4104

Jackie is an eight year veteran of AdvizeX Technologies. She has a dual role as part of the order entry team managed by Patty Tommer and is also part of our support contract administration team. The role makes her very well suited to have visibility into both product orders and maintenance contracts.

1.3.4 Bob Hornick

VP of Multivendor Support Contracts
216-901-1818 x 4117
bhornick@advizex.com

Bob has nationwide responsibility for AdvizeX Support Contract Administration business unit. It is one of the fastest growing part of AdvizeX' business. We currently administer over 250 customer contracts. These include HP, IBM, EMC, Cisco, VMware, and others. Bob has served in many roles at AdvizeX including sales and support. Prior to joining AdvizeX, Bob spent 13 years at Hewlett-Packard as a support engineer providing repair and proactive support services to some of the largest companies in Ohio. After a number of years in the field, he was promoted to manage and sell expanded support services for client with mission critical systems to Hewlett-Packard clients throughout the Midwest. This experience with both service delivery and advanced support sales makes him a valued resource for this type of project.

1.3.5 Scott Hess

Solution Architect/Tier 3 Technical Specialist/A+ Certified Technician
216-901-1818 x4147
shess@advizex.com

Scott Hess has been a Solution Architect at AdvizeX for almost two tears. Scott has been technically involved with the IT industry for over 25 years; 17 of those years in the Cleveland, Ohio region.

While his original background was in component level and processor level electronics engineering, Mr. Hess is responsible for the consulting, design, selective project management, and complex deployment for multiple technologies. Most importantly, he works directly with clients and AdvizeX consultants to create "Best Fit" solutions.

Scott holds advanced certifications with Microsoft, Cisco, Novell, HP, EMC, and many other vendors.

Prior to joining AdvizeX, Scott was a Senior Consultant with Sarcom and Insight for over 12 years.

1.3.6 Chris Craft

Tier 3 Technical Specialist/A+ Certified Technician

Chris Craft has been a Solution Architect at AdvizeX for almost three years. Chris has been technically involved with the IT industry for over 8 years.

Mr. Craft is responsible for the consulting, design, selective project management, and complex deployment for multiple technologies. Most importantly, he works directly with clients and AdvizeX consultants to create “Best Fit” solutions.

Chris holds advanced certifications with Microsoft, HP, EMC, VMware, and many other vendors.

1.4 HOW DO WE BUY FROM ADVIZEX?

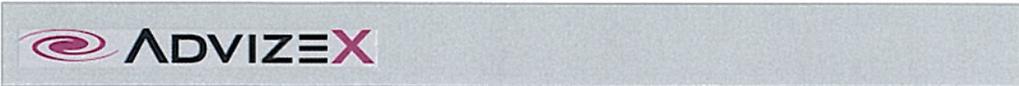
AdvizeX understands the product procurement process for all of their clients.

In an effort to simplify the normally complex procurement process, AdvizeX offers an on-line procurement system to WVNET and all other K-12 schools and universities covered by this RFP for the procurement of computer systems, servers, storage, blades server, desktop computers, laptop computers, and their related peripherals.

This system is web-based and easy to understand. This interface gives your procurement people the ability to:

- Browse products they are interested in
- Compare products
- View detailed model information
- View stocking information on the products of interest
- Manage invoices and procurement forms
- View past invoices and procurement documentation

A sample of the interface has been provided on the next page of this proposal.



Customer Service : AdvizeX Procurement Tool

- You can retrieve Invoice History for easy audit purposes and allows purchasing agents to reorder commodity items based on past orders.

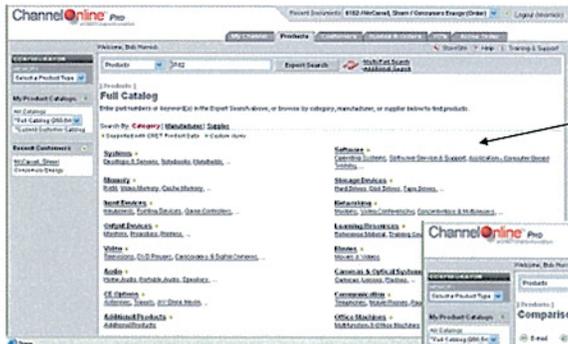
AdvizeX Technologies, LLC 7757 Auburn Road, Suite 20 Concord, Ohio 44077 United States 		Sales Order Date: 12/03/2003 Description: APC Symetra UPS Sales Rep: Stacy, Bill (P) 440-357-9200 x3122 Customer Contact: Monaghan, Jim (P) 517-788-2035 jimonaghan@csenergy.com				
Customer: Consumers Energy 1945 West Parnall Road Jackson, Michigan 49201 (P) 517-788-1435	Bill To: Consumers Energy Whitlock, Linda One Energy Plaza Jackson, Michigan 49201 (P) 517-788-8951	Ship To: Consumers Energy McCarrell, Sherril P14-512 1945 West Parnall Road Jackson, Michigan 49201 (P) 517-788-1435				
Customer PO: 00413468	Terms: Net 30 Days	Ship Via: UPS Ground				
Item	Description	Mfr. Part #	Qty	Tax	Unit Price	Total
1	APC - HV SERVICE BY-PASS PANELS	SBP90FC1M1	2	Yes	\$4,983.00	\$9,126.00
2	Symetra PX 20KW Scalable to 80 KW N-1, 200V =>	SV20K00F	2	Yes	\$24,512.00	\$49,024.00
3	1 Year Extended Warranty for Symetra PX+	WEXTWARR1YR-PX-31	16	Yes	\$703.00	\$12,528.00
4	APC - APC Start-UP Service 2x24 + Installation / configuration - 1 incident - on-site	WSTRTUR7X24-PX-31	2	Yes	\$943.00	\$1,886.00
5	APC - APC Enterprise Manager License - 100 nodes - STD	AP9414	1	Yes	\$1,016.00	\$1,016.00
Subtotal						\$73,580.00
Special Pricing includes trade in of (2) Symetra 18KVA UPS units.						Tax: (6.000%) \$4,414.80
						Shipping \$0.00
						Total \$77,994.80

AdvizeX Technologies may assign without notice all or part of the payments together with all the rights of an unpaid seller but without the assignee's assumption of seller's obligations under this order.

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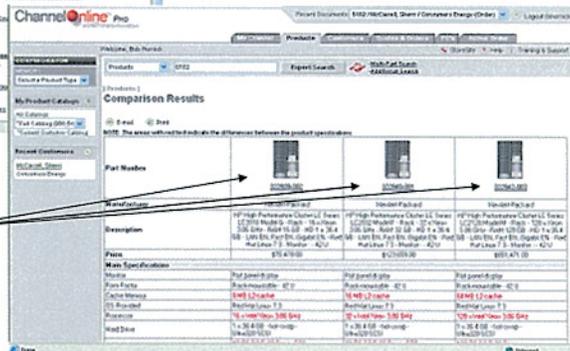


Customer Service : AdvizeX Procurement Tool



- Intuitive Catalog Interface with real-time stock levels from major distributors.

- Product "Compare" feature allows customers to ensure they get a model suited to their needs.



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PART II – GENERAL TERMS AND CONDITIONS

**REQUEST FOR PROPOSALS
WVNET RFP #01201
HEWLETT PACKARD EQUIPMENT
AND SERVICES**

The objective of this RFP is to establish an open end contract from which higher education institutions and other authorized buyers may purchase Hewlett Packard laptops, desktops, workstations, servers, blades, storage, monitors, services, and support. HP printers, scanners, and associated equipment are **NOT** included in this bid. Qualified vendor must provide a letter from Hewlett Packard to prove they are a qualified and authorized HP dealer and have an established relationship with HP for at least one year. Hewlett Packard must assure that the distributor has met their financial, technical and sales requirements. Vendor must be able to provide sales assistance, current price lists, FOB: Delivered, prepaid/ allowed delivery and capability to sell and service the entire state of West Virginia equally. Vendor must complete this proposal in accordance with the attached instructions. Vendor inquiries must be received prior to 5:00 p.m., October 6, 2011. Proposals will be received until 1:00 p.m., October 19, 2011.

Throughout the term of this contract, WVNET expects to receive the best prices available for HP products. A current price list must be provided by the successful vendor at all times identifying the list price for products offered under this contract from which the WVNET discount shall apply to arrive at the final price that participating higher education institutions and other entities eligible to purchase under this contract will pay. If it is determined that WVNET is not receiving the best prices available, then the contract may be rebid and awarded to the vendor offering better final pricing and support services.

PART I - INSTRUCTIONS TO BIDDERS

1. Use the forms provided by WVNET, as instructed.
2. All proposals are considered F.O.B. destination, prepaid and allowed.
3. All proposals must be delivered by the bidder to this office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the proposal on time will result in disqualification.

ORIGINAL SIGNED, SEALED BID TO:

WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505

ATTENTION: CHIEF PROCUREMENT OFFICER, RFP 01201

4. WVNET reserves the right to extend this contract to other State/Local agencies, and K-12 public education. If the pricing would differ, please provide additional pricing for these agencies or schools as part of this bid.
5. This RFP will be posted on the WVNET website address below and may be viewed and downloaded. In addition, all addenda and written answers to vendor questions will be posted on the WVNET website. Vendors are responsible for checking the website for additional information and addenda pertaining to this RFP.

http://www.wvnet.edu/index.php?option=com_content&task=view&id=366

PART II: GENERAL TERMS & CONDITIONS FOR RFP #01201

1. Awards will be made in the best interest of WVNET, WV Higher Education Institutions and the State of West Virginia.
2. WVNET may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the rules and regulations of the Higher Education Policy Commission.

4. Each bidder must be a registered vendor with the State of WV prior to any award. The vendor must also pay the registration fee.
5. All services performed or goods delivered under higher education purchase orders are to be continued for the term of the purchase order, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this purchase order/contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services. Advance payments are not allowed.
7. Interest may be paid for late payment in accordance with the West Virginia Code.
8. West Virginia Resident Vendors may claim the resident vendor preference upon written request with the vendor's response by completing the attached State of West Virginia Vendor Preference Certificate.
9. All State of WV Higher Education Institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificates may be requested from the individual College and Universities. Private Colleges in WV eligible to use this contract must supply this information to the vendor(s).
10. The WVNET Chief Procurement Officer may cancel any purchase order/contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the rules and regulations of the Higher Education Policy Commission shall govern all rights and duties under the contract.
12. If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which is attached for your review.
13. This open-end contract is to become effective upon issuance of a purchase order for one year, with options to renew for five (5) successive years.
14. Vendor must utilize the product/price list that HP has at this web address: <http://h18000.www1.hp.com/showroom/ipl.html> (US Pricelist) Vendor must include discount percentage(s) to be applied to list prices. Please complete section below:

Higher Education Quoted Percentage off List Prices:

Laptops ____%
Desktops ____%
Workstations ____%
Servers ____%
Blades ____%
Storage ____%
Monitors ____%
Services and Support ____%

15. Vendor must be able to provide and maintain their own web site where contract information can be located. Contract information should include a contact person, phone number, fax number, and a list of products. It is the vendor's option to list prices. Vendor must agree to allow WVNET's web site to link to their web site so that eligible institutions can get contract information easily.

UNDERSTOOD: _____



2.1 – ADDENDUM PRICING MODIFICATION

Addendum 1 to RFP 01201

The reason for Addendum 1 to RFP 01201 is that questions have been asked and the responses are listed as part of this addendum:

Q. The first question is do you plan to select multiple vendors to supply WVNET's HP product needs? The reason that I ask is we specialize in complex infrastructure design that falls mostly around the "servers, storage, blades, services and support" categories. We mostly certainly can represent the whole HP product line including HP Software. However, we do not focus as deep and wide on desktops, laptops, workstations and monitors as we do with data center products. If WVNET chose our company only for the categories mentioned above we would be agreeable with that selection.

A. WVNET reserves the right to award this RFP to multiple vendors. As part of "PART III – Procedural Specifications", the wording should be changed to the following:

"The objective of the RFP is to establish one or more qualified vendors".....

Q. My second question is regarding "Vendor Preference" status. We currently do not have "Vendor Preference" but my understanding is we will qualify for it in May of 2012. How should we approach this in our response?

A. If you are not presently qualified as a West Virginia Vendor for the preference, do not submit a preference form, as you will not be qualified for it. Future qualifications have no meaning at this time.

Q. The third question that has been posted is the inability of HP resellers to bid a "percentage off" as specified in the RFP on page 2. It has been brought to my attention that HP considers their list prices as 'arbitrary', and therefore the resellers could be setting themselves up to lose money from a percentage off list bid. Therefore the following change will apply to this RFP:

A. The vendors for this RFP must bid a "cost plus" instead of a percentage off so that the resellers will not be putting their margin in jeopardy. The following chart will replace the one on page 2 of RFP 01201:

Higher Education Quoted Cost plus Percentage:

Laptops: Cost plus ___%
Desktops: Cost plus ___%
Workstations: Cost plus ___%
Servers: Cost plus ___%
Blades: Cost plus ___%
Storage: Cost plus ___%
Monitors: Cost plus ___%
Services and Support: Cost plus ___%

SEE APPENDIX L.



Gregory Kidder
CPO
WVNET

PART III – PROCEDURAL SPECIFICATIONS

PART III - PROCEDURAL SPECIFICATIONS

The objective of the Request for Proposal (RFP) is to establish a qualified vendor from which colleges and universities, WVNET and the HEPC and other authorized buyers may purchase Hewlett Packard equipment and peripherals.

The items bid are to be current products from the vendors product line. This is not a mandatory contract for use by the higher education institutions; but is made available for the convenience of those colleges, universities and agencies as requested.

The purpose of Part III is to provide information to the vendor explaining what is expected when responding to this request.

A. VENDOR PROPOSALS

1. The vendor must respond affirmatively to each mandatory requirement of this RFP.
2. A vendor's response should consist of:
 - a. a copy of the RFP with the vendor's understanding of each requirement, sequentially numbered and inserted in proper position;
 - b. discount percentages designated on form on page 2 of the RFP;
 - c. the vendor's completed WV-96 (see attached WV-96 form);
 - d. the in-state vendor preference sheet, if applicable (see attached WV Vendor Preference Certificate).
 - e. letter(s) from the manufacturer authorizing educational/state government sales in WV.
3. WVNET reserves the right to waive any informalities in the proposal format.
4. The vendor should provide one (1) complete copy of their proposal for use in the evaluation process, along with one (1) signed original. Electronic copies of the proposal should also be included in a MS Word or pdf format.
5. Proposals should be prepared simply and economically, providing a straight-forward, concise description of the vendor's capability to satisfy the requirements of the RFP.
6. The vendor will bear all costs associated with the preparation and presentation of the vendor's proposal. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFP.
7. If the proposals contain any information that the vendor does not want disclosed to the public or used by the State for any purpose other than to evaluate the proposal, such information must be included under separate cover and clearly marked as follows:

"THIS PAGE SHALL NOT BE DISCLOSED, DUPLICATED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL."

This restriction may only apply to information that is specifically exempted from disclosure under Article 1, Chapter 28B of the West Virginia Code (West Virginia Freedom of Information Act).

UNDERSTOOD: Todd May

B. SCHEDULE OF EVENTS FOR RFP# 01201

- | | | | |
|----|---|-----------|--------------------|
| 1. | Release of RFP: | | September 27, 2011 |
| 2. | Deadline for written questions: | 5:00 p.m. | October 6, 2011 |
| 3. | Distribution of responses to written questions: | | October 11, 2011 |
| 4. | Bid Opening Date and Time | 1:00 p.m. | October 19, 2011 |
| 5. | Estimated date of award of bid: | | October 28, 2011 |

C. RELEASE OF RFP

1. This RFP is being issued by WVNET on September 27, 2011.
2. **Deadline for Vendor Written Inquiries**
Potential vendors may submit written questions relative to the intent or clarity of this RFP until the close of business on October 6, 2011. All written questions must be addressed to: Chief Procurement Officer, WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505. Fax: 304-293-5540; E-mail: gkidder@mail.wvnet.edu
3. **Response to Vendor Questions**
Written responses to written questions and any RFP amendments, if necessary, will be placed on the web site by October 11, 2011 for all recipients to view.
4. **Bid Opening Date and Time**
All vendor proposals must be received at WVNET prior to 1:00 p.m. on Wednesday, October 19, 2011.

D. CONTRACT AWARD

Upon receipt of each vendor's response, WVNET will review each response and confirm compliance with the RFP mandatory requirements, procurement guidelines, and contractual obligations. WVNET intends to enter into an agreement with the apparent successful vendor(s) with an initial term of 12 months, and options to renew each year for (5) five additional years. WVNET reserves the right to exercise the option of renewal.

UNDERSTOOD: Todd May

1. Items shipped must be in compliance with the specifications of the institution. ANY DEVIATION OR SUBSTITUTION MUST BE CLEARLY MARKED BY THE VENDOR
2. All vendor quotations are considered F.O.B. Destination, prepaid and allowed.
3. Vendor must provide the WVNET purchasing department copies of current price lists (or web links to current price lists), catalogs and product information to aid in configuration. These updates should be sent to WVNET on a quarterly basis.
4. After vendor receipt of purchase order:
 - a. When approved by the institution's purchasing department, the institution will fax, email, or mail a copy of the purchase order to the vendor.
 - b. The vendor will not deliver partial shipments unless approved by the institution.
 - c. If the vendor does not deliver as specified in the vendor's response or the date agreed upon by the institution and the vendor, the institution may file a Vendor Complaint Form and send it to WVNET notifying them of the vendor's non-performance. Upon three vendor complaints the vendor may be asked to meet with a representative from WVNET.
 - d. The vendor must agree to ship all items complete with a all of the manufacturer's normal inclusions, such as, but not limited to, manuals, registration cards, cables, nuts and bolts, etc.

UNDERSTOOD _____

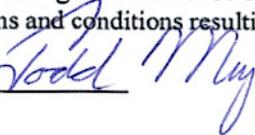


G. PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery, warranty, maintenance of all equipment and software, and support services provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters. All use of subcontractors must be specifically identified in the vendor's proposal and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must have at least one (1) year of experience in the services they will be providing.

Use of subcontractor does not relieve the vendor of sole responsibility for performance under the contract. If at any time the subcontractors of the Prime Contractor change, WVNET must be notified in writing and a change order must be completed. The Prime Contractor shall be responsible for meeting all of the terms and conditions resulting from this RFP.

UNDERSTOOD _____



H. PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, the State and its agencies against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of such claim. To qualify for

such defense and/or payment, the State shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense:

(1) provide the State the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by the State to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

UNDERSTOOD Todd May

I. WARRANTY

The vendor must pass on all manufacturer's warranty to the institutions. The vendor must fully describe his warranty options in the response to this RFP. Description must include on-site / mail-in warranty services. The vendor should describe any extended warranty options.

UNDERSTOOD Todd May

J. VENDOR CAPABILITY AND STABILITY

1. Each vendor must be a registered vendor with the State of West Virginia Purchasing Division prior to any award.
2. The vendor must have at least one (1) year of experience providing HP equipment and services, and have a letter from HP stating this fact.
3. Financial position of vendor; e.g. (Dun & Bradstreet Rating). Vendor must explain what percentage of their volume this contract would include and how the vendor plans to handle the volume financially.
4. Vendor must provide Two (2) written customer references, preferably in education or governmental organizations. One (1) of these customer references must be for companies, schools, or agencies located within West Virginia. All customer references must be on company letterhead and must be for clients who have purchased HP equipment as specified in this RFP.

UNDERSTOOD Todd May

K. PRICING AND EVALUATION CRITERIA

1. Please provide your proposed percentage **OFF** published list price discount as defined on page 2 of this RFP.
2. **Specify** warranty maintenance coverage from manufacturer for optional levels of service defined below. Response time must meet a minimum of two (2) hour call back when a service call is logged; eight (8) hour on-site service; forty-eight (48) hour repair time maximum, or loaner provided. Vendor or service agent must stock parts and spares for repair purposes. **Explain** warranty service call procedures.
Optional Coverage: *1-800-633-3600 FOR ALL CALLS*
 - a. 8-5 M-F; 8 hour on-site response
 - b. 8-5 M-F; 4 hour on-site response *VARIABLES BY PRODUCTS*
 - c. Return to manufacturer warrantyStandard HP Warranty 1 days/parts 1 days/labor

3.	Evaluation Criteria	Points
a.	Cost	60
b.	Qualifications	15
c.	References	10
d.	Capability to sell and service State of WV	15
	Total Points	100

WVNET reserves the right to select the vendor(s) which it deems to offer the best overall solution to serve the institutions statewide. Multiple vendors may be selected as a result of the evaluation of the received RFP's.

4. WVNET reserves the right to add other products to keep up with rapid changes in technology during the term of this contract. These changes will be done without a formal change order unless there are changes to the terms and conditions of the contract.
5. The vendor should supply WVNET with quarterly reports of order volume against this contract. Information could include, but is not limited to, number of orders, institutions utilizing this contract, and dollar volume.

UNDERSTOOD Todd May

EXHIBIT A – INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** The bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Institution. Samples, when required, must be furnished free of charge, including freight. In the event the Institution elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Institution's inspection and testing after receipt. If, in the sole judgment of the Institution, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** The bid, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a "Sealed Bid," and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid. A withdrawal may be made by facsimile or electronic transmission. A modification may also be made by facsimile or electronic transmission if the final bid result is not revealed prior to the bid opening.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Institution shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Institution to award a contract to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Institution shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the Institution's judgment, is in the Institution's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Commission.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$15,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** The State of West Virginia, the Commission, Governing Board and its institutions are exempt from federal and state taxes and will not pay or reimburse such taxes.

EXHIBIT B – TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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 or any other party.
5. **PAYMENT** - Any references 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 LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **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 reference to automatic renewal is 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.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WVNET
 Signed: [Signature]
 Title: Chief Procurement Officer
 Date: 11/28/11

VENDOR

Company Name: Advizex Technologies, LLC
 Signed: [Signature]
 Title: CFO
 Date: 10/17/2011

EXHIBIT D – PROMPT PAYMENT ACT

PROMPT PAYMENT ACT OF 1990 (W. VA. CODE §5A-3-54)

INSTITUTION'S RESPONSIBILITY: According to the Prompt Payment Act of 1990 (West Virginia Code §5A-3-54), any properly registered and qualified vendor who supplies services or commodities to an institution is entitled to prompt payment upon presentation to the institution of a legitimate uncontested invoice. The institution's accounts payable function shall establish institutional procedures to ensure that vendors are paid promptly.

An institution receiving a legitimate uncontested invoice shall process the invoice within ten working days from its receipt. This means that invoices shall be processed at the institution and forwarded to the State Auditor within ten days of receipt of the vendor's legitimate and uncontested invoice. An invoice shall be deemed to have been received on the date it is marked received by the institution, or three days after the date of the postmark made by the United States Postal Service as evidenced on the envelope in which the invoice was mailed, whichever is earlier. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services fully performed and accepted.

VENDOR'S RESPONSIBILITY: In order to receive timely payment, vendors have an obligation and responsibility to present invoices that are timely and accurate. An original of a vendor's invoice is needed for payment. The invoice must also contain identical information as shown on the purchase order or contract, such as:

- a. Vendor's name and address;
- b. Federal Employer's Identification Number (FEIN);
- c. Purchase order number;
- d. Invoice should be mailed to the proper address at the institution;
- e. Item description and number;
- f. Quantity, unit of measure and/or unit price, and extension of each item;
- g. Invoice total;
- h. Dates of order and shipment;
- i. Back orders, if any;
- j. Cancellations, if any;
- k. Credit memo, if the credit is not part of the invoice; and
- l. Invoices for services rendered must include the dates of service and be prepared according to the payment terms in the contract or purchase order.

INTEREST ON LATE PAYMENT: The Prompt Payment Act of 1990 (West Virginia Code §5A-3-54) entitles a vendor to interest on legitimate and uncontested invoices that have not been paid from the 61st day after the invoice was received until the date when the check was mailed to the vendor. The Act considers an invoice uncontested when it accurately covers the goods and services received. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services fully performed and accepted. In order to receive payment for interest if entitled, a vendor must make a request in writing to the State Auditor and provide proof that the vendor received a check for payment of the invoice after the 60 day time limit. If the vendor is entitled to interest, the State Auditor's Office will calculate the interest and pay any amounts due.

RFQ No. 01201

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ADVIZEX TECHNOLOGIES

Authorized Signature: [Signature] Date: 10/17/2011

State of OHIO

County of CUYAHOGA, to-wit:

Taken, subscribed, and sworn to before me this 17th day of October, 2011.

My Commission expires 216, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

PATRICIA A. FOUNDER
Notary Public, State of Ohio
Recorded in Cuyahoga Cty
My Comm. Expires 02/03/12

EXHIBIT F – VENDOR REGISTRATION AND DISCLOSURE

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
POST OFFICE BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130
07/12/2011

TODD MAY
ADVIZEX TECHNOLOGIES LLC
6480 ROCKSIDE WOODS BLVD S

INDEPENDENCE OH 44131

THIS IS TO CONFIRM RECEIPT OF YOUR VENDOR REGISTRATION FEE. PAYMENT OF THE FEE ENABLES YOU TO PARTICIPATE IN THE PURCHASING DIVISION'S COMPETITIVE BID PROCESS AND ENTITLES YOU TO A ONE-YEAR SUBSCRIPTION TO THE WEST VIRGINIA PURCHASING BULLETIN. A NEW ISSUE OF THE WEST VIRGINIA PURCHASING BULLETIN IS POSTED ON OUR WEB SITE EACH WEEK. BID OPPORTUNITIES ESTIMATED AT \$25,000 OR MORE ARE ADVERTISED IN THIS PUBLICATION. WE ENCOURAGE YOU TO LOG ON AND VIEW THE BULLETIN EVERY FRIDAY SO AS NOT TO MISS IMPORTANT BIDDING OPPORTUNITIES. OUR WEB ADDRESS IS:

[HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE](http://www.state.wv.us/admin/purchase)

IN ORDER TO ACCESS THE WEST VIRGINIA PURCHASING BULLETIN, YOU WILL NEED YOUR VENDOR NUMBER, GROUP NUMBER (IF ANY), AND YOUR PASSWORD WHICH ARE PRINTED BELOW. YOUR ACCESS WILL BECOME EFFECTIVE ON THE FIRST MONDAY AFTER 07/12/2011, STATE HOLIDAYS EXCLUDED.

HELPFUL TIPS: YOUR COMPUTER-GENERATED VENDOR NUMBER BEGINS WITH AN ASTERISK, BUT DO NOT USE THE ASTERISK WHEN LOGGING IN. ALSO, OUR LOGIN SCRIPT IS CASE SENSITIVE. THEREFORE, IF YOUR VENDOR NUMBER CONTAINS A CHARACTER LIKE A, B, OR C, PLEASE TYPE IT IN UPPER CASE.

IF YOU HAVE QUESTIONS, FEEL FREE TO CONTACT US AT 304-558-2311 OR JEANNE.B.BARNHART@WV.GOV. THANK YOU.

SINCERELY YOURS,

VENDOR REGISTRATION

VENDOR NUMBER : *802093829
GROUP NUMBER :
PASSWORD : 65328



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF OHIO

COUNTY OF CUYAHOGA, TO-WIT:

I, TODD MAY, after being first duly sworn, depose and state as follows:

- 1. I am an employee of ADVIZEX TECHNOLOGIES; and,
(Company Name)
- 2. I do hereby attest that ADVIZEX TECHNOLOGIES
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

ADVIZEX TECHNOLOGIES
(Company Name)

By: Todd May

Title: CRM

Date: 10/17/2011

Taken, subscribed and sworn to before me this 17th day of Oct, 2011.

By Commission expires 2/6/12

(Seal)

[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

EXHIBIT I - REFERENCES

1.1 STATE AND FEDERAL REFERENCES

AdvizeX has established many long-term State and Higher Education business relationships. A sampling of our client base includes the following:

1.1.1 State of West Virginia:

- WV DHHR
- WV Dept of Tax and Revenue
- WV Supreme Court
- WV Offices of the Insurance Commissioner
- WV Dept of Environmental Protection
- WV Dept of Transportation
- WV Office of Technology
- WV Secretary of State
- WV Dept of Natural Resources
- WV Division of Culture and History
- WV Geological and Economic Survey

1.1.2 Private Companies in West Virginia:

- Alcan Rolled Products/Constellium
- Brickstreet Insurance
- Cabell Huntington Hospital
- CAMC

1.1.3 Higher Education Clients:

- OCLC
- Ohio State University
- Ohio University
- Central State Community College
- Case Western Reserve University

1.1.4 Commonwealth of Massachusetts:

- Secretary of State
- Information Technology Division
- Comptroller's Office
- Trial Courts
- Supreme Court
- Executive Office of Environmental Affairs

- MBTA
- Massport
- Executive Office of Health and Human Services
- Department of Public Health and Utilities
- Department of Correction
- Department of Social Services
- Department of Mental Health

I.1.5 State of Maine

- Bureau of Motor Vehicle
- Division of Human Services
- Maine State Courts

I.1.6 State of Rhode Island

- Department of Finance
- Department of Children and Families

I.1.7 State of Connecticut

- Treasurer's Office
- Attorney General's Office
- Workman's Compensation
- Agency of Human Services
- Department of Finance
- Department of Human Services

I.2 CHIEF PROCUREMENT OFFICER - WVNET

**SUPREME COURT OF APPEALS
STATE OF WEST VIRGINIA**

STEVEN D. CANTERBURY
ADMINISTRATIVE DIRECTOR



ADMINISTRATIVE OFFICE
BUILDING 1, ROOM E-100
1900 KANAWHA BOULEVARD, E.
CHARLESTON, WV 25305-0832
(VOICE) 304/558-0145
(TTY) 304/558-4219
(FAX) 304/558-1212
www.state.wv.us/wvsc/

October 11, 2011

Mr. Greg Kidder
Chief Procurement Officer
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

Dear Mr. Kidder:

Please use this letter as confirmation of our business relationship with AdvizeX Technologies. AdvizeX has been a trusted advisor for the West Virginia Supreme Court of Appeals for several years. We purchase nearly all of our Hewlett-Packard infrastructure from AdvizeX. This includes HP Blades, HP Proliants, HP EVA Storage Systems, and HP SAN switches.

AdvizeX provides extensive presales resources to help us choose the best solutions to support the various Court locations throughout the State. They have also assisted with post sales consulting resources.

WVNET can expect a high level of service and support from AdvizeX.

Sincerely,



Scott Harvey
Director, Technology Division
West Virginia Supreme Court of Appeals

SHI/seh

I.3 STATE OF WV OFFICE OF TECHNOLOGY

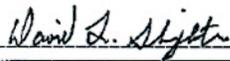
STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
Kyle Schafer
Chief Technology Officer

Earl Ray Tomblin
Acting Governor

Robert W. Ferguson,
Jr.
Cabinet Secretary

DATE: October 7, 2011
TO: Whom it May Concern
SUBJECT: Letter of Reference

Please accept this Letter of Reference on behalf of AdvizeX Technologies and their Client Relationship Manager, Todd May. I have personally worked very closely with Todd, on an almost daily basis during the past four years. AdvizeX has proven to be one of the State's very best vendors. The quality of their sales, service and support is unsurpassed among IT vendors.



David L. Shingleton, Administrative Services Manager

Capitol Complex, Bldg 5, 10th Floor Charleston, WV 25305 Phone: (304) 957-8265

EXHIBIT J – STATEMENT OF ADVIZEX FINANCIAL CONDITION



6480 Rockside Woods Blvd., Suite 190
Independence, OH 44131
216-901-1818 [voice]
216-901-1447 [data]

STATEMENT OF FINANCIAL CONDITION

AdvizeX Technologies, LLC (AdvizeX) is a privately owned company and, therefore, financial information is kept in the utmost confidential manner. That said, we are proud of our financial strength and are willing to disclose summary financial data as follows:

- 1) AdvizeX is a Limited Liability Company formed in Delaware via Federal Tax EIN # 37-1504931.
- 2) AdvizeX is a calendar based fiscal company, ending December 31.
- 3) 2010 revenues finalized at \$133.5M. Our 2011 forecast calls for revenue of \$150M.
- 4) December 31, 2010 total assets equal \$34.5M (with forecasted total assets for 12/31/2011 over \$40M).
- 5) AdvizeX maintains a \$6.5M revolving credit facility with Wells Fargo National Bank. The credit facility was not used during 2010 or 2011 due to our strong profitability and working capital positions.
- 6) AdvizeX has been, and is in compliance with, all bank covenant requirements.
- 7) AdvizeX has positive net worth & has demonstrated solid profitability during all years of its existence (not disclosed herein due to confidentiality reasons).
- 8) AdvizeX currently has 160 employees in ten (10) locations. We have access to hundreds of off-payroll consultants & technicians through our extensive partnership arrangements.
- 9) AdvizeX maintains a full demo equipment lab center in the Independence, Ohio facility. The demo center maintains several products, including server, storage and various software application technologies. We encourage you to visit any of our facilities.
- 10) Other key industry codes:
 - a. D&B # =608830915 (we have a solid credit score)
 - b. NAICS # = 541512
 - c. SIC Code – 7373

The CFO would be available to discuss the financial condition of the Company further, if required.

Mr. Mark N. Barrett, Chief Financial Officer
216-901-1818 ext. 4108

EXHIBIT K – HP AUTHORIZATION TO DO BUSINESS



October 5, 2011

REFERENCE:

AdvizeX Technologies LLC
6480 Rockside Woods Blvd S Ste 190
Independence, OH 44131

To whom it may concern:

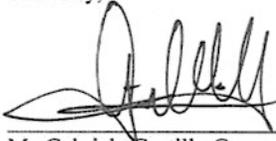
AdvizeX Technologies LLC at 6480 Rockside Woods Blvd S Ste 190
Independence, OH 44131 has been an HP Authorized Reseller since 11/24/2003.

The Partner is authorized for the following:

- **“Open Distribution”** includes, but are not limited to, iPaks, personal printers, media Products and HP Networking Open Product Lines.
- **“US Partner Agreement”** - which includes but not limited to imaging and printing, personal systems, industry standard servers, and business class storage products.
- **ABSP Addendum**
- **ASMP Addendum**
- **ASSP Addendum**
- **Security Products Addendum (SPA)**
- **Delivery Partner Addendum**
- **Medical Archive Solutions authorization**
- **Agent Addendum**
- **International Sales Addendum**
- **Internal Purchase Program Addendum**
- **Enterprise StorageWorks (US)**
- **StorageWorks XP (US)**
- **MAS (US)**
- **UX Servers (Includes any UX Servers, Integrity Servers running UX, Linux and Windows 8-way and above, & Integrity running OpenVMS) (US)**
- **Enterprise Integrity Servers Win/Lin (US)**
- **Integrity Servers for OpenVMS (US)**

- Superdome (US)
- UX Workstations Sales (US)
- Qualified Software (US)
- HP Enterprise Networking (US)
- HP Network Security (US)
- Software Security Products – ArcSight (US)
- Primary Business Model (Solution Implementor)

Sincerely,



Ma Gabriela Castillo G.
Hewlett-Packard Company
Americas Partner Contracts and Compliance

EXHIBIT L – PRICING

L.1 COST PLUS PRICING

As required by Addendum #1 of this RFP, proposing vendors for this RFP *must* bid a "cost plus" instead of a percentage off so that the resellers will not be putting their margin in jeopardy.

Higher Education Quoted Cost plus Percentage:

Laptops:	Cost plus <u>4</u> %
Desktops:	Cost plus <u>4</u> %
Workstations:	Cost plus <u>4</u> %
Servers:	Cost plus <u>8</u> %
Blades:	Cost plus <u>8</u> %
Storage:	Cost plus <u>9</u> %
Monitors:	Cost plus <u>4</u> %
Service and Support:	Cost plus <u>8</u> %
Laptops:	Cost plus <u>4</u> %

L.2 SAMPLE PROOF OF COST

We have provided a sample HP Smart Quote to demonstrate what our cost is on the following pages.

Sample server products have been used in this sample quotation of cost.

HP SMART QUOTE					
Smart Quote: SQ-1670586 Version: 1		Created by: May, Todd		Country Code: US	
Quote creation date: 10/17/2011		Ship/Sellout from: 11/16/2012		Pricelist code: US	
Quote valid date: 12/17/2011		Ship/Sellout to: 02/14/2013		Currency Code: USD	
End User:					
WVNET 837 Chestnut Ridge Rd 26505-2704 Morgantown WV USA CRM ID: 3-29Y-4742					
Reseller B:					
AdvizeX Technologies LLC 6480 Rockside Woods Blvd S Ste 190 44131 Independence PartnerPro ID: 3-2S1-4977					
Reseller A:					
Ingram Micro Inc 1600 E Saint Andrew Pl 92705-4931 Santa Ana PartnerPro ID: 3-2S1-4233					
Avnet Technology Solutions Div-Distribtn 8700 S Price Rd 85284 Tempe PartnerPro ID: 3-2S1-3717					
Synnex 44201 Nobel Dr 94538 Fremont PartnerPro ID: 3-2RR-3350					
HP Direct - Direct Plus 10810 Farnam Dr-Direct Plus 68154 Omaha PartnerPro ID: 3-2RW-2608					
Product Number Offering					
Product Number	Option	Description	PL	Quantity	Offering (USD)
507019-B21		HP BLc7000 CTO 3 IN LCD ROHS Encl	MV	1	3,482.64
603718-B21		HP BL460c G7 CTO Blade	MV	1	1,036.80
637406-L21		HP BL460c G7 X5675 FIO Kit	MV	1	1,439.28

637406-B21		HP BL460c G7 X5675 Kit	MV	1	1,439.28
500662-B21		HP 8GB 2Rx4 PC3-10600R-9 Kit	SI	12	143.28
512547-B21		HP 146GB 6G SAS 15K 2.5in DP ENT HDD	SI	2	265.68
453246-B21		HP BLc NC382m NIC Adapter Opt Kit	MV	1	208.08
456972-B21		HP BLc Emulex LPe1205 8Gb FC HBA Opt	MV	1	611.28
534562-B21		HP 1G Flash Backed Cache	SI	2	380.88
403626-B21		HP BLc 4Gb FC Pass Thru Module	MV	2	3,239.28
538113-B21		HP BLc 10GbE Pass Thru Mod Opt Kit	MV	2	3,599.28
455883-B21		HP BLc 10Gb SR SFP+ Opt	UZ	6	575.28
517521-B21		HP 6X 2400W Gold Ht Plg FIO Pwr Sply Kit	MV	1	1,432.08
413379-B21		HP BLc7000 1 PH FIO Power Module Opt	MV	1	126.00
517520-B21		HP BLc 6X Active Cool 200 FIO Fan Opt	MV	1	643.68
UE603E		HP Startup BladSys c7000 Encl Ntwk SVC	7G	1	2,105.30
UE602E		HP Startup BladeSys c7000 Infrastr SVC	UW	1	3,238.24
UK066E		HP 3y 4h 24x7 BL4xxc Svr Bld HW Support	06	6	356.68
UE479E		HP 3y 4h 24x7 c7000 Enclosure HW Supp	06	1	685.98
TC277AAE		HP Insight Ctl Enc Bdl 16 E-LTU 24x7 SW	4U	1	3,797.12
235603-001		HP 15A 125V 15P 12ft US Power Cord	SI	6	7.20
583914-B21		HP DL380G7 SFF CTO Chassis	SY	1	1,167.84
587491-L21		HP X5660 DL380G7 FIO Kit	SI	1	1,187.28
587491-B21		HP X5660 DL380G7 Kit	SI	1	1,187.28
507127-B21		HP 300GB 6G SAS 10K 2.5in DP ENT HDD	SI	8	212.40
481041-B21		HP Slim 12.7mm SATA DVD Optical Kit	SI	1	64.80
AF556A		HP 1.83m 10A C13-UL US Pwr Cord	SI	2	7.20
AP770A		HP 82B PCIe 8Gb FC Dual Port HBA	1Y	1	1,146.38
503296-B21		HP 460W CS Gold Ht Plg Pwr Supply Kit	SI	2	164.88
U4554E		HP Install ProLiant DL38x Service	UW	6	259.00
U4545E		HP 3y 4h 24x7 ProLiant DL38x HW Support	06	1	688.94
UT426E		HP 3y Supp Plus 24 P4300 G2 SAN Soln SVC	R8	1	1,332.74
UE493E		HP Install c-Class Server Blade Service	UW	5	148.00
U4546E		HP 3y 6h 24x7 CTR ProLiant DL38x HW Supp	06	5	1,236.54

Partner acknowledges and agrees that Partner's participation in the End-User Special Negotiated Discount Program constitutes acceptance of the HP Partner End-User Special Negotiated Discount Program Terms. The End-User Special Negotiated Discount Terms can be found on the HP Partner Portal in the Contracts and Compliance page.

Smart Quote quotes set forth the special pricing offered by HP in conjunction with an approved volume opportunity for HP Products. Quotes are generated at HP's sole discretion in accordance with HP's special pricing guidelines.

All quotes are offered by HP conditioned upon Partner's agreement to the terms and conditions of this HP Volume Big Deal Rebate Program. By accepting and using the Quote, Partner acknowledges and agrees that it is conclusively bound by these terms and conditions. The actual price quoted and offered by the first tier reseller to the Second Tier reseller is entirely within the discretion of the first tier reseller. To the extent any information provided by the Second Tier reseller is inaccurate or incomplete, or the End User's requirements change, HP reserves the right to amend or terminate this quotation. Each new version of a Quote supersedes previous versions. Unless explicitly stated otherwise, Smart Quote quotes are only permitted for End Users purchasing for their own internal use in the US. A request is considered "won" when HP is provided confirmation from a partner by marking a Smart Quote request as won. Placing a request into won status validates that the partner has won an opportunity for the End User and product offering stated within the Smart Quote request and quote document. HP partner marking the request as won must comply fully with the Big Deals program terms and conditions.

For the avoidance of doubt this quotation is valid for a maximum of 60 days.

This document is a CUSTOMER QUOTE if the title indicates 'HP Smart Quote'.

CUSTOMER QUOTE

ALL TERMS of this present authorization to quote (price, product, quantities, shipment schedule) are valid for a maximum of 60 days after the latest creation date.

The quote is a document detailing deals and promotions for which HP grants either an additional discount or a fixed price based on a special pricing APPROVAL.

A quote is defined for a given:

- End User/Customer at a specific location in case of special pricing approval
- Discount mode (upfront only / rebate only)
- Product(s) offer
- Pricing offer
- Volume per product / bundle (this is the maximum quantity allowed for the whole quote and not for each Partner!).

Each quote is assigned with a unique identifier.

Terminology:

(These definitions are provided for clarification purposes only.)

"First Tier Reseller" or "FTR" refers to a Partner that purchases Products directly from HP and resells Products to End Users or, if such a partner is a CSP, to the Second-Tier Resellers.

"Second Tier Reseller" or "STR" refers to an HP Partner that purchases Products from FTRs and CSPs and resells Products to End Users only.

"Partner" refers to any entity currently authorized to do business with HP pursuant to HP's U.S. channel agreement (the Business Development Agreement or the HP Partner Agreement) and includes all First Tier Resellers, Second Tier Resellers, CSPs and VPA Partners. "End User" means the target customer account named in the Big Deal Quote that is purchasing the Product for its own internal use. Partners purchasing for internal use must accept the terms and conditions of the PIPP (Partner Internal Purchase Program) Addendum in order to qualify as an End User customer as defined by these terms and conditions.

HP PARTNER END-USER SPECIAL NEGOTIATED DISCOUNT PROGRAM TERMS

Partner acknowledges and agrees that Partner's participation in the End-User Special Negotiated Discount Program constitutes acceptance of the HP Partner End-User Special Negotiated Discount Program Terms. The End-User Special Negotiated Discount Terms can be found on the HP Partner Portal in the Contracts and Compliance page.