



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

# Request for Quotation

RFQ NUMBER  
**GSD096404**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Solution 2, Inc.  
 901 Bringham Avenue  
 Los Angeles, CA 90049*

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/16/2008				

BID OPENING DATE: **08/05/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-43		\$42311.50
POLYCOM HDX 8004 XL VIDEO CONF. SYSTEM, OR EQUAL						* see breakdown on page 10
<p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH POLYCOM (OR EQUAL) VIDEO CONFERENCING EQUIPMENT INCLUDING DELIVERY, TECHNICAL SUPPORT/MAINTENENCE, AND INSTALLATION PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THURSDAY JULY 24, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE</p>						

**RECEIVED**  
 2008 AUG 12 9:12  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Andrew Paul* TELEPHONE: 919-267-4178 DATE: 7/30/08

TITLE: *Acct Manager* FEIN: 38-3645853 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**2**

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 304-558-2596**

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VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
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 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-3517

DATE PRINTED <b>07/16/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/05/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>MAINTENANCE WILL BE ADDED BY CHANGE ORDER TO THE SUCCESSFUL VENDOR'S CONTRACT UPON THE INSTALLATION AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY.</p> <p>FOR MAINTENANCE: EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON INSTALLATION AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO THREE (3) ONE (1) YEAR PERIODS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Andrew Ferrell</i>	TELEPHONE <b>919-267-4178</b>	DATE <b>7/30/08</b>
TITLE <i>Acct Manager</i>	FEIN <b>38-3645853</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/05/2008** BID OPENING TIME **01:30PM**

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<p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;"><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Andrew Reed</i>	TELEPHONE 919-267-4178	DATE 7/30/08
TITLE Acct Manager	FERN 38-3645853	ADDRESS CHANGES TO BE NOTED ABOVE

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SHIP TO

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07/16/2008				

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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-            QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN            WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING            THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP            INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL,            PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO            WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE            OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4)            YEARS IMMEDIATELY PRECEDING THE DATE OF THIS            CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR            WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS            A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH            HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF            BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE            FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS            CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE            REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT,            DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST            75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID            ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN            THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY            PRECEDING SUBMISSION OF THIS BID;            OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A            MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A            NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY            WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE            OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM            OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT,            DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Andrew [Signature]</i>	TELEPHONE 919-267-9178	DATE 7/30/08
TITLE <i>Acct Manager</i>	FEIN 38-3645853	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 Department of Administration  
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PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2596**

VENDOR

RFQ COPY  
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SHIP TO

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<p>75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Anderson Inc (Solutions, Inc)</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Anderson Inc</i>	TELEPHONE 919-267-4178	DATE 7/30/08
TITLE <i>Acct Manager</i>	FERN 38-3645853	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER  
**GSD096404**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-2596**

VENDOR

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SHIP TO

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BID OPENING DATE: **08/05/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DATE: <u>7/30/08</u></p> <p>SIGNED: <u>Andrew Judd</u></p> <p>TITLE: <u>Acct Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Andrew Judd</u>	TELEPHONE <u>919-267-4178</u>	DATE <u>7/30/08</u>
TITLE <u>Acct Manager</u>	FERN <u>38-3645853</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
General Services Division

West Virginia State Capitol  
Grounds Equipment Purchase

**REQUEST FOR QUOTATIONS #GSD096404**  
**PURCHASE OF POLYCOM VIDEO CONFERENCING SYSTEM, OR EQUAL**

Location: West Virginia Department of Administration  
General Services Division  
1900 Kanawha Boulevard East  
Building One, Room MB60  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Boulevard, East  
Building One, Room MB60  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:  
Krista Ferrell, Senior Buyer  
Purchasing Division  
P.O. Box 50130  
Charleston, West Virginia 25305-0130  
Fax: (304) 558-4115  
[krista.s.ferrell@wv.gov](mailto:krista.s.ferrell@wv.gov)

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations for the purchase of one (1) Polycom Dual 50-Inch/HDX 8004 XL Wall-Mount Custom Solution video conferencing system, or its specific equal. This Request for Quotations includes solicitation for bids for the base unit with accessories; a one-year maintenance agreement, with three (3) one-year renewal options; shipping, delivery and installation.

Successful bidder will be given sixty (60) calendar days from the written notice-to-proceed to provide and install the listed components. The General Services Division will be responsible for installing all vendor-provided mounting hardware into the existing structure, and for providing the necessary electrical and cable connections. The vendor will provide a single point of contact to assist in readying the site for system installation. The vendor will then be responsible for mounting, installing and connecting all provided components, including complete testing of equipment.

The vendor must provide operational training for the equipment for a group of staff members, provided on the site of the installation within the listed sixty (60) calendar days from the notice-to-proceed. User guides and instruction manuals must be included.



State of West Virginia  
General Services Division

West Virginia State Capitol  
Grounds Equipment Purchase

Any services contracted for prior to receipt of the signed purchase order and notice-to-proceed letter shall be at the Bidder's risk.

### Technical Specifications

Furnish One (1) Polycom Order #CP-5558D2 Dual 50-inch/HDX 8004 XL Wall-Mount Custom Solution with one (1) Tabletop Microphone Array, or its specific equal. Video conferencing system to include: Two (2) 50-inch plasma displays with side-mount speaker systems, display cables and custom wall-mount hardware; One (1) HDX Tabletop Microphone Array; One (1) English remote control; and One (1) Eagle Eye High-Definition Camera.

Furnish One (1) Polycom Order #2215-23327-001 HDX Mica Microphone array, or equal, including one (1) microphone array compatible with HDX Series, and one (1) 25ft. cable.

Provide for a Polycom Order #CP5558D2-PP "Premier Plus Maintenance" service for HDX 8004 XL series, or equal, for One (1) Year, including on-site labor, next-day parts, software updates, and telephone support. Maintenance service package will be enacted, by change order, beginning upon installation date (as verified by General Services at the time that all components are installed and tested as operational). Vendor shall provide cost of the initial year, plus costs for the subsequent three years to allow for renewals of the maintenance service.

Provide shipping, delivery and installation at Agency location in Charleston, WV. This shall be bid as a lump-sum cost, to include all associated costs for insuring the equipment is provided, installed and operational and that Agency personnel are trained on its use (travel, mileage, materials, training, etc.).

Successful vendor must be certified by Polycom as a "certified reseller" for the listed products. Bidders bidding an "Or Equal" brand must be certified resellers of their respective brand.

The model/brand/specifications named herein establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor. Vendors who are bidding alternates should so state and include pertinent literature and specifications. Failure to provide information for any alternates may be grounds for rejection of the bid. The State reserves the right to waive minor irregularities in bids or specifications in accordance with Section 148-1-4(F) of the West Virginia Legislative Rules and Regulations.

### Cost

See attached Cost Sheet

COST SHEET	
Description	Cost
Polycom HDX 8004 XL Wall-Mount Custom Solution, or equal, including all components and accessories. CP5558D2	\$ 25436.00
Premier Plus Maintenance (or equal): One Year, with 3 Subsequent Renewals CP5558D2-PP	\$ 3987.50
Year 1	\$ 3191.00
Year 2	\$ 3191.00
Year 3	\$ 3191.00
Year 4	\$ 3191.00
Shipping, Handling & Installation (including all associated costs) CP5558D2-INST	\$ 3320.00 *
TOTAL COST:	\$ 42311.50

CP5558D2 does come with an HDX Microphone Array. The Technical Specifications mentioned part # 2215-23327-001. For an additional mic array, the cost would be:

2215-23327-001 = \$ 344.00

\* Polycom Installation document attached. Includes a 30-minute training once set up is complete. For an additional on-site day of training, Polycom charges \$ 5875.00.

RFQ No. GSD096404STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Solutionz IncAuthorized Signature: [Signature] Date: 7/30/08

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:  
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,  
Charleston, WV 25305-0130

## Polycom Global Services Service Description for video endpoint and LCD/plasma display Installation

### ***Polycom's on-site Installation process***

- Remote evaluation of site, including network and power readiness, using installation checklist
- Once on-site, unpack and verify shipment contents against packing list
- Install all Polycom supplied equipment, except as noted under *customer responsibilities* section
- Connect Polycom equipment to power source and to appropriate networks
- If LCD or Plasma displays were supplied by Polycom AND the appropriate LCD/plasma installation service was purchased; Polycom has the responsibility to mount these displays to the Polycom cart or to the customer installed wall mount brackets
- If ceiling mounted microphones or speakers were supplied by Polycom, then Polycom has the responsibility to connect the cables to the video endpoint
- Power up video endpoint and complete initial configuration process
- Enable customer to read and accept any applicable product license agreements
- Access Polycom Resource Center to activate any software license codes, and facilitate electronic product registration with the customer
- Execute applicable video system testing to ensure that the system meets published specifications

- Provide 30 minute customer orientation for up to four people, including the following content:
  - \* Give overview of remote control functions
  - \* Place and receive calls if compatible endpoints are available
  - \* Walk through system security options and show that system sleep timer is enabled<sup>†</sup>

*Please note this basic orientation does not take the place of formal classroom training*

### ***Customer responsibilities prior to installation engineer arriving on-site***

- Installation of any cabling inside floors, walls, and ceilings
- Installation of any wall mounted brackets used to support Polycom equipment, including LCD displays, plasma displays, and cameras
- Installation of any ceiling mounted brackets used to support Polycom equipment, including projectors, microphones, speakers, and projection screens
- Confirm power availability and IP/ISDN network readiness, as well as room availability during business hours (additional on-site visits will be billable)

<sup>†</sup> Polycom is not responsible for any LCD/plasma burn-in damage that occurs if the video system sleep timer is disabled

This Service Description is subject to the terms and conditions of Polycom's Worldwide Service Program for End User Customers. In the event of a conflict between the terms of this Service Description and Polycom's WW Service Program Terms and Conditions for End User Customers, The WW Service Program Terms and Conditions for End User Customers will apply. To view these Terms and Conditions, please visit [www.polycom.com/pgs/termsandconditions](http://www.polycom.com/pgs/termsandconditions)