

Advanced Technical Solutions, LLC.
107 Erskine Ln.
Scott Depot, WV 25560
1.304.757.6542



December 8th, 2010

Ms. Jo Ann Adkins
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Adkins,

Thank you for the opportunity to respond to your Request for Quotation IPT10.

Advanced Technical solutions, LLC has been actively engaged in business in West Virginia for more than ten years and became a Cisco Systems "Premier-Certified" partner in 2001. ATS is a qualified vendor on the LAN07 contract and meets or exceeds all mandatory requirements for the Cisco portion of this RFQ. ATS agrees to and will comply with all General Requirements, Warranty Requirements and purchasing procedures specified in the IPT10 RFQ and any subsequent addendums.

Please contact me at 304-757-6542, Extension 323 or email to: jcalvert@atsnetworking.com with any questions or clarifications you may have.

Regards,

A handwritten signature in black ink that reads 'John W. Calvert'. The signature is written in a cursive style with a long, sweeping underline that extends to the left.

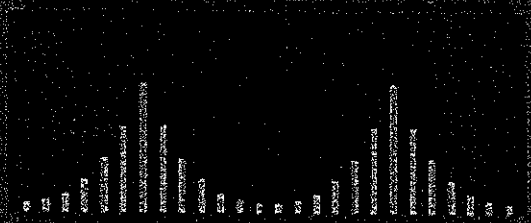
John W. Calvert
Account Manager/Cisco CSE4
Advanced Technical Solutions, LLC
107 Erskine Lane-P.O. Box 149
Scott Depot, WV 25560

RECEIVED

2011 JAN -5 AM 9:27

WV PURCHASING
DIVISION

ASAP SYSTEMS



PARTNER
PREMIER CERTIFIED

ADVANCED TECHNICAL SOLUTIONS

2001
USA

Cisco Systems
1051 East Cary Street, Suite 502
Richmond, VA 23219

January 4, 2011

To Whom It May Concern:

Advanced Technical Solutions, LLC is a Cisco Premier Certified Partner with the following certifications and specializations:

Specializations

- Advanced Unified Communications

Other Authorizations

- Registered Partner
- Cisco Capital Financing
- ATP – Customer Voice Portal
- ATP – Unified Contact Center Enterprise

Partner certifications and specialization information can be found on the Cisco Partner Locator at the following website, <http://tools.cisco.com/WWChannels/LOCATR/performBasicSearch.do>

Please feel free to contact me if you have any questions.

Sincerely,

Joel Harrington
Virtual Partner Account Manager, joharrin@cisco.com
919-392-8070

State of West Virginia



Certificate

*I, Ken Hechler, Secretary of State of the
State of West Virginia, hereby certify that*

ADVANCED TECHNICAL SOLUTIONS, LLC

has filed its "Articles of Organization" in my office according to the provisions of Chapter 31B of the West Virginia Code. I hereby declare the organization to be registered as a limited liability company from its effective filing date of March 1, 2000 until the expiration of the term or termination of the company. Therefore, I hereby issue this

CERTIFICATE OF A LIMITED LIABILITY COMPANY



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
March 1, 2000*

March 1, 2000

Ken Hechler

Secretary of State

ATS Escalation Procedures for Problem Resolution (2.7) IPT10

If you have opened a Service Request and are not satisfied with the service, please call the ATS Customer Support Line and use the following procedures to escalate:

1. Be prepared to provide your Service Request number and a brief description of why you want to escalate.
2. Call 304-757-6542 or 877-479-5438 and choose option 2.

Explain the situation to the customer support representative and request escalation. If additional support is required, contact your account manager.

Urgency SLA and Service Status

Level of Severity

- **Low-** One user or a small group of users is affected.
- **Medium-** Some of the network or users are down or performance has been degraded. (Default)
- **High-** Major network components are down.

Business Impact

- **Low-** There is little or no effect on your business operations.
- **Medium-** Operational performance of your network is impaired while most business operations remain functional. (Default)
- **High-** There is a critical impact to your business operations.

Priority

- **Priority Level 1-** Your network is down or there is a critical impact to your business operations. You & ATS will commit all necessary resources around the clock to resolve the situation.
- **Priority Level 2-** Operation of an existing network is severely degraded or significant aspects of your business operation are negatively affected by inadequate performance of network or server products. You and ATS will

ATS Escalation and Work Flow (Section 2.7) IPT10

- **Priority Level 1 – Best Effort Response within 2 hours**
 - No Response within 2hrs Escalated to Assigned Resource and Service Manager
 - No Response within 4hrs Escalated to Assigned Resource and Service Manager
 - No Response within 6hrs Escalated to Assigned Resource, Service Manager and COO
 - No Resolution within 4hrs Escalated to Assigned Resource and Service Manager
 - No Resolution within 6hrs Escalated to Assigned Resource, Service Manager and Team Leader
 - No Resolution within 8hrs Escalated to Assigned Resource, Service Manager, Team Leader and COO
 - No Resolution within 10hrs Escalated to Assigned Resource, Service Manager, Team Leader, COO and President
- **Priority Level 2 – Best Effort Response with 4 hours**
 - No Response within 4hrs Escalated to Assigned Resource and Service Manager
 - No Response within 6hrs Escalated to Assigned Resource, Service Manager and Team Leader
 - No Response within 8hrs Escalated to Assigned Resource, Service Manager, Team Leader and COO
 - No Resolution within 8hrs Escalated to Assigned Resource and Service Manager
 - No Resolution within 10hrs Escalated to Assigned Resource, Service Manager and Team Leader
 - No Resolution within 14hrs Escalated to Assigned Resource, Service Manager, Team Leader and COO
 - No Resolution within 20hrs Escalated to Assigned Resource, Service Manager, Team Leader, COO and President
- **Priority Level 3 – Best Effort Response within 1 Business Day**
 - No Response within 24hrs Escalated to Assigned Resource and Service Manager
 - No Response within 48hrs Escalated to Assigned Resource and Service Manager
 - No Response within 72hrs Escalated to Assigned Resource, Service Manager and Team Leader
 - No Resolution within 48hrs Escalated to Assigned Resource and Service Manager
 - No Resolution within 72hrs Escalated to Assigned Resource, Service Manager and Team Leader
 - No Resolution within 96hrs Escalated to Assigned Resource, Service Manager, Team Leader and COO
 - No Resolution within 120hrs Escalated to Assigned Resource, Service Manager, Team Leader, COO and President

ATS Customer References; Section 3.2 IPT10 RFQ

Poca Valley Bank

Daren Lewis, Chief Information Officer

7033 Charleston Road

Walton, WV 25286

304-577-9411 dlewis@pocavalleybank.com

Thomas Health Systems

Mark Boggs, Chief Information Officer

4605 Mac Corkle Avenue, S.W.

South Charleston, WV 25309

304-766-3629 mark.boggs@thomaswv.org

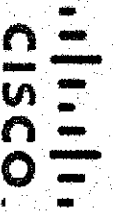
Saint Mary's Hospital

Charlie Wilson, Corp. Director of IT

2900 First Avenue

Huntington, WV 25702

304-526-1268 charlie.wilson@st-marys.org



Cisco Career Certifications

Luke Stackle

HAS SUCCESSFULLY COMPLETED THE CISCO CAREER CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

Cisco Certified Network Associate Voice



VALID THROUGH April 13, 2012
CISCO ID No. CSC011420074

John Chambers
Chairman and CEO
Cisco Systems, Inc.

Validate this certificate's authenticity at
www.cisco.com/go/verify/certificate
Certificate Verification No. 399154168916FTYI

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Cisco Career Certifications

Brian O'Neill

HAS SUCCESSFULLY COMPLETED THE CISCO CAREER CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

Cisco Unity Support Specialist

VALID THROUGH **October 16, 2010**
CISCO ID No. **CSC011123059**

Validate this certificate's authenticity at
www.cisco.com/go/verify/certificate
Certificate Verification No. **397404169795AKBI**

John T. Chambers
**John Chambers
Chairman and CEO
Cisco Systems, Inc.**

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Cisco Career Certifications

Travis C. Cassell

HAS SUCCESSFULLY COMPLETED THE CISCO CAREER CERTIFICATIONS TEST REQUIREMENTS AND IS RECOGNIZED AS A

Voice



CCIE NO. 25017

DATE CERTIFIED July 29, 2009

John Chambers
Chairman and CEO
Cisco Systems, Inc.

Validate this certificate's authenticity at
www.cisco.com/go/verifycertificate
Certificate Verification No. 400274170245BLWL

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Cisco Career Certifications

Travis C. Cassell

HAS SUCCESSFULLY COMPLETED THE CISCO CAREER CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

Cisco Certified Voice Professional — CCVP

VALID THROUGH April 10, 2011
CISCO ID No. CSC010575982

Validate this certificate's authenticity at
www.cisco.com/go/verify/certificate
Certificate Verification No. 395515193683FRBJ

John Chambers
John Chambers
Chairman and CEO
Cisco Systems, Inc.

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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
IPT10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

VENDOR

*323141320 304-757-6542
 ADVANCED TECHNICAL SOLUTIONS
 PO BOX 149

 SCOTT DEPOT WV 25560-0149

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2010				

BID OPENING DATE: **01/05/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-16		
INTERNET PROTOCOL VOICE (VOIP) COMMUNICATIONS EQUIPMENT PER THE ATTACHED SPECIFICATIONS EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John W. Calvert</i>	TELEPHONE 304-757-6542 x 323	DATE
TITLE Account Manager	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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BID OPENING DATE: **01/05/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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WV
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ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JO ANN ADKINS 42-----</p> <p>RFQ. NO.: IPT10-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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VENDOR TO

*323141320 304-757-6542
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 PO BOX 149

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SHIP TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/02/2010				

BID OPENING DATE: **01/05/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE AND TIME: 01/05/2011 1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ IPT10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ IPT10
FOR STATEWIDE CONTRACT FOR
CISCO INTERNET PROTOCOL VOICE COMMUNICATIONS
HARDWARE AND SOFTWARE OR EQUAL

1. PURPOSE

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Office of Technology, hereinafter referred to as "WVOT", to establish a statewide contract for the procurement, installation, and on-going maintenance of Internet Protocol Voice (VoIP) communications equipment.

WVOT will be providing Core Voice Services and Redundancy to state agencies as part of the overall consolidation of Executive Branch agency's information technology resources. The services being provided will include teleconferencing, All Center agents, Emergency Responder, unified messaging/voice mail, failover redundancy and basic phone service.

The RFQ specifies Cisco name brand product(s), "or equal" specifically for the following reasons: the products we are requesting for purchase are a simple expansion of a pre-existing network/telephony hardware and software platform/system architecture. Any alternate products must seamlessly fit into, integrate with and interchange with the existing Cisco infrastructure investment with zero loss of feature functionality, and no infrastructure configuration changes.

2. GENERAL REQUIREMENTS

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

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

2.2 Any Vendor submitting bids **SHALL** be authorized to sell and service Cisco equipment covered under this contract. The Vendor **MUST** provide collaborating evidence that he is authorized by the manufacturer to sell and service his equipment.

2.3 The Vendor is solely responsible for all work performed under the contract and **SHALL** assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State **SHALL** consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.

2.4 The Vendor **MUST** inform the Contract Administrator, on a timely basis of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions.

2.5 The Vendor MUST accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this contract. Vendor MUST also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.

2.6 The Vendor MUST provide the Contract Administrator with usage reports including a summary of all equipment (regardless of dollar amount) sold under this contract including agency name, manufacturer, model/part number, WV-39 number, date received, install date, and total amount. These reports MUST be provided electronically.

2.7 The Vendor MUST provide their escalation procedures for problem resolution including time frames, contact names and phone numbers.

2.8 The Vendor SHALL have on staff two (2) manufacturer certified technicians for the products they are authorized to sell under this contract, each with a minimum of one-year experience, for the term of this contract. These certifications MUST be kept current, based on industry standards. Vendor SHALL provide copies of certifications and verification of experience for the staff who meet the requirements for the above services. If either of the two required technicians leaves the Vendor's employment, the Vendor SHALL be required to obtain a replacement within 30 days. The Vendor SHALL provide the replacement certifications to the Contract Administrator. Until a replacement is employed, the Vendor may not be permitted to bid on procurements under this contract.

3.0 EXPERIENCE AND REFERENCE REQUIREMENTS

3.1 The Vendor's company SHALL have been in sales and service of the products types they are bidding for a minimum of five (5) years at the time of the bid opening. The Vendor SHALL submit documentation supporting how the company meets this requirement.

3.2 All vendors SHALL also provide three client references who have procured this type of equipment from the vendor. The reference information required is name, title, company, mailing address, telephone number, and e-mail address. At least one reference must be from within West Virginia.

4.0 SUPPORT REQUIREMENTS

4.1 The Vendor SHALL maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State, and accessible to all agencies who have purchased items from the Vendor under this contract. Personnel staffing the Vendor's support line SHALL be able to give competent technical assistance to agencies for all items purchased from the Vendor.

5.0 WARRANTY REQUIREMENTS

- 5.1 Warranty work SHALL be performed by a technician authorized by the manufacturer to service the equipment. During the term of the contract, a copy of the technician's certifications SHALL be made available upon request of the State.
- 5.2 If the agency specifies a particular warranty type and response time, if the Vendor responds, he is agreeing to meet the warranty provisions required in the agency's specifications.
- 5.3 If the agency specifies a particular warranty type and response time, the warranty SHALL apply to all equipment on the agency's bid request unless otherwise noted.
- 5.4 If the agency does not specifically address warranty coverage in its bid document, the Vendor SHALL, at a minimum, provide the manufacturer's mail-in warranty that includes parts and labor, at no cost to the State. Warranty SHALL cover all shipping costs to the manufacturer's designated repair depot, and for the equipment's return.
- 5.5 The Vendor is responsible for registering the equipment with the manufacturer for standard warranty and extended warranty coverage if specified in the agency specifications.
- 5.6 If the agency specifies on-site warranty, and the Vendor responds positively to the bid, the Vendor SHALL "fix" the equipment on-site. If the equipment is not repaired within eight (8) business hours, the Vendor SHALL supply a "loaner" of equal to or better than, speed and capacity, unless declined by the agency. Loaner equipment will be available to the agency to use until the original equipment is returned and working to the satisfaction of the agency. This loaner requirement applies to the switch, and any other major components. The Vendor will supply the switch, but the agency will be required to load any software over and beyond the software installed on the machine as originally purchased. The agency may request the Vendor to load additional software at their billable hourly rate.
- 5.7 If the equipment is mission critical, this requirement will be noted in the agency's bid specifications. A loaner SHALL be provided within 4 business hours to the agency until the hardware is repaired and meets the agency's satisfaction. The Vendor will be required to assist the agency in removing the software and data from the mission critical machine and loading the software and data on the loaner so that the machine can be up and running within 4 business hours, at no cost to the agency.
- 5.8 When a warranty call is made to the Vendor, the Vendor, after hearing the problem description by the agency, will try to work with the agency to resolve the problem over the phone. At their discretion, the agency can require the Vendor to come on-site to resolve the problem when the equipment has been purchased under an on-site warranty.
- 5.9 When the Vendor is required to come on-site, if the problem is determined to be a problem not related to the hardware and software supplied by that Vendor, they may bill the agency at their billable hourly rate for the time spent driving one-way to the user site and the time spent on-site. In the instance, the

agency SHALL be notified of the error and the Vendor's intent to bill for the call. If the agency disagrees with the cause, both the agency and the Vendor will document the situation and submit it to WVOT for review and resolution.

5.10 Upon completion of any warranty call, the Vendor SHALL provide the agency with a signed service report that includes, at a minimum, the date, a general statement of the problem, the serial number of the problem equipment, the action taken, any materials or parts replaced, the name of the technician who performed the repair, and the number of hours required to complete the repairs. There should also be a place for the agency to sign confirming that the warranty work was performed.

6.0 PURCHASING PROCEDURES

The State uses a Bulletin Board that is accessible only to those Vendors who qualify to sell under this contract.

6.1 The agency identifies a need and provides specifications to the Contract Administrator.

6.2 The Contract Administrator reviews the specifications and if acceptable, puts the specifications out on the Bulletin Board.

6.3 Any questions regarding the specifications MUST be submitted to the Contract Administrator at least one working day prior to bid opening. The inquiry will be investigated and a determination will be made if clarifications or changes are required to the specifications and an addendum to the bid document is required.

6.4 The Vendor MUST respond by the response date and time specified on the bid. Any bids received after the stated response time will be disqualified.

6.5 The Vendor MUST meet all the agency's requirements in order to be considered for award. By responding to the bid, the Vendor is guaranteeing that they meet or exceed the requirements of the bid.

6.6 The Vendor MUST itemize each bid showing a) the manufacturer and manufacturer's model/part number; b) the unit cost; and c) the extended cost.

6.7 The Vendor MUST total his bid. In the instance where an error is made in the Vendor's math, the unit price SHALL prevail.

6.8 All Vendor quotes MUST be F.O.B. Destination with inside delivery.

6.9 All Vendor bids MUST be valid for a minimum of ninety (90) calendar days.

6.10 The costs quoted MUST match the invoice to insure timely payment.

7.0 MISCELLANEOUS

7.1 The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFQ, pursuant to West Virginia State Code, Section §5A-3-19.

8.0 PROPOSAL FORMAT

All vendors who meet all of the mandatory requirements of this RFQ will qualify to participate in this statewide contract. The bid format should be as follows:

8.1 Title Page – This page should be a letter from the vendor stating the RFQ subject and number, the name of the vendor, the vendor's business address, telephone number, name of authorized contact person to speak on behalf of the vendor, and e-mail address of that contract person, and confirming that the vendor meets all mandatory requirements of the bid.

8.2 General Requirements – vendors must provide a) a letter from the manufacturer collaborating that the vendor is authorized to sell and service the equipment (2.1.2), escalation procedures for problem resolution (2.1.7); and c) evidence that the two technicians are certified to service the equipment and that they have one year of experience in the field.

8.3 Experience and References Requirements – The vendor should provide a) documentation supporting how long the company has been in business and how long they have been selling this type of equipment, and b) the required contact information for their three references.

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....
COMPANY

.....
DATE

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Advanced Technical Solutions LLC Signed: [Signature]
Date: December 8th 2010 Title: Account Manager

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

RFQ No. IPT-10

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: Advanced Technical Solutions LLC

Authorized Signature: [Signature] Date: 12-8-2010

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 8 day of December, 2010.

My Commission expires September 03, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

