



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
LAN10

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
10/27/2010				

BID OPENING DATE: 11/18/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR STATEWIDE CONTRACT(S) FOR LOCAL AREA NETWORK SOFTWARE HARDWARE AND SERVICE.						
***** INQUIRIES						
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, NOVEMBER 9, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						
JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.4115 EMAIL: JO.A.ADKINS@WV.GOV						
0001	1	EA	205-43	LOCAL AREA NETWORK HARDWARE, SOFTWARE AND SERVICE		

RECEIVED  
 NOV 18 A 8:58  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>John W. Cabrat</i>	TELEPHONE 304-757-6542	DATE 11-17-2010
TITLE Account Mgr.	FEIN 55-0772695	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>EXHIBIT 3</p> <p>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.</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 TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-757-6542	11-17-2010
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Account Mgr.	55-0172695	

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<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John W. Cabnet</i>	TELEPHONE 304-757-6542	DATE 11-17-10
TITLE Account Mgr	FERN 55-0772625	ADDRESS CHANGES TO BE NOTED ABOVE

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**Request for Quotation**

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<p>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:            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:            SEALED BID</p> <p>BUYER:      FILE 42            RFQ. NO.:      LAN10            BID OPENING DATE:      11/18/2010            BID OPENING TIME:      1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John W. Cabat</i>	TELEPHONE 304-757-6542	DATE 11-17-10
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TITLE Account Mgr.	FEIN 55-0772695	ADDRESS CHANGES TO BE NOTED ABOVE
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POST TO

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center; font-size: 1.2em;">304-201-4287</p> <hr/> CONTACT PERSON (PLEASE PRINT CLEARLY): <p style="text-align: center; font-size: 1.2em;">JOHN W. CALVERT</p> <hr/> <p style="text-align: center;">***** THIS IS THE END OF RFQ LAN10 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John W Calvert</i>	TELEPHONE 304-757-6542	DATE 11-17-10
TITLE Account Mgr	FEIN 55-0772685	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ LAN10  
FOR STATEWIDE CONTRACT FOR  
LOCAL AREA NETWORK HARDWARE, SOFTWARE, AND SERVICES

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 support of local area network (LAN) equipment.

The State of West Virginia currently has an installed base of Cisco and Enterasys switches, gateways, concentrators, and routers for the agencies' LAN environments. In addition, the State of West Virginia has Cisco as its standard for wide area network (WAN) routers. The distinction between the LAN and WAN environments is the difference between edge devices and core networking equipment. **Any device that connects an agency's network to the State's backbone or a WAN, using for example frame relay, ATM, fiber or leased lines, MUST be a Cisco product per the State's standard.**

With this in mind, the statewide contract resulting from this request will address only the State's networking needs for the procurement of equipment related to local area networks (LAN) infrastructure. Several agencies have agency-specific standards by manufacturer, i.e., their LAN network is made up of either Cisco equipment or Enterasys equipment that have been approved by the WVOT. In these instances, those agencies may specify their agency standard. **If an agency does not have an agency standard approved by WVOT, they will accept bids from either manufacturer.**

This contract will not be used for the purchase of IP telephony equipment.

2. GENERAL REQUIREMENTS

Throughout this section, **VENDOR** refers to the contracting company and **MANUFACTURER** is the company who actually manufactures the equipment. Due to the differences in the Manufacturers' service offerings, Vendors bidding Cisco equipment **MUST** respond to 2.1 while Vendors bidding Enterasys equipment **MUST** respond to 2.2.

2.1 Cisco Equipment

2.1.1 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.

2.1.2 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.

- 2.1.3 The Vendor is solely responsible for all work performed under the contract and SHALL assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State 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.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 The Vendor MUST provide their escalation procedures for problem resolution including time frames, contact names and phone numbers. This should be included with the Vendor's bid response.
- 2.1.8 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 with their response to this RFQ, 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.
- 2.2 ENTERASYS EQUIPMENT
- 2.2.1 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.
- 2.2.2 Any Vendor submitting bids SHALL be authorized to sell Enterasys equipment covered under this contract. The Vendor MUST provide collaborating evidence that he is authorized by the manufacturer to sell his equipment.



- 2.2.3 Any Vendor submitting bids for Enterasys equipment **MUST** be authorized to sell maintenance for the Enterasys equipment. The Vendor **MUST** provide a letter from Enterasys confirming this authorization.
- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 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.
- 2.2.7 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.
- 2.2.8 The Vendor **Must** provide their escalation procedures for problem resolution including time frames, contact names and phone numbers. This should be included with the Vendor's bid response.
- 2.2.9 The Vendor **SHALL** provide a letter from Enterasys stating: 1) the manufacturer's requirements that their subcontractor **MUST** provide warranty support for all of their equipment sold under this contract; 2) who will be providing the manufacturer's warranty support for the State of West Virginia; 3) the standard warranty and response times for the manufacturer's equipment; and 4) a description of how warranty service will be provided within the response times mandated by the agencies.

## 2.3 EXPERIENCE AND REFERENCE REQUIREMENTS

- 2.3.1 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.
- 2.3.2 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 should be from within West Virginia.

## 2.4 SUPPORT REQUIREMENTS

- 2.4.1 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.

## 2.5 WARRANTY REQUIREMENTS

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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.
- 2.5.4 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.
- 2.5.5 The Vendor is responsible for registering the equipment with the manufacturer for standards warranty and extended warranty coverage if specified in the agency specifications.
- 2.5.6 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.
- 2.5.7 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.

- 2.5.8 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.
- 2.5.9 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.
- 2.5.10 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.

## 2.6 PURCHASING PROCEDURES

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

- 2.6.1 The agency identifies a need and provides specifications to the LAN10 Contract Administrator.
- 2.6.2 The LAN10 Contract Administrator reviews the specifications and if acceptable, puts the specifications out on the Bulletin Board.
- 2.6.3 Any questions regarding the specifications MUST be submitted to the LAN10 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.
- 2.6.4 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.
- 2.6.5 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.
- 2.6.6 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.

- 2.6.7 The Vendor **MUST** total his bid. In the instance where an error is made in the Vendor's math, the unit price **SHALL** prevail.
- 2.6.8 All Vendor quotes **MUST** be F.O.B. Destination with inside delivery.
- 2.6.9 All Vendor bids **MUST** be valid for a minimum of ninety (90) calendar days.
- 2.6.10 The costs quoted **MUST** match the invoice to insure timely payment.
- 2.6.11 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.

## 2.7 BID FORMAT

All vendors who meet all of the mandatory requirements of this RFQ will qualify to participate in this statewide LAN10 contract. The bid format should be as follows:

- 2.7.1 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.
- 2.7.2 General Requirements for Cisco vendors – Cisco vendors must provide a) a letter from Cisco 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.
- 2.7.3 General Requirements for Enterasys vendors – Enterasys vendors must provide a) a letter from Enterasys collaborating that the vendor is authorized to sell the equipment and the support (2.2.2 and 2.2.3), b) escalation procedures for problem resolution (2.2.8); and c) a letter from Enterasys explaining the warranty service to be provided (2.2.9).
- 2.7.4 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.

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



November 5<sup>th</sup>, 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 LAN10.

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 LAN10 RFQ and any subsequent addendums.

Please contact me at 304-757-6542, Extension 323 or email to: [jcalvert@atsnetworking.com](mailto: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 horizontal stroke extending to the right.

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



**MANUFACTURER'S AUTHORIZATION FORM**

**Date:** 03/November/2010  
**To:** State of West Virginia  
601 57th St SE  
Charleston, WV 25304  
**Subject:** LAN10

Cisco Systems, Inc., a company duly organized under the laws of the State of California of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, Advanced Technical Solutions LLC ("Reseller") wishes to participate in the Bid or Project stated above and has entered into an Indirect Channel Partner Agreement which entitles Reseller to do the following:

- (1) resell and/or distribute Cisco products and/or services in USA to end users within that territory;
- (2) bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Reseller is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

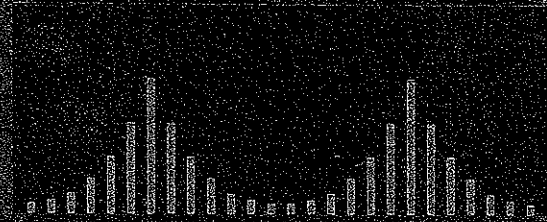
This Authorization shall be accurate as of the date appearing at the top of this letter.

If you need any additional information, please do not hesitate to contact Glen Dailey at +1 408 527 5219. For more information about Cisco's channel partner program, please visit the following URL: <http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization for and on behalf of: **Cisco Systems, Inc.**

A handwritten signature in black ink, appearing to read "Glen Dailey".

USAA SYSTEMS



PARTNER  
PREMIER CERTIFIED

ADVANCED TECHNICAL SOLUTIONS

2001  
USA

## **ATS Escalation Procedures for Problem Resolution (2.1.7)**

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 2.1.7)

- **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

State of West Virginia



Certificate

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

ADVANCED TECHNICAL SOLUTIONS, LLC

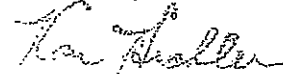
has filed its "Articles of Organization" in my office according to the provisions of Chapter 31B of the West Virginia Code. I hereby declare the organization to be registered as a limited liability company from its effective filing date of March 1, 2000 until the expiration of the term or termination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



*Secretary of State*



# 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

Validate this certificate's authenticity at  
[www.cisco.com/go/verify/certificate](http://www.cisco.com/go/verify/certificate)  
Certificate Verification No. 400274170245BLWL

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

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All other trademarks mentioned in this document or Website are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (06089)

# Cisco Certificate Of Completion

Has been presented to

**Brian O'Neill**

On successful completion of the authorized Cisco training course:

**ICMBC v7.0 Dec 19, 2008**

Date: December 19, 2008

Instructor: Dan Meier

Learning Partner: Skyline



# Cisco Certificate Of Completion

Has been presented to

**Bob Marchi**

On successful completion of the authorized Cisco training course:

**ICMBC v7.0 Dec 19, 2008**

Date: December 19, 2008

Learning Partner: Skyline

Instructor:

Dan Meier



# Cisco Certificate Of Completion

Has been presented to

**Brian Sims**

On successful completion of the authorized Cisco training course:

**IPCCE 1.0 Jan 22, 2009**

Date: January 22, 2009

Learning Partner: Skyline

Instructor:

Dan Meier





Certification	Obtained Date	Valid Through
PMP #22753	3/17/2000	3/16/2013
Master's Certificate in Project Management	12/13/2002	

Certification	Obtained Date	Valid Through
(MCTS) Microsoft Certified Technology Specialist		
Microsoft Certified Technology Specialist: Windows Vista: Configuration		
Microsoft Certified Technology Specialist: Windows 7: Configuration		
Marshall Associate in Applied Science IT Degree	12/15/2009	

Certification	Obtained Date	Valid Through
(CCNA) Network Administrator Cisco Systems, Inc.		
(CNE) Certified Novell Administrator - (Netware 5 9644578)		
(MCP) Professional 3164275 Microsoft Corporation		
(CCNP) Network Professional (CSCO10318431)		8/1/2009
(CAN) Security+ CompTIA (COMP001002550059)	2/26/2004	
(CCVP) Cisco Certified Voice Professional (CSCO10318431)		12/29/2008
(CIM) Unified Web & eMail Interaction Manager Enterprise	6/4/2009	
<b>Training Classes</b>		
(IPCC Express) IP Contact Center Express Spec. (training only)		8/30/2008
Cisco ICMBC v7.0	12/19/2008	
Cisco IPCCE 1.0	1/22/2009	
(CVPI) Cisco Voice Portal Implementation (Confirmation # 6124)	11/20/2009	

Certification	Obtained Date	Valid Through
(CCENT) Cisco Certified Entry Networking Technician (395114167804GRWI)		5/20/2012
(CCNA) Network Administrator Cisco Systems, Inc. (397474170517FPYL)		5/20/2012
(CCVP) Cisco Certified Voice Professional (399574172169GNYF)		5/20/2012
Cisco Unified Presence Specialist (401324168039BTUH)		11/10/2011
(CUSS) Cisco Unity Support Specialist (397404169795AKBI)		10/16/2010
(IPCC Express) IP Contact Center Express Specialist		6/25/2011
<b>Training Classes</b>		
Cisco ICMBC v7.0 (Training Only)	12/19/2008	
(CCN) Cisco Communications Network (Training Only)	12/3/1999	
(CVPI) Cisco Voice Portal Implementation (Confirmation # 6124) (Training Only)	11/20/2009	
Cisco IPCCE 1.0	1/22/2009	
(QoS) Implementing Cisco Quality of Service (Training Only)	3/19/2009	

Certification	Obtained Date	Valid Through
Wireless LAN SE's & FE's Cisco Systems, Inc.	9/17/2001	
(MCP) Professional Microsoft Corporation		
(CCDA) Cisco Certified Design Associate Cisco Systems,		12/9/2006
(CCNA) Network Administrator Cisco Systems, Inc		11/7/2006
(CCNP) Network Professional Cisco Systems, Inc.		



Cisco Advanced IP Communications Sales Specialist		1/31/2009
(CSE2) Cisco Sales Expert v2		1/31/2008


Certification	Obtained Date	Valid Though
(CCNA) Network Administrator Cisco Systems, Inc		5/15/2009
(CCNA) Network Administrator Cisco Systems, Inc (Security)		10/9/2012
(CCDA) Cisco Express Foundation Design Specialist (400555351920GKWF)		7/2/2012
(CCNP) Cisco Certified Network Professional (398608940807FLZF)		2/13/2012
Cisco Certified Security Professional		12/21/2012
Cisco Express Foundation Design Specialist		8/28/2011



Certification	Obtained Date	Valid Though
(MCP) Professional Microsoft	4/8/2005	
Training Classes		
Cisco ICMBC v7.0	12/19/2008	
Cisco IPCCE 1.0	1/22/2009	

Certification	Obtained Date	Valid Though
(CCNA) Network Administrator Cisco Systems, Inc.	renewed 03/19/10	7/1/2013
(CCNA) Voice Network Administrator Cisco Systems, Inc.	renewed 03/19/10	7/1/2013
Training Classes		
642-825 Implementing Secure Converged Wide Area Networks	3/19/2010	


Certification	Obtained Date	Valid Though
Associate of Arts in Business 2006		
Bachelor of Science In Business 2009		
A+ Certified Professional COMP001000954352	3/21/2004	
Network+ COMP001000954352	3/21/2004	
Security+ COMP001000954352	3/21/2004	

(CQS) Cisco Rich Media Communications Specialist (389934724360FRYI)		9/22/2008
(CCNA) Network Administrator Cisco Systems, (388374724542BMBG)		4/20/2009
(CCVP) Cisco Certified Voice Professional (395515193683FRBJ)		4/10/2011
(CCIE) Cisco Certified Internetwork Expert Voice (400274170245BLWL)	7/29/2009	
Cisco Unity Design Specialist		8/6/2012
<b>Training Classes</b>		
(CVPI) Cisco Voice Portal Implementation (6125)	11/20/2009	
Cisco ICMBC v7.0	12/19/2008	
A+ Certified Professional COMP001020036311	11/17/2009	

## **ATS Customer References; Section 2.3.2 LAN10 RFQ**

**Poca Valley Bank**

**Daren Lewis, Chief Information Officer**

**7033 Charleston Road**

**Walton, WV 25286**

**304-577-9411 [dlewis@pocavalleybank.com](mailto: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](mailto: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](mailto:charlie.wilson@st-marys.org)**

RFQ No. LANIO

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 exceeds 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: Nov. 15, 2010

State of West Virginia

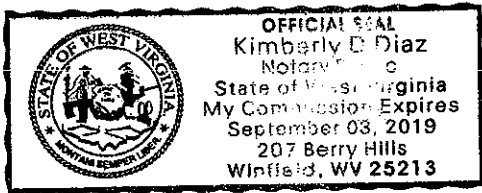
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15 day of November, 2010.

My Commission expires September 03, 2019.

**AFFIX SEAL HERE**

NOTARY PUBLIC [Signature]



# 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,**

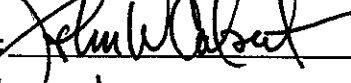
**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- 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      Signed: 

Date: Nov. 15, 2010      Title: Account Manager

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