



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

Solicitation

NUMBER
I SCP0060

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Frontier Communications
1500 MacCorkle Ave
Charleston, WV 25396
Attn: R. Chad Stepp

SHIP TO

WV OFFICE OF TECHNOLOGY
 1900 KANAWHA BLVD., E.
 BUILDING 5, 10TH FLOOR
 CHARLESTON, WV

25304

304-558-5472

DATE PRINTED
01/29/2014

BID OPENING DATE: 02/27/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA OFFICE OF TECHNOLOGY IS SOLICITING BIDS TO ESTABLISH AN "OPEN-END" CONTRACT FOR SOFTWARE, HARDWARE, AND LICENSING FOR INTERNET PROTOCOL (IP) PAGING AND EMERGENCY NOTIFICATION SYSTEM, PER THE SPECIFICATIONS AND TERMS & CONDITIONS AS ATTACHED.						
0001	1	EA	803-56	PAGING GATEWAY PLUG IN	630	(x1) 630
0002	1	EA	803-56	PAGING GATEWAY HARDWARE APPLIANCE	534	(x19) 10,146
0003	1	EA	099-00-01-001	ENDPOINT LICENSING (50) LICENSE BUNDLE	1,740	(x20) 34,800

02/27/14 01:24:41PM
 West Virginia Purchasing Division

SIGNATURE	<i>RC Stepp</i> R C Stepp	TELEPHONE	304-410-5659	DATE	27 Feb 14
TITLE	Enterprise Account Excc.	FEIN	55-0142020	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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 Department of Administration
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
C004	1	EA		936-73	10	(x20) 200
(1) YEAR LICENSE MAINTENANCE (50) LICENSE BUNDLE						
***** THIS IS THE END OF RFQ I SCP0060 ***** TOTAL:						<u>45,776.00</u>

R C "Chad" Stepp
 Enterprises Account Executive



1500 MacCorkle Ave
 Charleston, WV 25396
 Mobile: (304) 410.5659
 randy.stepp@ftr.com
 www.Frontier.com

SIGNATURE	<i>RC Stepp</i>	TITLE	Enterprise Account Exec.	FEIN	55-0142020	TELEPHONE	304-410-5659	DATE	27 Feb 14
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ADDRESS CHANGES TO BE NOTED ABOVE

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

**Request for Quotation
ISCP0060
Internet Protocol (IP) Paging and Emergency Notification System
for Cisco Unified Communications Manager (CUCM) System**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology to establish an open-end contract for software, hardware, and licensing for Internet Protocol (IP) paging and emergency notification system for Cisco Unified Communications Manager (CUCM) System. This solution must integrate with the existing overhead paging systems and thus not require any additional rewiring. This solution will allow agencies to upgrade their phone systems while retaining their overhead paging capabilities

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as ISCP0060,

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Contract Item #1** – InformaCast Paging Gateway Plug-In, part number IPTA-PI-PG or equal. The Paging Gateway Hardware Appliance must allow audio broadcasts across a network that does not/cannot support multicast traffic.

 - 3.1.2 **Contract Item #2** – InformaCast Paging Gateway Hardware Appliance, part number IPTA-PG-APL or equal. The Paging Gateway Hardware Appliance must run the Paging Gateway application, which works in conjunction with the Paging Gateway Plug-In (3.1.1) to communicate and send audio broadcasts out across aforementioned network.

**Request for Quotation
ISCP0060
Internet Protocol (IP) Paging and Emergency Notification System
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- 3.1.3 Contract Item #3** – InformaCast Advanced Notification - Endpoint Licensing – 50 License Bundle, part number IPTA-IC50 or equal. This product will serve to license phone equipment at each client agency.
- 3.1.4 Contract Item #4** – 1 Year Maintenance - Per End Point License. 1 year maintenance is a requirement on all end point licenses proposed as part of this solution.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Page [Exhibit A] by filling in price for each item in the accompanying Excel spreadsheet. The extended price for each item will be automatically calculated. Vendor is to use Unit Price multiplied by Quantity equal Extended Price, which is calculated automatically for the vendor in the Excel spreadsheet. Vendor should complete the Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Guy.L.Nisbet@WV.Gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to

**Request for Quotation
ISCP0060
Internet Protocol (IP) Paging and Emergency Notification System
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the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

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

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

Request for Quotation
ISCP0060
Internet Protocol (IP) Paging and Emergency Notification System
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6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANEOUS:

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

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

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

7.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: R. Chad Stepp

Telephone Number: 304-410-5659

Fax Number: 304-342-6092

Email Address: chad.stepp@ftr.com

ISCP0060
Pricing Page
Exhibit "A"

Part Number	Description	Alternate Part Number	Alternate Part Name and Description	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
IPTA-PI-PG or equal	InformaCast Paging Gateway Plug-In or equal			each	630.00	1	630.00
IPTA-PG-APL or equal	Paging Gateway Hardware Appliance or equal			each	534.00	19	10,146.00
IPTA-IC50 or equal	InformaCast Advanced Notification - Endpoint Licensing - 50 License Bundle or equal			each	1,740.00	20	34,800.00
IPTA-M1Y-C or equal	1 Year Maintenance - Per End Point License - 50 License Tier or equal			each	10.00	20	200.00
						Total	#####

\$45,776.00

RC

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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Frontier Communications

Signed: 

Date: 27 Feb 14

Title: Enterprise Account Executive

RFQ No. ISCP0060

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Frontier Communications

Authorized Signature: [Signature] Date: 27 Feb 14

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27 day of Feb, 2014.

My Commission expires March 13, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Frontier Communications

(Company)

RC

(Authorized Signature)

RC Stepp, Enterprise Account Executive

(Representative Name, Title)

304-410-5659 304-342-6092

(Phone Number)

(Fax Number)

27 Feb/14

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0060

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|--------------------------|----------------|--------------------------|-----------------|
| <input type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

N/A

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Frontier Communications
Company

RC [Signature]

Authorized Signature

27 Feb 14

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.