

08/28/13 09:46:44 AM
West Virginia Purchasing Division



Response To:

State of West Virginia

SSL VPN Appliance RFQ# TAX14003

August 28, 2013 1:30 PM



Corporate Headquarters
ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171

Local Office
1116 Smith Street, Ste. 412
Charleston, WV 25301

SEALED BID

Buyer: Connie Oswald
Solicitation Number: TAX14003
Bid Opening Date: 8/28/2013
Bid Opening Time: 1:30 PM
Fax Number: 703-984-8600

Contact
Andrea Herman
Senior Account Executive
Phone: 304-550-4109
Email: aherman@eplus.com



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

Solicitation

NUMBER
TAX14003

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

ePlus Technology, inc.
 13595 Dulles Technology Drive
 Herndon, VA 20171

VENDOR

STATE TAX DIVISION
 INFORMATION TECHNOLOGY DIV
 1206 QUARRIER STREET
 2ND FLOOR
 CHARLESTON, WV
 25301-1725 304-558-8850

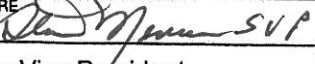
SHIP TO

DATE PRINTED
08/01/2013

BID OPENING DATE: 08/28/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA TAX DIVISION REQUEST A QUOTE TO PROVIDE THE ONE TIME PURCHASE OF A SSL VPN SOLUTION AND MULTI FACTOR AUTHENTICATION SOLUTION USING HARDWARE TOKENS PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS. BID OPENING: AUGUST 28, 2013 AT 1:30 PM						
0001	2	EA	920-45		\$850.00	\$1,700.00
				SSL VPN HARDWARE APPLIANCE		
0002	2	EA	920-45		\$496.36	\$992.72
				1 YEAR EXTENDED SERVICE AGREEMENT FOR VPN APPLIANCE		
0003	2	EA	920-45		\$3,907.91	\$7,815.82
				SSL VPN LICENSING FOR 100 CONCURRENT USERS WITH THE PHYSICAL DEVICES IN SEPARATE LOCATIONS.		

SIGNATURE 	Steve Mencarini	TELEPHONE 703-984-8400	DATE 8/27/2013
TITLE Senior Vice President	FEIN 54-1904151	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

NUMBER
TAX14003

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD
804-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE
 ePlus Technology, inc.
 13595 Dulles Technology Drive
 Herndon, VA 20171

VENDOR

STATE TAX DIVISION
 INFORMATION TECHNOLOGY DIV
 1206 QUARRIER STREET
 2ND FLOOR
 CHARLESTON, WV
 25301-1725 304-558-8850

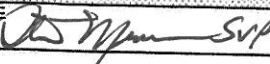
SHIP TO

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BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	2	EA		920-45	\$2,575.03	\$5,150.06
HARDWARE APPLIANCES FOR MULTI-FACTOR AUTHENTICATION USING HARDWARE TOKENS						
0005	90	EA		920-45	\$73.08	\$6,577.20
APPLICATION BASE SOFTWARE LICENSING						
0006	90	EA		920-45	\$73.94	\$6,654.69
HARDWARE TOKENS WITH 5 YEAR PROGRAMMABLE LIFESPAN						
0007	90	EA		920-45	Included	Included
HARDWARE TOKENS LICENSING FOR 5 YEARS						
0008	90	EA		920-45	\$17.46	\$1,571.40
1 YEAR TECHNICAL SUPPORT/PHONE CONSULTING						

SIGNATURE 	Steve Mencarini	TELEPHONE 703-984-8400	DATE 8/27/2013
TITLE Senior Vice President	FEIN 54-1904151	ADDRESS CHANGES TO BE NOTED ABOVE	

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 Department of Administration
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 Post Office Box 50130
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Solicitation

NUMBER
TAX14003

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

ePlus Technology, inc.
 13595 Dulles Technology Drive
 Herndon, VA 20171

SHIP TO

STATE TAX DIVISION
 INFORMATION TECHNOLOGY DIV
 1206 QUARRIER STREET
 2ND FLOOR
 CHARLESTON, WV
 25301-1725 304-558-8850

DATE PRINTED
08/01/2013

BID OPENING DATE: 08/28/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	1	EA		920-45	\$19,312.40	\$19,312.40
INSTALLATION AND CONFIGURATION OF BOTH SOLUTIONS						
***** THIS IS THE END OF RFQ TAX14003 ***** TOTAL:						\$49,774.29

SIGNATURE	Steve Mencarini	TELEPHONE 703-984-8400	DATE 8/27/2013
TITLE Senior Vice President	FEIN 54-1904151	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 14, 2013

Submit Questions to: Connie Oswald
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: 304-558-3970
 Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 28, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____
and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: _____ or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

FIPS 140-2 Validation Certificate

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
TAX14003 – SSL VPN Licensing & Tokens

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Tax Department for a one time purchase of a SSL VPN solution and Multi-Factor Authentication solution using hardware tokens. The agency has approximately 90 total users. These solutions are needed to pass IRS audits, therefore both solutions are to be FIPS 140-2 compliant. Both solutions shall allow for redundancy, either in an active/passive or active/active state. The physical locations of the hardware appliances shall be the primary in the Capitol and secondary will be in the Office of Technology's Disaster Recovery building in Flatwoods, WV.

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(s)"** means SSL VPN Appliance, 1 year extended service agreement for VPN Appliance, SSL VPN Licensing for 100 Concurrent Users, 2 Hardware Appliances for Multi Factor Authentication using hardware tokens, 90 hardware tokens, 90 hardware token licensing, 90 – 1 year technical support/phone consulting.
 - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as TAX14003.
 - 2.4 **"FIPS"** stands for Federal Information Processing Standard. A U.S. government standard for specific security requirements for cryptographic modules.
 - 2.5 **"MAC"** stands for Media Access Control.
 - 2.6 **"MFA"** stands for Multi-Factor Authentication.
 - 2.7 **"OTP"** stands for One Time Password.
 - 2.8 **"SSL"** stands for Secure Sockets Layer.
 - 2.9 **"VPN"** stands for Virtual Private Network.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract items must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Vendor must provide standard manufacturer warranty on all equipment listed on the pricing page.
 - 3.1.2 The VPN Solution and MFA Authenticators must be FIPS 140-2 compliant.
 - 3.1.3 The VPN Solution and MFA Authentication Solution must be compatible with the Multi-Factor solution as well as Windows 7 and 8.

REQUEST FOR QUOTATION
TAX14003 – SSL VPN Licensing & Tokens

- 3.1.4 The VPN software must produce audit records that contain sufficient information to establish what events occur, the sources of the events, and the outcomes of the events.
- 3.1.5 The VPN solution's software must be capable of logging security-relevant events, such as all successful login and logoff attempts, all unsuccessful login attempts, and the audit trail be protected from unauthorized access, use, deletion, or modification. After a set number of failed log in attempts, the user account must be locked out.
- 3.1.6 The VPN solution must provide a mechanism to ensure duplicate user account names are not created, e.g., using operating systems functions to manage user accounts.
- 3.1.7 The VPN solution must provide the capability of limiting the number of concurrent VPN Sessions that can be opened by a single user to one.
- 3.1.8 The VPN solution must be compatible with Internet Explorer and Google Chrome.
- 3.1.9 The VPN solution must be able to tie down a device by either the MAC address or the hard drive's serial number.
- 3.1.10 The VPN solution must be capable of encrypting passwords before they are transmitted during authentication with FIPS 140-2 encryption.
- 3.1.11 The VPN solution must have configurable session lengths, after which a user session is terminated due to inactivity.
- 3.1.12 The VPN solution must be able of denying access to all personal devices; only state issued devices shall be permitted to use VPN.
- 3.1.13 The hardware tokens for MFA must be in a key fob or credit card/business card sized form factor.
- 3.1.14 Vendor shall quote 5 years of licensing costs for the MFA tokens.
- 3.1.15 Vendor is to quote any additional items on the Pricing Page that the VPN Solution and MFA Solution need to operate as intended.
- 3.1.16 Vendor must provide a copy of the FIPS 140-2 Validation Certificate for the solutions bid.
- 3.1.17 Vendor must bid hardware for the SSL VPN that will be supported for at least six years from the bid's closing date.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the 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.

REQUEST FOR QUOTATION
TAX14003 – SSL VPN Licensing & Tokens

4.2 Pricing Page: Vendor should complete the Pricing Page by submitting their unit & extended price on the “Cost Sheet” provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items within 30 days after being awarded this Contract and receiving a purchase order. Contract Items must be delivered to WV Tax Department, IT Division at 1206 Quarrier Street, Suite 200, Charleston, WV 25301.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency’s location.

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.

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

REQUEST FOR QUOTATION
TAX14003 – SSL VPN Licensing & Tokens

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.

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: ePlus Technology, inc. _____

Signed: _____

Signed:  _____

Title: _____

Title: Steve Mencarini, Senior Vice President _____

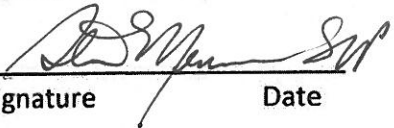
Date: _____

Date: 8/27/2013 _____

Attachment
PO# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed



Signature Date

Steve Mencarini, Senior Vice President

Title

ePlus Technology, inc.

Company Name

Signature Date

Title

Agency/Division

TAX14003

COST SHEET				
Qty	Product Number	Description	Unit Price	Extended Price
2		SSL VPN Hardware Appliance	\$850.00	\$1,700.00
2		1 Year Extended Service Agreement for VPN Appliance	\$496.36	\$992.72
2		SSL VPN Licensing for 100 Concurrent Users with the Physical Devices in Separate Locations	\$3,907.91	\$7,815.82
2		Hardware Appliances for Multi Factor Authentication using hardware tokens	\$2,575.03	\$5,150.06
90		Application Base Software Licensing	\$73.08	\$6,577.20
90		Hardware Tokens with 5 year Programmable Lifespan	\$73.94	\$6,654.69
90		Hardware Token Licensing for 5 Years	Included	Included
90		1 Year Technical Support/Phone Consulting	\$17.46	\$1,571.40
	Misc. items	List additional items needed for the solutions to coexist and meet all specs		
	Additional items			
	Additional items			
	Additional items			
1		Installation and Configuration of both solutions	\$19,312.40	\$19,312.40
			Subtotal	\$49,774.29
			Shipping	
			Total	\$49,774.29

***** Please sign and complete ALL of the information below. *****

Vendor's Name	ePlus Technology, inc.
Vendor's Address	13595 Dulles Technology Drive, Herndon, VA 20171
Authorized signature for Vendor	
Authorized printed name for Vendor	Steve Mencarini, Senior Vice President
Vendor's Phone/Fax #	703-984-8400 / 703-984-8600
Vendor's Email address:	info@eplus.com

***** Lowest cost vendor meeting specifications will be awarded the contract. *****



Bill To	Ship To	Quotation	Page 1 of 1
STATE OF WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 1	STATE OF WEST VIRGINIA DEPT OF TAX AND REVENUE	Quotation #:	21542820
CHARLESTON WV 25305		Quotation Date:	08/26/13
GALE GIVEN		Expiration Date:	09/25/13
		Client Reference:	
		Account Rep:	Andrea Herman

Qty	Part Number	MFG Name	Description	Unit Price	Extended Price
2	RSA-0010500	RSA SECURITY	SECID APPL 130 HW INCL ADV HW REPL FOR 1-3YR *NO RTNS*	2,575.03	5,150.06
90	APP0000100B	RSA SECURITY	SECURID APPL BASE SOFTWARE LICs PER U F/ QTY 30-100 *NO RTNS*	73.08	6,577.20
90	APP0000100BE12	RSA SECURITY	12MO MNT SECRCRE EXT F/ SECURID APL BSE ED F/PER U F/30-100 NO RTNS	17.46	1,571.40
9	SID700-6-60-60-10	RSA SECURITY	10PK 5YR SECURID AUTHENTICATOR SID700 *NO RETURNS*	739.41	6,654.69
1	INSTALLATION	EPLUS	INSTALLATION AND CONFIGURATION SOW 913-112	19,312.40	19,312.40
2	MAG2600	JUNIPER	JUNOS PULSE GATEWAY 2600 BASE SYSTEM	850.00	1,700.00
2	ACCESSX600-ADD-50U	JUNIPER	ADD 50U SIMULTANEOUS TO JUNOS PULSE GATEWAY X600 SERIES APPL	3,907.91	7,815.82
2	SVC-ND-MAG2600-L	JUNIPER	EU NBD J-CARE SUP FOR MAG2600 UP TO 11-50U	496.36	992.72

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at <http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx> (the "Order Terms"). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

Thank you for your inquiry. Please note the following about this quotation: It will expire on the date stated above. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

Customer Acceptance Signature: _____ Date: _____ Name: _____ PO #: _____ Title: _____ Ship VIA: _____	To Place An Order , Please Contact: Sales: Melissa Dawson Phone: 610-495-1245 Fax: 610-495-1208 email: MDawson@EPLUS.com Address: 130 Futura Drive - Pottstown, PA 19464	SubTotal: \$49,774.29
		Tax: TBD if Applicable Freight: TBD
This quotation is confidential for your internal use only. This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received and accepted by our office. If you accept this quotation with the intent to have your chosen leasing company to pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.		Total: \$49,774.29



ePlus Technology, inc.
1116 Smith Street, Suite 412, Charleston, WV 25301

WEST VIRGINIA SERVICE AGREEMENT

for

Department of Tax and Revenue
an
Agency of the
State of West Virginia

SOW# 913-112

Contact Name	Stephanie Ticheonor
Address	Taxpayers Service Division PO Box 3784, Charleston, WV 25337
Phone	304-668-8860
E-Mail	stephanie.tincheonor@wv.gov
Date	August 26, 2013

This West Virginia Service Agreement (“Agreement”) is made this 26th day of August (“Effective Date”), by and between the Department of Tax and Revenue, an agency of the State of West Virginia, with its principal office located at Taxpayers Service Division PO Box 3784, Charleston, WV 25337 (hereinafter referred to as “Customer”) and ePlus Technology, inc., a corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 (hereinafter referred to as “ePlus”). ePlus and Customer may also be referred individually as “Party” or collectively as “Parties.” This Agreement incorporates a State of West Virginia Agreement Addendum, WV-96, Revised 9/11, as if set forth in full and attached hereto.

1.0 Agreement and Definitions

Customer agrees to retain ePlus to perform the management, professional, and/or technical consulting services for Customer, on a task-by-task basis or as otherwise specified in separate SOWs, incorporated herein by reference and made part of this Agreement (the "Services"), and ePlus agrees to perform the following Services on the terms and subject to the conditions and assumptions set forth in this Agreement.

1.1 Definitions:

"Customer Site(s)" or "Site(s)" - the physical site(s) designated by Customer (other than ePlus sites) where the services may be performed.

"Installation" - the physical activity required to place a Product into a Customer Site.

"Milestone" - a specific goal, objective or event pertaining to services described under the terms of a SOW.

"Normal Business Hours" or "NBH" - the hours of Monday through Friday 8:00am to 5:00pm local time, excluding any Federal and ePlus observed holidays. A list of ePlus observed holidays will be provided upon request. ePlus will charge 1.5 times the normal hourly rate for hours outside of Normal Business Hours. An eight (8) hour daily minimum applies.

"Product(s)" - third-party hardware and/or software in connection with which Services are being provided herein.

"Project Manager" - an individual whose role is to serve as the primary point of contact to facilitate project management. A project manager will be designated by each the Customer and ePlus, prior to Services commencing.

- 1.2 **Deliverables:** The Parties acknowledge that ePlus personnel will be providing services only and that no deliverables will be provided hereunder. In particular, Customer agrees that, notwithstanding anything to the contrary set forth herein: (i) ePlus shall have the right to retain a copy of any work product of its personnel for its records; (ii) as part of ePlus' provision of the Services hereunder, ePlus may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Customer, including without limitation computer programs, methodologies, templates flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by ePlus, a parent or affiliated company of ePlus, or by third parties under contract to ePlus or to a parent or affiliated company of ePlus (all of the foregoing, collectively, "ePlus Information"); and (iii) ePlus Information and ePlus' administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of ePlus. Notwithstanding anything contained herein to the contrary, Customer shall not have or obtain any rights in such proprietary products, materials and methodologies of ePlus or any third parties.

2.0 Customer Responsibilities

- 2.1 During the course of this project, the ePlus resource(s) will require the support of Customer staff and computing resources in order to complete the effort. If the required Customer resources cannot be made available, the scope of the work, the work schedule, or both may be affected. ePlus, in performing the Services, will be making recommendations and providing advice, but all decisions as to implementing such advice and recommendations shall be made by and shall be the sole responsibility of the Customer and ePlus shall be entitled to rely on all such decisions of Customer. Customer shall be solely responsible for complying with licensure requirements and import and export control laws and regulatory requirements with respect to import and export of (i) its technology or technology licensed to Customer by third parties, and (ii) any services or deliverables rendered by ePlus in a different jurisdiction for the benefit of the Customer. In connection with the Services performed by ePlus, Customer agrees to the following requirements:

2.1.1 Site readiness, including electrical power outlet(s) to support the requirements of the installed and anticipated network equipment, prior to Services commencement.

2.1.2 For any hardware or software procured directly by Customer, Customer agrees to provide such hardware, software, support documentation, and instructions when required. Customer will provide ePlus with the current network infrastructure and all equipment used in relation to the Services, including, without limitation: (i) all third parties who may access Customers network to the extent the network contains personal information; (ii) all network connections including remote access services

and wireless connectivity; (iii) all access control devices (for example, firewall, packet filters, intrusion detection and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection. When distribution of security-related materials or confidential information is necessary, safeguards for the protection of confidential information shall be that are no less rigorous than accepted industry practices and in accordance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. Backups should be performed by Customer prior to work starting. All data including passwords are the responsibility of the Customer.

- 2.1.3 Arrange for acceptance of all Products, to the Customer's premises. Customer agrees to provide a secure and manufacturer specification compliant storage location for all equipment delivered to the premises until scheduled for installation by ePlus.
- 2.1.4 Provide contact personnel to escort ePlus personnel and provide Site access.

3.0 Period of Performance

3.1 The service timeline estimate for the planning and execution of Services will be defined in the SOW. If Services have not been scheduled at the execution of the SOW, a timeline should be developed mutually by both Parties and agreed to prior to the commencement of Services. The actual start date will depend on the following considerations:

- a) Scheduled availability of a qualified systems engineer.
- b) Receipt of equipment.
- c) Receipt of signed SOW from Customer prior to proposed start date.
- d) Receipt of Purchase Order form Customer.

3.2 Either party may terminate the SOW for any reason on thirty (30) days prior written notice to the other party. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Customer cancels any Services with less than two (2) weeks prior notice, Customer shall reimburse ePlus for any non-refundable expenses incurred in preparation for such cancelled Services. Termination of this Agreement does not relieve Customer's obligations to pay all fees that accrued before termination.

4.0 Place of Performance

Services will be performed at Customer's SOW specified Site(s).

5.0 Pricing and Payment Terms

- 5.1 Customer agrees to pay ePlus a fee as specified in the SOW (the "Fee"). Such fees include reasonable travel to and from the Site up to a maximum of fifty (50) miles and incidental expenses. Customer shall issue a Purchase Order adequate to cover the Fee prior to commencement of Services. Fees for such additional services related to but not defined in the SOW, such services will be performed at a rate set forth in a change order, as mutually executed by the Customer and ePlus.
- 5.2 Payment is due upon receipt of invoice. Customer acknowledges that ePlus may participate in and retain the benefit of incentive plans or other programs with, among others, its travel providers wherein ePlus may receive benefits, such as frequent flier miles, volume discounts, referrals or other consideration.

6.0 Acceptance of Milestones or Services

Upon ePlus' completion of a Milestone or Service performed, ePlus shall notify Customer by providing one of the following forms of acceptance:

- Signed work order or time sheet; or
- Milestone/Service Completion Certificate ("MCC"), substantially in the form of Appendix A.

Customer has five (5) working days from the completion of the work or milestone, as applicable, to accept the work performed as being complete. When an MCC is applicable, signing of the MCC, or Customer's failure to respond to the MCC within the designated five (5) working day period, signifies Customer's acceptance of the Milestone and that Services have been performed as described in the MCC and in accordance with the SOW. In order to refuse acceptance of the Services performed, Customer must provide ePlus with full details that show that Services do not conform to the SOW. ePlus shall address such non-conformance in a timely manner. ePlus shall compile an action plan to correct any deficiencies and the process for acceptance detailed herein shall be repeated until such time as all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

8.0 Disclaimers

- ePlus will not be liable for any failure to perform the Services, to the extent that the failure is caused by Customer's lack of cooperation.
- ePlus will not be held responsible for data loss. Backups should be performed by Customer prior to work starting. All data is the responsibility of the Customer.
- ePlus will not be held liable for software license compliance. Software license compliance is between the Customer and the Software Company.
- ePlus will not be held for additional work not listed. A change order must be written and approved by both ePlus and the Customer before additional work can be started.
- ePlus will not be held responsible for delays or failures to perform hereunder due to causes beyond its reasonable control (including, without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure, equipment or software malfunction, or labor disputes).
- Customer understands that ePlus shall bear no responsibility for the performance, repair or warranty of any of Customer's software or hardware products or any software, hardware product or service provided to Customer by a third party and/or vendor, and Customer shall look solely to the third party provider for all remedies and support with regard to such products or service. In addition, ePlus shall not be held responsible for delays or failures to perform related to the custom configured or specialized hardware or software or data conversion by the manufacturer and/or third parties.
- Certain services including, but not limited to maintenance, support, extended manufacturer warranty service, software as a service, and other services that may be provided under a manufacturer's stock keeping unit identified in a purchase order (Third Party Services") may be sold by Seller as a reseller outside of this Agreement without a statement of work. For such Third Party Services, the third party service provider shall be solely responsible for providing the services to the Buyer, and Buyer will look exclusively to such third party for any loss, claims, liability or damages arising from or related to the provision of such Third Party Services. Buyer hereby releases Seller and each of its affiliates from any and all claims arising from or relating to the purchase, sale or performance of any such Third Parties Services.

9.0 Warranty

ePlus warrants that for a period of thirty (30) days after completion and delivery to the Customer (the "Warranty Period"), any computer program (and associated documentation) developed by ePlus specifically for Customer hereunder shall conform to the specifications applicable thereto in all material respects. In the event Customer notifies ePlus in writing of a breach of the foregoing warranty during the Warranty Period, ePlus shall promptly use reasonable efforts to remedy such breach at no additional expense to Customer. In the event that ePlus, after using reasonable efforts, is unable to remedy such breach, ePlus' sole liability to Customer in connection with such breach shall be to refund the amount paid by Customer for such computer program. Notwithstanding the foregoing, ePlus shall have no

obligation or liability to Customer under this warranty to the extent that a nonconformity results from: (i) Customer's use of such computer program in a manner inconsistent with the documentation therefor; (ii) alterations or modifications made to such computer program by Customer without the written approval of ePlus; (iii) defects in any third party computer program, including the failure of any such program to operate in strict accordance with specifications; (iv) malfunctions of Customer computer hardware or system environment occurring through no fault of ePlus; (v) Customer's failure to use corrections or enhancements made available by ePlus; or (vi) information, materials or specifications provided by or on behalf of Customer; in each case, whether or not with ePlus' consent. Notwithstanding anything in this Agreement, Customer understands that ePlus shall bear no responsibility for the performance, repair or warranty of any of Customer's software or hardware products or any software, hardware product or service provided to Customer by a third party, and Customer shall look solely to the third party provider for all remedies and support with regard to such products or service. EPLUS DOES NOT WARRANT THAT ANY OF THE COMPUTER PROGRAM(S), CONTENT OR INFORMATION PROVIDED BY EPLUS WILL MEET CUSTOMER'S PARTICULAR PURPOSE OR REQUIREMENTS, NOR THAT THE OPERATION OF ANY SUCH COMPUTER PROGRAM WILL BE UNINTERRUPTED AND/OR ERROR-FREE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), TITLE, NON-INFRINGEMENT OR OTHERWISE, EITHER EXPRESS OR IMPLIED.

10.0 Limitation of Liability

IN NO EVENT WILL EPLUS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSSES OR DAMAGES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR FOR LOST PROFITS OF ANY KIND, REGARDLESS OF THE FORSEEABILITY THEREOF AND REGARDLESS OF THE CAUSE OF ACTION UNDER ANY LEGAL OR EQUITABLE THEORY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, REGARDLESS OF THE FORSEEABILITY THEREOF AND REGARDLESS OF THE CAUSE OF ACTION UNDER ANY LEGAL OR EQUITABLE THEORY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY CLAIMS BY A THIRD PARTY.

11.0 Other Terms and Conditions

11.1 Non-Disclosure: Subject to the West Virginia Freedom of Information Act, as used herein "Confidential Information" means the terms and provisions of this Agreement and any related documents delivered hereunder, together with all data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this Agreement. The parties agree to protect each other's Confidential Information from unauthorized disclosure to any third party and to disclose the Confidential Information only as required in the performance of this Agreement and/or Purchase Orders, or as may be required by law or otherwise. ePlus may have agreements with some software, hardware, and other vendors. ePlus, its parent, or any affiliates may receive discounts, commissions, rebates, or other consideration from vendors (the "Benefits") and ePlus may disclose to vendors such information about Customer's needs as appropriate to secure the Benefits. Confidential Information must be in writing or other tangible form, marked with an appropriate legend. If not in written or tangible form, it must be identified as confidential at the time of disclosure and summarized and delivered to the other party within a reasonable time following disclosure, or must be of a character or nature that a reasonable person under like circumstances would treat as confidential. Confidential Information does not include information that: (i) is or becomes publicly available other than through a breach of this Agreement; or (ii) was in the possession of the receiving Party at the time of disclosure or later becomes available from a third party without obligation of confidentiality; or (iii) is lawfully received by the receiving Party from a third party without breach of this Agreement, provided that the receiving Party is not obligated under separate agreement to hold such information in confidence; or (iv) is independently developed by or for the receiving party without access to confidential information, as evidenced by its records; or (v) the receiving party has received written permission from the other party to disclose; or (vi) the receiving party is required to disclose pursuant to a valid order of court or other governmental body thereof; provided, however, that the recipient of the information shall first give notice to the disclosing Party and make a reasonable effort to obtain a protective order requiring that the information and/or documents so disclosed will be used for the purposes for which the order was issued. Each party hereby agrees that all Confidential

Information or proprietary rights referred to above shall remain the exclusive property of the disclosing party and shall be returned to the disclosing party promptly upon request. Each party acknowledges and agrees that it would be difficult to fully compensate the other party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that the non-breaching party will be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish the parties' rights to claim and recover damages. The provisions of this Section 11.2 shall remain in effect for a period of three (3) years after the expiration or termination of this Agreement for any reason. Customer shall give adequate notification, as allowed per the West Virginia Freedom of Information Act, prior to release of ePlus Confidential Information and/or proprietary information in order that ePlus may redact or take other measures as allowed to restrict distribution of such Confidential Information and/or proprietary information.

- 11.2 **Non-Solicitation:** Both Customer and ePlus acknowledge that each has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, during the performance of this Agreement and for a period of eighteen (18) months following the completion of work to be performed hereunder, neither ePlus nor Customer shall solicit for hire or hire employees of the other Party. Should such a hiring of an ePlus or Customer employee take place, the non-hiring party will be entitled to damages and/or compensation directly from the hiring party in the amount of twenty (20) percent of the employee's total annual compensation.
- 11.3 **Attorneys' Fees.** In the event it is necessary for ePlus to bring legal action due to Customer's non-payment, ePlus shall be entitled to recover all costs of such action, including reasonable attorneys' fees.
- 11.4 **Jury Trial Waiver.** The parties hereto waive, and to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.
- 11.5 **Integration; Order of Precedence:** This Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this Agreement and any SOW, the provisions of this Agreement shall control, except to the extent the provisions in a SOW expressly provide otherwise. This Agreement may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either party in connection this Agreement, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This Agreement shall be enforceable in accordance with its terms when signed by each of the parties hereto.
- 11.6 **Severability:** The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.
- 11.7 **Subcontracting:** The relationship created hereunder between the parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the parties with respect to the subject matter of this Agreement. ePlus retains the right to subcontract any Service described herein to subcontractor(s) of ePlus' choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of ePlus.
- 11.8 **Term of Agreement:** This Agreement shall commence on its Effective Date and shall, unless terminated in accordance with the provisions herein, continue for a period of twelve (12) months. This Agreement shall automatically renew, unless a Party provides written notice to the other of its intention to terminate in accordance with the provisions above. The termination of any SOW in accordance with the terms therein shall not modify the Term of this Agreement or the term of any other SOW.
- 11.9 **Survival of Terms:** The provisions of Sections 3.2, 5.0, 9.0, 10.0, and 11.0 shall survive the expiration or termination of this Agreement and/or SOW(s) for any reason.

12.0 Agreement Acceptance

This Agreement consists of this document and the following documents which are incorporated into this Agreement by this reference:

- Appendix A – Milestone/Service Completion Certificate
- Appendix B – Sample SOW
- Appendix C - Sample SOW Change Request/Order

This Agreement is acceptable. Each party hereby acknowledges and confirms that it has read this Agreement and accepts and approves the terms and conditions.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be executed.

ePlus Technology, inc.		Department of Tax and Revenue, an Agency of the State of West Virginia	
Authorized Signature		Authorized Signature	
Printed Name		Printed Name	
Title		Title	
Date		Date	

Appendix A: Time and Materials Invoice and/or Milestone/Service Completion Certificate

Pursuant to the Agreement between the Parties, and a Statement of Work #913-1112 pursuant thereof, Customer hereby certifies, by the signature of an authorized representative, that the Statement of Work Milestone/Service described below has been completed in a satisfactory manner on the date indicated below and in accordance with the terms of the SOW:

Milestone / Service	Date

Customer Purchase Order Number	
ePlus Sales Order Number	
SOW / Project ID Number	
Dollar Amount of Services Completed	
Dollar Amount of T&E	
Project Complete (Yes/No)	

Submitted by: ePlus Technology, inc.		Acknowledged and Agreed: Department of Tax and Revenue, an Agency of the State of West Virginia	
Authorized Signature		Authorized Signature	
Printed Name		Printed Name	
Title		Title	
Date		Date	

Appendix B: Statement of Work

ePlus Technology, inc.

STATEMENT OF WORK

This Statement of Work ("SOW") is made this 26th day of August, 2013 ("Effective Date") pursuant to the WEST VIRGINIA SERVICE AGREEMENT dated August 26, 2013, (the "Agreement") by and between the Agency of the State of West Virginia Department of Tax and Revenue ("Customer") and ePlus Technology, inc. ("ePlus") (or also referred to individually as "party" or collectively as "parties"). The sole authority to commence any Services hereunder by ePlus or to obligate payment by Customer shall be this written SOW executed by both parties hereto. ePlus reserves the right to accept or reject any purchase order, as necessary.

1.0 Scope of SOW

1.1 This SOW contains specific requirements related to the Customer's procurement of the Services which are as follows:

OVERVIEW:

The State of WV-Department of Tax & Revenue desires a FIPS compliant VPN solution with two factor authentication at two (2) locations in the state of WV.

For the VPN hardware, ePlus shall implement a solution providing SSL VPN access to the State of West Virginia's network. The proposed solution is designed with the Juniper MAG2600 security device. The connectivity and replication of the devices will be configured in an Active-Active mode with PUSH Config.

The State of WV will be purchasing two Juniper MAG2600 security appliances. The appliances will be preconfigured in ePlus Security's lab and sent onsite for installation. Remote Webex access will be utilized for tuning and adjusting the configuration for the domain. This SOW shall define the scope of the project's Services and any Deliverables. For the two factor authentication, The proposed solution is based on the installation of RSA Secure ID authentication appliances and tokens for client access. The authentication system will be configured in high availability mode with a primary and backup appliance, and will be tied to the internal Active Directory infrastructure to provide access to network resources.

The State of WV will be purchasing two (2) RSA SecureID 130 appliances and 90 SecureID hard tokens. The appliances will be preconfigured in ePlus Security's lab and sent onsite for installation. Remote Webex access will be utilized for tuning and adjusting the configuration for the domain. This SOW shall define the scope of the project's Services and any Deliverables. The detailed specifications for this project are as described below:

Scope of Work:

During the Plan Phase the ePlus Technology Account Manager, Project Manager and Lead Engineer will hold a formal kick-off meeting with the Customer. During the kick-off meeting the following objectives are met: 1) introduction of the project team and review roles and responsibilities for both ePlus and Customer personnel; 2) verification of the project objectives and scope of work; 3) review of ePlus' project management methodology and technical approach; 4) review project deliverables and key milestones; 5) review the project schedule and overall timelines; 6) review project acceptance criteria and change management procedures; and 7) create the project communications plan including schedule and frequency for project status meetings and progress reports.

Major milestones of this phase include an internal PMO kick-off meeting, formal customer project kick-off meeting, site visit(s) and survey(s) as needed, validation of the Bill of Materials and validation of the technical solution.

The major tasks that will be performed during the Planning Phase of this project are as follows:

- Prepare for internal kickoff meeting
- Conduct/attend internal kickoff meeting
- Prepare for Customer kickoff meeting
- Conduct Customer kickoff meeting
- Review network infrastructure for Juniper MAG2600 deployment
- Gather physical and logical requirements for Juniper MAG2600 deployment
- Gather business requirements for Juniper MAG2600 deployment
 - Review of current environment to ensure all services are migrated
 - Address any new services that may be required.

- Review network infrastructure for RSA Secure ID deployment
- Gather physical and logical requirements for RSA Secure ID deployment
- Gather business requirements for RSA Secure ID deployment
- Conduct/attend planning phase status meetings
- Planning phase project management

Implementation Phase

This phase involves implementing the solution as defined in the Planning Phase. The final design is reviewed one last time with the Customer and agreed upon. During this meeting, a final overview of the deployment plan is conducted. Customer responsibilities are verified and final site readiness is confirmed prior to the start of installation.

Underlying network operations are initiated and configured (such as address book, ports, NAT etc.).

Major milestones of this phase include the deployment schedule review, equipment installation and configuration.

The major tasks for the VPN Hardware that will be performed during the Implementation Phase of this project are as follows:

- Configure two (2) Juniper MAG2600 remotely in ePlus' Security staging lab
 - Update firmware if needed
 - Configure IP addresses on interfaces
 - Assist the Customer with installation of licensing
 - Configure network settings
- Package and ship the appliances to the Customer's data center location
- Mount and connect the appliances to the network infrastructure
- Webex sessions will be used to review and finalize the configuration
- Configure client VPN address book (users)
- Configure Management access
- Test two (2) address book users and verify proper authentication
- Generate As-Built Documentation

The major tasks for the two factor authentication that will be performed during the Implementation Phase of this project are as follows:

- Configure two (2) RSA Secure ID 130 appliances remotely in ePlus' Security staging lab
 - Update firmware if needed
 - Configure IP addresses on interfaces
 - Install licensing
 - Configure network settings
- Package and ship the appliances to the client's data center location
- Mount and connect the appliances to the network infrastructure
- Webex sessions will be used to review and finalize the configuration
- Configure Active Directory authentication
- Configure Management access
- Install and activate two (2) hardware tokens and verify proper authentication
- Generate As-Built Documentation

Closeout Phase

This final phase involves closing out the project. During this phase a project close out meeting is held with the customer. During this meeting the following objectives are met: 1.) ePlus Technology delivers the final data deliverables package to the customer reflecting the as-built system and containing the final versions of all documentation generated during execution of the project; 2.) Operational transition procedures and a review of the post-installation support and maintenance procedures is reviewed with the customer; 3.) Formal customer acceptance and sign off on the completed statement of work is requested.

2.0 Period of Performance

The estimated project timeline for the planning and execution of Services is beginning within thirty (30) days from the SOW Effective Date for a duration of not more than six months after start.

3.0 Place of Performance

Unless otherwise specified elsewhere in this SOW, all on-site Services will be performed at Customer's Site(s) located in Charleston WV, 25313.

4.0 Price

Under this SOW, Customer agrees to pay ePlus a fee of Nineteen Thousand, three hundred twelve dollars and forty cents for Services, (\$19,312.40) (the "Services Fee").

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be executed.

ePlus Technology, inc.		State of West Virginia Department of Tax and Revenue	
Authorized Signature		Authorized Signature	
Printed Name		Printed Name	
Title		Title	
Date		Date	

Appendix C: SOW Change Request/Order

In reference to Statement of Work ("SOW") SOW # 913-112 between ePlus Technology, inc. and State of West Virginia Department of Tax and Revenue ("Customer"), both parties hereby certify, by the signature of an authorized representative, that this Change Order will amend and be fully incorporated into the existing SOW.

Change Request/Order Number	
Reason for Change Request/Order	
Changes to SOW	
Schedule Impact	

SOW/Change Request	Services	Travel & Expenses	Total
Original Value of SOW	\$	\$	\$
Value of Change Request No. ____	\$	\$	\$
New Value of SOW	\$	\$	\$

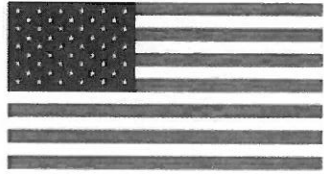
Purchase Order Issuance (if applicable): Customer shall issue a written Purchase Order to ePlus, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total amount of \$_____.

Except as changed herein, all terms and conditions of the SOW # 913-112 remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this Change Order to be fully executed.

ePlus Technology, inc.		Department of Tax and Revenue, an Agency of the State of West Virginia	
Authorized Signature		Authorized Signature	
Printed Name		Printed Name	
Title		Title	
Date		Date	
		Purchase Order #	

FIPS 140-2 Validation Certificate



The National Institute of Standards
and Technology of the United States
of America



The Communications Security
Establishment of the Government
of Canada

Certificate No. 736

The National Institute of Standards and Technology, as the United States FIPS 140-2 Cryptographic Module Validation Authority; and the Communications Security Establishment, as the Canadian FIPS 140-2 Cryptographic Module Validation Authority; hereby validate the FIPS 140-2 testing results of the Cryptographic Module identified as:

JUNOS-FIPS-L2 Cryptographic Module by Juniper Networks, Inc.

in accordance with the Derived Test Requirements for FIPS 140-2, Security Requirements for Cryptographic Modules. FIPS 140-2 specifies the security requirements that are to be satisfied by a cryptographic module utilized within a security system protecting *Sensitive Information* (United States) or *Protected Information* (Canada) within computer and telecommunications systems (including voice systems).

Products which use the above identified cryptographic module may be labeled as complying with the requirements of FIPS 140-2 so long as the product, throughout its life cycle, continues to use the validated version of the cryptographic module as specified in this certificate. The validation report contains additional details concerning test results. No reliability test has been performed and no warranty of the products by both agencies is either expressed or implied.

This certificate includes details on the scope of conformance and validation authority signatures on the reverse.

FIPS 140-2 provides four increasing, qualitative levels of security: Level 1, Level 2, Level 3, and Level 4. These levels are intended to cover the wide range and potential applications and environments in which cryptographic modules may be employed. The security requirements cover eleven areas related to the secure design and implementation of a cryptographic module. The scope of conformance achieved by the cryptographic modules as tested in the product identified as:

JUNOS-FIPS-L2 Cryptographic Module by Juniper Networks, Inc.
(Chassis Model Numbers nnnn (T640, T320, M320 and M40e); Hardware P/Ns [nnnnBASE Rev A, RE-600 (RE3) Rev A, DOC-FIPS-140-2-L2-KIT Rev A] and [nnnnBASE Rev A, RE-1600 (RE4) Rev A, DOC-FIPS-140-2-L2-KIT Rev A]; Firmware Versions 7.2R1.7 and 7.4R1.7; Hardware)

and tested by the Cryptographic Module Testing accredited laboratory: InfoGard Laboratories, Inc., NVLAP Lab Code 100432-0
CRYPTIK Version 6.0

is as follows:

<i>Cryptographic Module Specification:</i>	Level 2	<i>Cryptographic Module Ports and Interfaces:</i>	Level 2
<i>Roles, Services, and Authentication:</i>	Level 2	<i>Finite State Model:</i>	Level 2
<i>Physical Security:</i> (Multi-Chip Standalone)	Level 2	<i>Cryptographic Key Management:</i>	Level 2
<i>EMI/EMC:</i>	Level 2	<i>Self-Tests:</i>	Level 2
<i>Design Assurance:</i>	Level 3	<i>Mitigation of Other Attacks:</i>	Level N/A
<i>Operational Environment:</i>	Level N/A	<i>tested in the following configuration(s):</i>	N/A

The following FIPS approved Cryptographic Algorithms are used: AES (Certs. #259 and #260); DES (transitional phase only - valid until May 19, 2007; Certs. #316, #317, #318 and #319); HMAC (Certs. #70, #71, #72, #73 and #79); DSA (Cert. #137); RNG (Cert. #93); RSA (Cert. #69); SHS (Certs. #336, #337, #338, #339 and #340); Triple-DES (Certs. #341, #342, #343 and #344)

The cryptographic module also contains the following non-FIPS approved algorithms: MD5; Diffie-Hellman (key agreement; key establishment methodology provides 80 bits of encryption strength); RSA (key wrapping; key establishment methodology provides 80 bits of encryption strength)

Overall Level Achieved: 2

Signed on behalf of the Government of the United States

Signature: William C. Barker

Dated: February 8, 2007

Chief, Computer Security Division
National Institute of Standards and Technology

Signed on behalf of the Government of Canada

Signature: Kathy Thompson

Dated: February 6, 2007

Director, Industry Program Group
Communications Security Establishment

Rev. 07/12

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: ePlus Technology, inc.Signed: Date: 8/27/2013Title: Steve Mencarini, Senior Vice President

RFQ No. TAX14003

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.

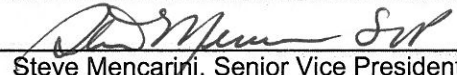
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: ePlus Technology, inc.

Authorized Signature:  Date: 8/27/2013
Steve Mencarini, Senior Vice President

Commonwealth
State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 27 day of August, 2013.

My Commission expires April 30, 2017.

NOTARY PUBLIC 

Purchasing Affidavit (Revised 07/01/2012)



Commission No. 309153
My Commission Expires April 30, 2017

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.

ePlus Technology, inc.

(Company)



(Authorized Signature)

Steve Mencarini, Senior Vice President

(Representative Name, Title)

703-984-8400

703-984-8600

(Phone Number)

(Fax Number)

8/27/2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX14003

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)

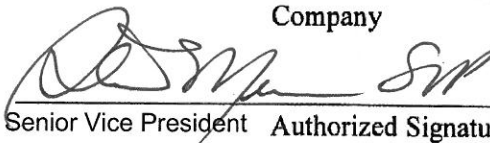
- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/>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

No Addenda Received.

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.

ePlus Technology, inc.

Company



Steve Mencarini, Senior Vice President Authorized Signature

8/27/2013

Date

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