

e+

Response To:

**State of West Virginia**

SSL/VPN Solution TAX14006

October 10, 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

**Contact**  
Andrea Herman  
Senior Account Executive  
Phone: 304-550-4109  
Email: [aherman@eplus.com](mailto:aherman@eplus.com)

10/08/13 13:48:11  
West Virginia Purchasing Division



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

**Solicitation**

NUMBER
TAX14006

PAGE
1

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

CISCO OPTION

DATE PRINTED
09/11/2013

BID OPENING DATE: 10/10/2013 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 STATE 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, TERMS & CONDITIONS AND INSTRUCTIONS TO BIDDERS.						
0001	2	EA		920-04	\$2,406.63	\$4,813.26
				SSL VPN HARDWARE APPLIANCE		
0002	2	EA		920-04	\$556.00	\$1,112.00
				1 YEAR EXTENDED SERVICE AGREEMENT FOR VPN APPLIANCE		
0003	2	EA		920-04	\$4,816.27	\$9,632.54
				SSL VPN LICENSING FOR 100 CONCURRENT USERS WITH THE PHYSICAL DEVICES IN SEPARATE LOCATIONS.		

SIGNATURE <i>Steve Mencarini SVP</i>	TELEPHONE 703-984-8400	DATE 10/7/2013
TITLE Steve Mencarini, SVP	FEIN 54-1904151	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	2	EA		920-04	\$2,426.73	\$4,853.46
HARDWARE APPLIANCES FOR MULTI-FACTOR AUTHENTIFICATION USING HARDWARE TOKENS.						
0005	90	EA		920-04	\$68.87	\$6,198.30
APPLICATION BASE SOFTWARE LICENSING						
0006	90	EA		920-04	\$16.45	\$1,480.50
HARDWARE TOKENS WITH 5 YEAR PROGRAMMABLE LIFESPAN						
0007	90	EA		920-04	\$696.83	\$6,271.47
HARDWARE TOKEN LICENSING FOR 5 YEARS						
0008	90	EA		920-04	Included in Line 006	
1 YEAR TECHNICAL SUPPORT/PHONE CONSULTING						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	1	EA		920-04		\$16,162.40
INSTALLATION AND CONFIGURATION OF BOTH SOLUTIONS.						
***** THIS IS THE END OF RFQ TAX14006 ***** TOTAL:						\$50,523.93
<div style="border: 1px solid black; padding: 5px;"> <p>Cisco current ASA devices which are FIPS 140-2 compliant are at End of Life / Service in less than 30 days. In order to bid a Cisco option, ePlus is instead bidding the new generation of Cisco devices that have been tested for FIPS 140-2 Compliance however it is still pending certification. Please refer to Attachment 1 - Cisco ASA FIPS 140-2 Certification Pending Letter.</p> </div>						

SIGNATURE <i>Steve Mencarini SVP</i>	TELEPHONE 703-984-8400	DATE 10/7/2013
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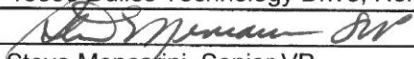
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CISCO OPTION

TAX14006

COST SHEET				
Qty	Product Number	Description	Unit Price	Extended Price
2		SSL VPN Hardware Appliance		\$4,813.26
2		1 Year Extended Service Agreement for VPN Appliance		\$1,112.00
2		SSL VPN Licensing for 100 Concurrent Users with the Physical Devices in Separate Locations		\$9,632.54
2		Hardware Appliances for Multi Factor Authentication using hardware tokens		\$4,853.46
90		Application Base Software Licensing		\$6,198.30
90		Hardware Tokens with 5 year Programmable Lifespan		\$1,480.50
90		Hardware Token Licensing for 5 Years		\$6,271.47
90		1 Year Technical Support/Phone Consulting		
	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		\$16,162.40
			Subtotal	\$50,523.93
			Shipping	Prepaid
			Total	\$50,523.93

\*\*\*\*\* 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 VP
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. \*\*\*\*\*



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**JUNIPER OPTION**

DATE PRINTED
09/11/2013

BID OPENING DATE: 10/10/2013

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 STATE 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, TERMS & CONDITIONS AND INSTRUCTIONS TO BIDDERS.						
0001	2	EA		920-04	\$3,966.67	\$7,933.34
				SSL VPN HARDWARE APPLIANCE		
0002	2	EA		920-04	\$1,212.27	\$2,424.54
				1 YEAR EXTENDED SERVICE AGREEMENT FOR VPN APPLIANCE		
0003	2	EA		920-04	\$7,107.00	\$14,214.00
				SSL VPN LICENSING FOR 100 CONCURRENT USERS WITH THE PHYSICAL DEVICES IN SEPARATE LOCATIONS.		

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BID OPENING DATE: 10/10/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	2	EA		920-04	\$2,575.03	\$5,150.06
HARDWARE APPLIANCES FOR MULTI-FACTOR AUTHENTIFICATION USING HARDWARE TOKENS.						
0005	90	EA		920-04	\$73.08	\$6,577.20
APPLICATION BASE SOFTWARE LICENSING						
0006	90	EA		920-04	\$17.46	\$1,571.40
HARDWARE TOKENS WITH 5 YEAR PROGRAMMABLE LIFESPAN						
0007	90	EA		920-04	\$739.41	\$6,654.69
HARDWARE TOKEN LICENSING FOR 5 YEARS						
0008	90	EA		920-04	Included in Line 006	
1 YEAR TECHNICAL SUPPORT/PHONE CONSULTING						

SIGNATURE 	TELEPHONE 703-984-8400	DATE 10/7/2013
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	1	EA		920-04		\$19,312.40
INSTALLATION AND CONFIGURATION OF BOTH SOLUTIONS.						
***** THIS IS THE END OF RFQ TAX14006 ***** TOTAL:						\$63,837.63

SIGNATURE	TELEPHONE 703-984-8400	DATE 10/7/2013
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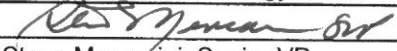
JUNIPER OPTION

TAX14006

## COST SHEET

Qty	Product Number	Description	Unit Price	Extended Price
2		SSL VPN Hardware Appliance		\$7,933.34
2		1 Year Extended Service Agreement for VPN Appliance		\$2,424.54
2		SSL VPN Licensing for 100 Concurrent Users with the Physical Devices in Separate Locations		\$14,214.00
2		Hardware Appliances for Multi Factor Authentication using hardware tokens		\$5,150.06
90		Application Base Software Licensing		\$6,577.20
90		Hardware Tokens with 5 year Programmable Lifespan		\$1,571.40
90		Hardware Token Licensing for 5 Years		\$6,654.69
90		1 Year Technical Support/Phone Consulting		included
	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
			Subtotal	\$63,837.63
			Shipping	Prepaid
			Total	\$63,837.63

\*\*\*\*\* 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 VP
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. \*\*\*\*\*



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 CHARLESTON, WV  
 25301-1725 304-558-8850

DATE PRINTED
09/27/2013

BID OPENING DATE: 10/10/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM IS ISSUED:						
1. TO PROVIDE RESPONSES TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION. QUESTION AND ANSWER PAGE IS ATTACHED.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO. 1 *****						

SIGNATURE		TELEPHONE	703-984-8400	DATE	10/7/2013
TITLE	Steve Mencarini, Senior VP	FEIN	54-1904151	ADDRESS CHANGES TO BE NOTED ABOVE	

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



08/05/13

Contract No. ISSS-01-2009-038

Cisco Systems, Inc.  
170 West Tasman Drive  
San Jose, CA 95134

Attn: Ms. Bonnie Zeleny

To Whom It May Concern:

Subject: FIPS 140-2 Validation of the Cisco ASA Bundle Product under Contract No. ISSS-01-2009-038

The SAIC Cryptographic & Security Testing Laboratory (CSTL) is under contract to perform Cryptographic Module Testing (CMT) on the Cisco ASA Bundle Product at Security Level Two (SL2) [for ASA 5500-x and 5500 Series] and Security Level One (SL1) [for ASA-SM CAT 6K Blade]. The basis of the testing is the CMT Derived Test Requirements in FIPS PUB 140-2, Security Requirements for Cryptographic Modules, January 4, 2011.

The contract for validation of the ASA Bundle Product was executed on November 27, 2012. The following Module Configurations have been tested:

1. ASA Appliance: 5512-x, 5515-x, 5525-x, 5545-x, 5555-x, 5585-x SSP-10, 5585-x SSP-20, 5585-x SSP-40, 5585-x SSP-60
2. ASA 5500 Series: 5505, 5510, 5520, 5540, 5550, 5580-20, 5580-40
3. ASA-SM: Installed to 6500 with Sup2T

The following table shows the algorithm certificates which apply to each module:

Algorithm	Algorithm Certificate Number					
	ASA OS (Firmware)	ASA On-board (Cavium Nitrox Lite) (ASA 5505)	ASA On-board (Cavium Nitrox Lite) (ASA 5510, 5520, 5540, 5550)	ASA On-board (Cavium Nitrox PX) (ASA 5512-X, 5515-X, 5525-X, 5545-X)	ASA On-board (Cavium Nitrox PX) (ASA 5580-20, 5580-40)	ASA On-board (Cavium Nitrox PX) (ASA 5585-X SSP10, 5585-X SSP20, 5585-X SSP40, 5585-X SSP60, 5545-X, 5555-X), ASA-SM
	ASA OS 9.1.2	CN505	CN1010	CN1610	CN1520	CN1620
AES	2483 and 2482	2049	105	2472	1407 & 2480	2050 & 2444
Triple-DES	1521 and 1520	559	217	1513	960	1321
SHS	2101 and 2100	630	196	2091	1793	1794
HMAC	1525 and 1524	301	125	1514	1246	1247
RNG	1201	1210	1210	N/A	N/A	N/A
RSA	1272 and 1271	261	106	1260	1269	1066
ECDSA	412 and 411	N/A	N/A	N/A	N/A	N/A
DRBG	341	N/A	N/A	336	339	332



SAIC completed certification testing on Version ASA 9.1(2) and submitted the corresponding report to the Cryptographic Module Validation Program (CMVP) on July 27, 2013. The module is currently in the "Review Pending" phase.

Please note that submission of a conformance report to the CMVP does not imply that a product has been validated. SAIC cannot issue FIPS 140-2 validation certificates; only National Institute of Standards and Technologies (NIST)/Communications Security Establishment Canada (CSEC) has the authority to issue such certificates. Of the hundreds of validations that SAIC's CSTL has submitted, the CMVP has issued a certificate for every one.

Sincerely,

SCIENCE APPLICATIONS  
INTERNATIONAL CORPORATION

*AMIT SHARMA*

SAIC Accredited Testing & Evaluation (AT&E) Laboratories Director (Acting)



<b>Bill To</b>	<b>Ship To</b>	<b>Quotation</b>	<b>Page 1 of 1</b>
STATE OF WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 1	STATE OF WEST VIRGINIA	<b>Quotation #:</b>	21554651
CHARLESTON WV 25305		<b>Quotation Date:</b>	09/25/13
GALE GIVEN		<b>Expiration Date:</b>	10/25/13
		<b>Client Reference:</b>	
		<b>Account Rep:</b>	Andrea Herman

Qty	Part Number	MFG Name	Description	Unit Price	Extended Price
2	ASA5512-K9	CISCO	ASA 5512-X W/ S/W 6GE DATA 1GE MGMT AC 3	2,406.63	4,813.26
2	CON-SNTE-A12K9	CISCO	SMARTNET 8X5X4 ASA 5512-X W/ S/W	556.00	1,112.00
1	SF-ASA-8.6-K8	CISCO	ASA 5500 SERIES SOFTWARE VER. 8.6 FOR ASA 5512X-5555X, DES	0.00	0.00
2	ASA5500-SSL-100	CISCO	ASA 5500 SSL VPN 100 PREMIUM USER LICENSE	4,816.27	9,632.54
2	CAB-AC	CISCO	AC PWR CORD NORTH AMERICA-C13 NEMA 5-15P 2.1M	0.00	0.00
2	ASA-VPN-CLNT-K9	CISCO	CISCO VPN CLIENT SOFTWARE (WINDOWS SOLARIS LINUX MAC)	0.00	0.00
2	ASA5500-ENCR-K9	CISCO	ASA 5500 STRONG ENCRYPTION LICENSE (3DES/AES)	0.00	0.00
2	ASA-ANYCONN-CSD-K9	CISCO	ASA 5500 ANYCONNECT CLIENT + CISCO SECURITY DESKTOP SOFTWARE	0.00	0.00
2	ASA5512-MB	CISCO	ASA 5512 IPS PART NUMBER WITH WHICH PCB SERIAL IS ASSOCIATED	0.00	0.00
2	RSA-0010500	RSA SECURITY	RSA SECURID 130 SERIES H/W APPL	2,426.73	4,853.46
90	APP0000100B	RSA SECURITY	SECURID APPL BASE SOFTWARE LICs PER U F/ QTY 30-100 *NO RTNS*	68.87	6,198.30
90	APP0000100BE12	RSA SECURITY	12MO MNT SECRCRE EXT F/ SECURID APL BSE ED F/PER U F/30-100 NO RTNS	16.45	1,480.50
9	SID700-6-60-60-10	RSA SECURITY	10PK 5YR SECURID AUTHENTICATOR SID700 *NO RETURNS*	696.83	6,271.47
1	INSTALLATION	EPLUS	CONFIGURATION	16,162.40	16,162.40

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.

<b>Customer Acceptance</b> Signature: _____ Date: _____ Name: _____ PO #: _____ Title: _____ Ship VIA: _____	<b>To Place An Order , Please Contact:</b> Sales: Melissa Dawson Phone: 610-495-1245 Fax: 610-495-1208 email: MDawson@EPLUS.com Address: 130 Futura Drive - Pottstown, PA 19464	<b>SubTotal:</b> \$50,523.93
		<b>Tax:</b> TBD if Applicable <b>Freight:</b> 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.		<b>Total:</b> \$50,523.93



<b>Bill To</b>	<b>Ship To</b>	<b>Quotation</b>	<b>Page 1 of 1</b>
STATE OF WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 1	STATE OF WEST VIRGINIA DEPT OF TAX AND REVENUE	<b>Quotation #:</b>	21542820
CHARLESTON WV 25305		<b>Quotation Date:</b>	08/26/13
GALE GIVEN		<b>Expiration Date:</b>	09/25/13
		<b>Client Reference:</b>	
		<b>Account Rep:</b>	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	MAG4610	JUNIPER	JUNOS PULSE GATEWAY 4610 BASE SYSTEM FIXED CONFIG SECURE ACCESS	3,966.67	7,933.34
2	ACCESSX600-ADD-100U	JUNIPER	ADD 100U SIMULTANEOUS TO JUNOS PULSE GATEWAY X600 SERIES APPL	7,107.00	14,214.00
2	SVC-ND-MAG4610-L	JUNIPER	NBD J-CARE SUP FOR MAG4610 UP TO 1-100U CACHE 130W	1,212.27	2,424.54

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.

<b>Customer Acceptance</b>		<b>To Place An Order , Please Contact:</b>		<b>SubTotal:</b>	<b>\$63,837.63</b>
Signature: _____	Date: _____	Sales: Melissa Dawson		<b>Tax:</b>	<b>TBD if Applicable</b>
Name: _____	PO #: _____	Phone: 610-495-1245		<b>Freight:</b>	<b>TBD</b>
Title: _____	Ship VIA: _____	Fax: 610-495-1208			
This quotation is confidential for your internal use only.				<b>Total:</b>	<b>\$63,837.63</b>
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.					
			email: MDawson@EPLUS.com		
			Address: 130 Futura Drive - Pottstown, PA 19464		

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**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: ePlus Technology, inc. \_\_\_\_\_

Signed:  \_\_\_\_\_


Title: Steve Mencarini, Senior Vice President \_\_\_\_\_

Date: 10/7/2013 \_\_\_\_\_

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

 10/7/2013  
Signature Date

Steve Mencarini, Senior VP  
Title

ePlus Technology, inc.  
Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division



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.  
 Date: 10/7/2013

Signed:   
 Title: Steve Mencharini, Senior Vice President

RFQ No. TAX14006

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: *Steve Mencarini* Date: 10/7/2013  
Steve Mencarini, Senior Vice President

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 7 day of October, 2013.

My Commission expires April 30, 2017

Commission No. 309153

AFFIX SEAL HERE



NOTARY PUBLIC

*[Signature]*

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)

10/7/2013

\_\_\_\_\_  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: TAX14006**

**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 checked="" 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 |

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, SVP Authorized Signature

10/7/2013

\_\_\_\_\_  
Date

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