

Purchasing Divison 2019 Washington Stroot East Post Offico Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 21 — Info Technology

	Proc Folder: 18183		
=:	Doc Description: Networ	Equipment & Management Tools	
	Proc Type: Central Purch		
Data Issued	Solicitation Closes	Solicitation No	Version
2014-07-30	2014-08-21 13:30:00	CRFQ 1300 STO1500000001	1

BID RECEIVINGLOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number;

IN Compress Networks

#4 Siencerest Prive

flundington, WV. 25701

304-529-6069 x 2117

08/20/14 10:14:52AM West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER	ATION CONTACT THE BUYE	R
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Dean Wingerd 3045580468

dean.c.wlngerd@wv.gov

Signaturo X

FEIN #

55-066 7417 DATE

8/19/2014

All offers subject to all terms and conditions contained in this solicitation

INVOICETO		HANDER KSHIPITO BUNKA KATANAN	
ACCOUNTS PAYABLE WEST VIRGINIA STATE T BLDG 1 RM E-145 1900 KANAWHA BLVD E		MANAGER OFFICE SERV	VICES TREASURERS OFFICE - WAREHOUSE
CHARLESTON	WV25305	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Network switches	8.00000	EA Sic	AHARCHEL OUG	de For Foilulation 3'

Comm Codo	Manufacturor	Specification	Model #	
43222612	EXTREME NETWORKS			

Extreme Networks, or equal, 48-port Stackable Switch

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ACCOUNTS PAYABLE		MANAGER OFFICE SERV	
WEST VIRGINIA STATE TR BLDG 1 RM E-145	EASURERS OFFICE	WEST VIRGINIA STATE T 7300 MACCORKLE AVE S	TREASURERS OFFICE - WAREHOUSE SE
1900 KANAWHA BLVD E			
CHARLESTON	WV25305	CHARLESTON	WV 25304
us		US	

Line	Comm Ln Dosc	Qty	Unit Issue	Unit Price	Total Price	
2	Power supply units	8,00000	EA			
			*			

Comm Codo	Manufacturor	Specification	Model #	
39121004	EXTREME NETWORK			
11				

Extended Description: Redundant Power Supply for Extreme Networks, or equal, Stackable Switch

INVOICE TO A TOTAL	WELL CONTROL OF THE PROPERTY OF	SHEAD
ACCOUNTS PAYABLE WEST VIRGINIA STATE BLDG 1 RM E-145		MANAGER OFFICE SERVICES WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE 7300 MACCORKLE AVE SE
1900 KANAWHA BLVD		
CHARLESTON	WV25305	CHARLESTON WV 25304
US		US

Lino	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Prico	
3	Network cable	5.00000	EA	-		

Comm Codo	Manufacturor	Specification	Model #	
26121609	EXTREME NETWORKS			

Extended Description: Short stacking cable for Extreme Network, or equal, stackable switch, B & C series compatible

INVOICETION	SPIPATO A REPORT OF THE PROPERTY OF THE PROPER
ACCOUNTS PAYABLE	MANAGER OFFICE SERVICES
WEST VIRGINIA STATE TREASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE
BLDG 1 RM E-145	7300 MACCORKLE AVE SE
1900 KANAWHA BLVD E	
CHARLESTON WV25305	CHARLESTON WV 25304
US	us

Lino	Comm Ln Dosc	Qty	Unit Issuo	Unit Price	Total Price	
4	Network cable	3.00000	EA			
4	Network cable	3.00000	EA			

Comm Code	Manufacturor	Specification	Model #	
26121609	EXTREME NETWORKS			

Extended Description: Long stacking cable for Extreme Network, or equal, stackable switch, B & C series compatible

INVOICEND	The state of the s	SELECTION OF THE SELECT	
ACCOUNTS PAYABLE		MANAGER OFFICE SER	RVICES
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE	TREASURERS OFFICE - WAREHOUSE
8LDG 1 RM E-145		7300 MACCORKLE AVE	SE
1900 KANAWHA BLVD	<b></b>		
CHARLESTON	WV 25305	CHARLESTON	WV 25304
US		us	

Lino	Comm Ln Dosc	Qty	Unit Issuo	Unit Price	Total Price	
5	Transceivers and media converters	8.00000	EA			

Comm Code	Manufacturor	Specification	Model #	
43201553	EXTREME NETWORKS			

Extended Description: Transceiver Units, Extreme Networks, or equal

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ACCOUNTS PAYABLE		MANAGER OFFICE SERVI	CES		
WEST VIRGINIA STATE TREASURERS OFFICE BLDG 1 RM E-145			WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE 7300 MACCORKLE AVE SE		
1900 KANAWHA BLVD E					
CHARLESTON	WV25305	CHARLESTON	WV 25304		
us		US			

Line	Comm Ln Desc	Qty	Unit Issuo	Unit Price	Total Price
6	Network routers	1,00000	EA		

Comm Code	Manufacturor	Specification	Model #	
43222609	EXTREME NETWORK			

Extended Description: Core Router Unit, Extreme Networks, or equal

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1900 KANAWHA BLVD E					
CHARLESTON	WV25305	CHARLESTON	WV 25304		
US	- 1	US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
7	Power supply units	2.00000	EA			

Comm Code	Manufacturor	Specification	Model #	
39121004	EXTREME NETWORKS	TO SERVICE		

Extended Description: Power Supply units for Router, Extreme Networks, or equal, add'l one for backup needs

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ACCOUNTS PAYABLE		MANA	GER OFFICE SER	RVICES	
			WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE 7300 MACCORKLE AVE SE		
1900 KANAWHA BLVD E					
CHARLESTON	WV25305	CHARI	LESTON	wv	25304
us		US			

Line	Comm Ln Dosc	Qty	Unit Issue	Unit Prico	Yotal Price	
8	Computer hardware maintenance support service	1.00000	EA			

Comm Code	Manufacturor	Specification	Model #	
81111812			•	

Extended Description: Support must be included, a 3-yr warranty on the network core router and power supply.

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ACCOUNTS PAYABLE		MANAGER OFFICE SERVICE	CES		
WEST VIRGINIA STATE TREASURERS OFFICE BLDG 1 RM E-145		WEST VIRGINIA STATE TR	WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE		
1900 KANAWHA BLVD E					
CHARLESTON	WV25305	CHARLESTON	WV 25304		
us		US			

Lino	Comm Ln Dosc	Qty	Unit Issuo	Unit Prico	Total Price	
9	Network traffic controller	1.00000	EA			

Comm Codo	Manufacturor	Specification	Model #	
43222644	EXTREME NETWORKS			

Extended Description: Wireless Controller Unit. Manages 16 access points expandable to 50 in 1 or 16 AP Increments. Extreme Networks, or equal.

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ACCOUNTS PAYABLE		MANAGER OFFICE SERVIC	ES
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BLDG 1 RM E-145		7300 MACCORKLE AVE SE	
1900 KANAWHA BLVD E			
CHARLESTON	WV25305	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Dosc	Qty	Unit Issuo	Unit Price	Total Prico	
10	Computer hardware maintenance support service	1.00000	EA			

	Model #	Specification	Manufacturor	Comm Code
				81111812
				81111812

Extended Description: 3-year warranty on Controller

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ACCOUNTS PAYABLE		MANAGER OFFICE SER		
WEST VIRGINIA STATE TR	EASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE		
BLDG 1 RM E-145		7300 MACCORKLE AVE		
1900 KANAWHA BLVD E				
CHARLESTON	WV25305	CHARLESTON	WV 25304	
US		us		

t Issue Unit Price Total Price

Comm Code	Manufacturor	Specification	Model #	
93151517	EXTREME NETWORKS			

Extended Description: V9 Regulatory Doman Key/License for FCC domain.

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ACCOUNTS PAYABLE		MANAGER OFFICE SER	RVICES	
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BLDG 1 RM E-145		7300 MACCORKLE AVE	SE	
1900 KANAWHA BLVD E				
CHARLESTON	WV25305	CHARLESTON	WV 25304	
US		us		

Lino	Comm Ln Dosc	Qty	Unit Issue	Unit Prico	Total Price	
12	Wireless access point	6.00000	EA			
			Service No. 19	(WARRING) - 1/2-2-3		

Comm Codo	Manufacturor	Specification	Model #
43222640	EXTREME NETWORKS	2	

**Extended Description:** 

Wireless Access Points, Extreme Networks, or equal, dual radio 11ac / 11 abgn 3x3:3 MIMO indoor access point w/integrated antennas

INVOICE TO THE PROPERTY OF THE		JSHID) (OLUMNIA)		
ACCOUNTS PAYABLE	4	MANAGER OFFICE SER	VICES	
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE	TRÉASURERS OFFICE - WAREHOUSE	
BLDG 1 RM E-145		7300 MACCORKLE AVE	7300 MACCORKLE AVE SE	
1900 KANAWHA BLVD E				
CHARLESTON	WV25305	CHARLESTON	WV 25304	
US		US		

Comm Ln Desc	Qty	Unit Issuo	Unit Price	Total Price	
Network management software	1.00000	EA			***

Comm Code	Manufacturor	Specification	Modol#	
43232800	EXTREME NETWORKS	3		
Place 10	THE STATE OF THE S			

Extended Description: NetSight Advanced License Package, or equal, allowance for up to 10 devices and 100 thin Aps.

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ACCOUNTS PAYABLE	MANAGER OFFICE SERVICES		
WEST VIRGINIA STATE TREASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE		
BLDG 1 RM E-145	7300 MACCORKLE AVE SE		
1900 KANAWHA BLVD E			
CHARLESTON WV25305	CHARLESTON WV 25304		
US	us		

Line	Comm Ln Dosc	Qty	Unit Issuo	Unit Price	Total Price	
14	Software maintenance and support	1.00000	EA			

Comm Code	Manufacturor	Specification	Model #	
81112200				

Extended Description: 3-years Software Application Service and Maintenance

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ACCOUNTS PAYABLE		MANAGER OFFICE SER	RVICES
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE	
BLDG 1 RM E-145		7300 MACCORKLE AVE	SE
1900 KANAWHA BLVD E			
CHARLESTON	WV25305	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Dosc	Qty	Unit Issue	Unit Prico	Total Price	
15	Training workshop service	1.00000	EA		****	

Comm Code	Manufacturor	Specification	Model #	
86132201	ENTERASYS			

Extended Description: Training/Education, Entarasys or equal, 5-pack unit to include on-site or in-class curriculum training

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ACCOUNTS PAYABLE		MANAGER OFFICE SERVICES		
WEST VIRGINIA STATE TREASURERS OFFICE		WEST VIRGINIA STATE	TREASURERS OFFICE - WAREHOUSE	
BLDG 1 RM E-145		7300 MACCORKLE AVE	SE	
1900 KANAWHA BLVD E				
CHARLESTON	WV25305	CHARLESTON	WV 25304	
us		US		

Line	Comm Ln Dosc	Qty	Unit Issuo	Unit Prico	Total Price	
16	Computer hardware maintenance support service	1.00000	EA			

Comm Codo	Manufacturor	Specification	Model#	
81111812				

Extended Description: 3-year support; telephone/web support, NBD parts replacement

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ACCOUNTS PAYABLE		MANAGER OFFICE SERV	
WEST VIRGINIA STATE TR	EASURERS OFFICE		REASURERS OFFICE - WAREHOUSE
BLDG 1 RM E-145		7300 MACCORKLE AVE S	SE .
1900 KANAWHA BLVD E			
CHARLESTON	WV25305	CHARLESTON	WV 25304
us		US	

Lino	Comm Ln Dosc	Qty	Unit Issuo	Unit Price	Total Prico	
17	Technical support or help desk services	1.00000	YR			

Comm Codo	Manufacturor	Specification	Model #	
81111811				

**Extended Description:** 

Technical Support: reporting of replaced equipment, subsequent years to be added by formal Change Order mutually agreed to by both parties.

2014-08-20 09:57

	Document Phase	<b>Document Description</b>	Page
STO1500000001	Final	Network Equipment & Manage mont Tools	11 of
			11

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

#### Attachment 1

# WVSTO REQUEST FOR QUOTATIONS (RFQ) INFORMATION

#### A. VENDOR INSTRUCTIONS

#### 1. General Information

1.1 Contact – The Purchasing Agent of the West Virginia State Treasurer's Office (STO) is the sole contact in the STO after the release of the Request for Quotations (RFQ) until issuance of a purchase order.

#### 1.2 Quiet Period

- 1.2.1 A quiet period will commence upon issuance of the RFQ and end upon issuance of a purchase order.
- 1.2.2 Vendors shall <u>not</u> make direct or indirect contact with personnel or consultants of the STO during the quiet period to discuss or request information about any aspect of the procurement including the RFQ or its associated evaluation process, except as authorized in the RFQ. Violation of this clause will result in Bid disqualification.
- 1.3 <u>Verbal Statements</u> Any verbal representations made or assumed to be made during any oral discussions held between a Vendor's representative and any STO personnel are not binding. Only matters contained in the RFQ and in written addenda to the RFQ are binding on the STO.
- 1.4 <u>Governing Law</u> All Bids, any resulting purchase order, the Vendor and any subcontractor or partner are governed by and shall comply with the West Virginia Code and any other applicable laws, rules, regulations and policies.
- 1.5 No Rights Granted Bid submission or receipt of a Bid by the STO confer no rights upon the Vendor, nor create any obligation on the STO.
- 1.6 <u>RFQ Withdrawal, Cancellation or Modification</u> The STO may withdraw, cancel or modify an RFQ at any time.
- 1.7 <u>Bid Withdrawal or Modification</u> Bids may be withdrawn or modified only prior to Bid opening date and time upon submission of a written request to the Purchasing Agent, signed by an authorized representative of the Vendor. A modification shall be worded or sealed so as not to reveal the proposed costs.
- 1.8 <u>Bid Cannot Be Changed After Bid Opening Date and Time</u> Bids cannot be supplemented, modified, amended or withdrawn after the Bid opening.
- 1.9 <u>Firm Offers</u> Bids are firm offers and shall remain firm for a period of no less than ninety (90) days from the date of the Bid opening. This period is automatically extended for the time taken to resolve any protest or other issues related to award of the purchase order for the RFQ.
- 1.10 Conditional Bids Not Permitted Bids may not be conditioned upon STO acceptance of matters that alter the STO-WV96 or any requirements or mandatory specifications of the RFQ. Bids may not be conditioned on negotiation or acceptance of alternative terms and conditions.
- 1.11 Joint Bids Prohibited; Subcontracting
  - 1.11.1 Joint Bids are not permitted.
  - 1.11.2 Subcontracting is only permissible with the prior written authorization of the STO. If required or requested by the STO, Vendor shall list any

- subcontractor it desires to use, along with a description of the goods and/or services to be provided by the subcontractor, a contact person and contact information for the subcontractor and references for the subcontractor.
- 1.11.3 The purchase order shall be awarded to the Vendor submitting the Bid. The Vendor awarded the purchase order shall be the sole point of contact with regard to the purchase order and shall be solely responsible for all matters provided pursuant to the purchase order, including, without limitation, any tangible or intangible items provided by a subcontractor or other party.
- 1.11.4 After the purchase order is issued, the Vendor must obtain prior written approval for any changes pertaining to subcontractors.
- 1.12 <u>Bid Opening</u> On the scheduled date and time of opening of the Bids received, the names of Vendors submitting a response will be read aloud and documented. Vendors may elect to attend the opening of the Bids, but are not required to do so.
- 1.13 <u>Terms and Conditions</u> The requirements and prohibitions of the RFP/RFQ TERMS AND CONDITIONS and the STO-WV96 (Agreement Addendum) and any other requirements of the STO are not subject to negotiation.
- 1.14 <u>Bid Miscellaneous Section</u> Vendors desiring to offer alternative goods, services, terms and conditions for the purchase order between the parties pursuant to the RFQ may do so in an attachment to the Bid labeled "Miscellaneous." However, the STO is under no obligation to consider or negotiate any terms and conditions or alternative terms and conditions contained in a Vendor's Bld. Bids may not be conditioned on negotiation or acceptance of alternative terms and conditions.
- 1.15 <u>Bids Property of STO</u> All documents, packages, boxes, etc., and any contents thereof submitted to the STO in response to the RFQ shall become the property of the STO, and will not be returned. In addition, all documents, boxes, etc., and any contents thereof submitted to the STO in response to the RFQ shall become a matter of public record and open for inspection, generally after the Notice of Intent to Award is issued, the documents scanned, and the images stored.
- 1.16 West Virginia Freedom of Information Act
  - 1.16.1 By submitting a Bid, Vendor consents to copying the Bid by the STO or others and warrants copying will not violate the rights of any third party. The only exceptions to disclosure of information are listed in the West Virginia Freedom of Information Act, pursuant to West Virginia Code §29B-1-1 et seq. (WV FOIA.) The STO will make a reasonable effort not to disclose information that is exempt from the disclosure requirements of the WV FOIA and that has been clearly labeled "proprietary information and not for public disclosure." The STO will make the determination of whether or not the information is exempt from disclosure under the WV FOIA.

- 1.16.2 In addition, the STO will comply with court orders issued by courts of competent jurisdiction and will not guarantee nondisclosure of any information to the public.
- 1.17 Right to Accept or Reject Bids The STO reserves the right to accept or reject Bids in whole or in part and to waive any minor deviations in the specifications or Bids at any time. The STO's sole discretion shall determine what constitutes a minor deviation. The STO reserves the right to reject a Bid of any Vendor in default of any other prior or current purchase order and for misrepresentation. The STO reserves the right to reject all Bids upon determining that acceptance would not be in the best interests of the STO.
- 1.18 <u>Use of Information</u> The STO reserves the right to use any information received, from any source, in order to evaluate the Bids and make the award, as well as use any and all information, ideas, or adaptations of information or ideas in any Bid at any time.
- 1.19 Bonds In the event any bonds are required to be posted, bonds may be provided in the form of a bond of a surety company authorized to do business in West Virginia, a cashier's check or a certified check.
- 1.20 <u>Best Interest of the STO and State</u> Awards shall be made in the best interest of the STO and the State of West Virginia.
- 1.21 <u>Bid Costs</u> The State of West Virginia and the STO shall not be responsible or liable for any costs or expenses incurred in the preparation, submission and presentation of Bids or in attending any oral presentations.
- 1.22 <u>Cost</u>
  - 1.22.1 All costs, whether one-time or recurring, including, without limitation, travel, shipping and handling costs, must be included in the amount proposed on the Bid Form.
  - 1.22.2 The amounts or rates and method of payment specified in the purchase order will remain fixed for the life of the purchase order, as amended from time to time, unless the Vendor specifically requested price revisions and specific provisions in the purchase order authorize adjustment.
- 1.23 No Collusion or Fraud By submitting a Bid, Vendor certifies the Bid is made without collusion or fraud, Vendor has not offered or received any kickbacks or inducements of any type in connection with the Bid, and Vendor has not given or promised any STO employee, member of any board or agency within the STO or STO consultant any payment, loan, advance, money, services or anything of more than nominal value.
- 1.24 Compliance During the term of any purchase order issued pursuant to the RFQ, the Vendor, its officers, employees, agents, representatives, delegates, and affiliates, shall comply with any and all applicable laws, rules, regulations and policies. Any and all permits, approvals, consents and waivers of governmental bodies and regulatory authorities which are required with respect to and are necessary in connection with the consummation of the transactions contemplated under the RFQ shall have been obtained by the Vendor, unless otherwise agreed in writing by the STO.

1.25 <u>Vendor Name and Authorization</u> – The name of the Vendor submitting the Bid shall be the name of the entity with whom the STO will contract, the name of the entity on the purchase order, and the entity providing the goods and/or services, unless otherwise specified in the Bid and agreed to by the STO. Any document requiring signature by the Vendor shall be signed by a person authorized to bind the Vendor.

#### 2. Vendor Registration

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a Bid. Form WV-1 may be found at www.state.wv.us/admin/purchase/vrc/WV1A.pdf.

# 3. Proof of Good Standing and Authorization to Do Business

Vendors must also be in good standing with all other regulatory and governmental entities and be authorized to do business in West Virginia. Upon request of the STO, Vendors must be able to provide proof of good standing and authorization to do business.

#### 4. Questions, Clarifications and Addenda

# 4.1 Questions and Clarifications

- 4.1.1 Vendors may submit written questions or requests for clarification to the Purchasing Agent by the Deadline for Vendor Questions.
- 4.1.2 The STO may, through the Purchasing Agent and at its option, contact Vendors for clarification at any time during the evaluation process. Nothing may be submitted after the Bid opening to alter the content of a Bid in any way. All clarification responses, as well as all Bids, will be available for review after issuance of the Notice of Intent to Award.

#### 4.2 Addenda

- 4.2.1 Responses to questions or requests for clarification will be included in an addendum that will be released by the STO.
- 4.2.2 A copy of the RFQ and any addenda to the RFQ will be placed on the STO web site, www.wvsto.com/dept/Admin/Purchasing/Pages/default.aspx, as well as emailed, faxed or mailed to any Vendor to whom the STO has sent a copy of the RFQ. It is the Vendor's responsibility to periodically check the web site to make sure it is aware of and responds to any addenda.
- 4.2.3 The STO reserves the right to further modify the RFQ, including any Exhibits and Addenda to the RFQ, as it considers appropriate.

#### 5. Bid Format and Contents

- 5.1 Bids shall be submitted on the Bid Form included with the RFQ.
- 5.2 Goods and/or services offered shall comply with all standards of quality, performance or use specified in the RFQ. If a Vendor offers equivalent goods and/or services, Vendor must submit descriptive literature and other proof of

equivalence with the Bid Form. Upon the request of the STO, Vendor shall offer samples free of charge, freight, shipping and any other costs. If the STO elects to issue a purchase order for equivalent goods and/or services, acceptance is conditioned upon the STO inspecting and testing after receipt. The sole judgment of the STO shall determine whether or not the goods and/or services are equivalent.

#### 6. Bid Submission

- All Bids shall be submitted in writing, and must be received by the Purchasing Agent prior to the Bid opening date and time stated in the RFQ. A Bid not received prior to the Bid opening date and time as required shall be disqualified immediately and returned unopened to the Vendor.
- 6.2 The STO is not responsible for the delivery of Bids, regardless of the delivery method.
- 6.3 The original Bid must be signed by a person authorized to bind the Vendor.

#### **B. EVALUATION**

# Generally

- 1.1 It is the intent of the STO to award a purchase order to the lowest responsible Vendor.
- 1.2 The STO will evaluate each Bid to determine whether Vendors are responsible and Bids are responsive to the RFQ. Vendors are considered responsible if they have adequate resources to timely provide the goods and/or perform the services required by the RFQ, are in good standing with all applicable licensing, regulatory and taxing authorities, and have a satisfactory performance history, as determined solely by the STO. Bids are considered responsive if they offer goods and/or services that conform to the RFQ in all material respects, as determined solely by the STO.
- 1.3 The evaluation will begin with the STO determining which Bids are responsive. Bids will then be ranked according to the amount bid.
- 1.4 The STO will then conduct whatever research it considers necessary to determine whether the Vendor submitting the lowest Bid is responsible.
- 1.5 The lowest responsible Vendor will be recommended as the apparent successful Vendor.
- 1.6 During the course of the evaluation, the STO has the right to contact any Vendor to clarify or elaborate on the Bid. No new or additional matters may be discussed.

#### 2. Award

- 2.1 The STO will notify all Vendors of the apparent successful Vendor by issuing a Notice of Intent to Award, subject to successful negotiation, if any.
- 2.2 Following issuance of the Notice of Intent to Award, the apparent successful Vendor will be notified and any negotiation considered prudent by the STO will be undertaken.

- 2.3 If a mutually agreed contract cannot be reached within five (5) business days from the commencement of negotiations, the STO will move to the next lowest bidding Vendor. After conducting whatever research it considers necessary to determine the next lowest bidding Vendor is the next lowest responsible bidder, the STO will undertake any negotiation considered prudent.
- 2.4 The STO may waive the five (5) business day requirement, if it believes the negotiations should be continued, but may stop negotiations at any time. A report on any failed negotiations will be included in the purchasing file.
- 2.5 Negotiations will continue until a Vendor is selected, unless the STO is of the opinion that further negotiations of any type are not warranted and no agreement can be reached.
- 2.6 If the STO does not believe negotiations will be successful, it may ask the RFQ be cancelled without penalty or cost of any type. The STO may make changes to the RFQ and reissue it.
- 2.7 Issuance of a purchase order concludes the evaluation and the RFQ process.

#### C. VENDOR PROTESTS

#### 1. Types of Protests

### 1.1 Protests of Requirements, Specifications or Terms

By issuing the RFQ, the STO intends to encourage competition among eligible Vendors. The RFQ includes only those limitations the STO believes are reasonable. Any protest, complaint or problem with the RFQ, including any requirement, specification or term contained in the RFQ or any combination thereof, must be filed in writing with the Purchasing Agent no later than three (3) working days prior to the Bid Opening Date specified in the RFQ. Protests received after that date will not be considered.

#### 1.2 Protests of Award

After selection of the apparent successful Vendor, the Purchasing Agent will send a written Notice of Intent to Award to each Vendor stating the name of the apparent successful Vendor and the amounts bid by all Vendors. Each Vendor will have until the date specified in the notice to file a written protest as to the award. Protests received after that date will not be considered.

#### 2. Written Letter of Protest

The written letter of protest must contain the name and address of the protesting Vendor, the RFQ number, a statement explaining why the protest has been filed, the relief sought, and any other information that may assist the Purchasing Agent in reaching a decision on the matter. The Purchasing Agent must receive the letter of protest by the appropriate deadline to be considered.

# 3. Review of Protest and Issuing Decision

The STO will review the letter of protest and issue a written decision. The STO may contact the protestor or any other entity or perform such research or investigation it considers necessary to reach a decision. Opening of the Bids, evaluation of the Bids or award of the purchase order may be delayed, as considered appropriate by the STO.

#### Attachment 2

# WVSTO REQUEST FOR PROPOSALS & QUOTATIONS (RFP/RFQ) GENERAL TERMS & CONDITIONS

#### General

This document contains the General Terms and Conditions for WVSTO issued Requests for Proposals and Request for Quotations (RFP/RFQ).

#### Offer

The RFP/RFQ is a request for offers, not an offer, nor a contract. A bid, quotation, offer or proposal submitted pursuant to the RFP/RFQ is an Offer. Issuance of a purchase order by the STO is acceptance of the Offer. The purchase order is the only contract between the parties, and will include any agreement executed by the parties, the RFP/RFQ, Vendor's Offer and other documents the STO considers appropriate (Agreement). For purposes of this RFP/RFQ, the terms "purchase order", "contract" and "Agreement" shall have the same meaning, unless the context clearly indicates otherwise. The purchase order is the final expression of the intent of the parties and no modification thereof shall be binding unless contained in a change order to the purchase order.

#### 3. Binding Obligation

- 3.1 By signing and submitting its Offer the Vendor warrants that the Offer complies with all requirements of the RFP/RFQ; that any purchase order issued to it pursuant to the RFP/RFQ shall create a valid and binding obligation of the Vendor, its subcontractors, agents and employees, enforceable in accordance with its terms; and that the Vendor shall take all actions reasonably necessary to provide the goods and/or services upon issuance of purchase order.
- 3.2 The purchase order issued shall be in the name of the Vendor submitting the Offer, and all payments will be paid to the Vendor submitting the Offer, unless otherwise specified in the RFP/RFQ or the Offer.

#### 4. Vendor Warranties

Vendor represents and warrants that:

- 4.1 it will provide the goods and/or services in a timely, professional manner, using reasonable care and caution in accordance with the purchase order. If the Vendor's performance is not in conformity with the purchase order, as amended, the Vendor will be considered in breach of this warranty;
- each of the representations and warranties Vendor made in its Offer, the Agreement or otherwise in writing, shall be true and correct in all material respects during the course of the purchase order. In the event anything represented or warranted changes, the Vendor shall immediately notify the STO;
- 4.3 it will comply with all applicable federal, state and local laws, rules, regulations, requirements and/or industry standard operating procedures;
- 4.4 it will obtain at its own expense any and all permits, approvals, consents and waivers of any entity required in connection with the goods and/or services, unless otherwise agreed in writing by the STO;

- 4.5 it will maintain records connected to the goods and/or services and purchase order a minimum of two (2) years from final purchase order end date, including all extensions and renewals in a form sufficient to permit audit by the STO or its authorized agent. During the term of the purchase order and the two (2) year period following the purchase order end date, STO shall have the right to audit the records at Vendor's location during regular business hours upon request by the STO;
- 4.6 the goods and/or services provided under the purchase order will conform to the RFP/RFQ specifications, be fit for the intended purpose, be free and clear of all liens, claims and encumbrances of any kind, and be free from defect in material or workmanship;
- 4.7 neither it nor its employees, representatives or agents have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance or provision of the goods and/or services or constitute a conflict of interest. Any such interest shall be promptly reported in detail to the STO;
- 4.8 it will notify the STO as soon as practicable in the event the Vendor has a change in its financial position or organization structure;
- 4.9 it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the purchase order and that it has not paid or agreed to pay any company or persons any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the purchase order;
- 4.10 nothing in the purchase order shall be construed to prohibit the STO or the State of West Virginia from initiating, participating in or collecting moneys in a cause of action in connection with the goods and/or services under the antitrust laws of the United States and State of West Virginia; and
- 4.11 if the goods and/or services include software or other tangible or intangible item, that it has full legal right to grant the license or permit use under the purchase order and that use will not infringe or violate any patent, copyright, trade secret or other proprietary right of any person. Vendor shall defend and indemnify the STO against any third party claim to the extent attributable to a violation of this warranty.

#### 5. Order of Precedence

In the event of conflict among the documents comprising the purchase order, the order of precedence is the Agreement executed by both parties, including all referenced forms, amendments and attachments, the RFP/RFQ and the Vendor's Offer.

#### 6. West Virginia Contractual Requirements

All applicable STO and State of West Virginia contractual requirements shall be incorporated into any Agreement executed as a result of the RFP/RFQ. The STO-WV96 must be executed by the successful Vendor and any other party the STO may use for the goods and/or services unless the Vendor has negotiated terms and conditions with the

STO that so comply. Contractual requirements and prohibitions of the State and STO are not subject to negotiation. Vendors desiring any additional or alternative terms and conditions be considered by the STO shall offer them in writing at the end of their Offers in the Miscellaneous Section. However, the Offer shall not be conditional on acceptance of the proposed additional or alternative terms and conditions; and the requirements of the STO-WV96 are not negotiable and nothing requires the STO to consider the offered matters.

#### 7. Term

The term of the purchase order issued as a result of the RFP/RFQ, including any extensions, shall be for the period(s) specified in the RFP/RFQ and stated on the purchase order. The purchase order may be renewed or extended only if specified in the purchase order. In the event STO has not issued a new purchase order by the end of the last renewal of the purchase order issued pursuant to the RFP/RFQ, the term is further extended for a "reasonable time" period to enable the STO to solicit Offers for the goods and/or services.

#### 8. Notice to Proceed

After the period specified in the Notice of Intent to Award has expired, any protests made in accordance with the procedures specified in RFP/RFQ VENDOR INSTRUCTIONS (PROTESTS) have been concluded, any required negotiations have been concluded and the purchase order has been issued, the Purchasing Agent will notify the successful Vendor to proceed with work on providing the goods and/or services. Verbal authorizations are not binding.

#### 9. STO Right to Cancel

The STO reserves the right to cancel and terminate any purchase order resulting from the RFP/RFQ, in whole or in part, with or without cause, and without penalty upon thirty (30) days written notice to the Vendor at any time. Charges accruing to the date of cancellation or non-funding will be paid in accordance with the purchase order.

#### 10. STO Not Liable for Costs

The STO and the State of West Virginia shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by Vendor caused directly or indirectly by the STO canceling the purchase order, canceling the RFP/RFQ, accepting or rejecting an Offer, in whole or in part, and waiving minor deviations.

#### 11. References

The STO reserves the right, at any time, to request Vendor references be given or updated and references for any person working to provide the goods and/or services be given or update.

#### 12. Funding

Performance under the purchase order awarded pursuant to the RFP/RFQ is contingent upon continued legislative authorization. In the event legislative authorization and/or appropriation is withdrawn or otherwise unavailable for the goods and/or services, the

purchase order awarded pursuant to the RFP/RFQ shall be null and void and of no effect after June 30 of that year without charge or penalty of any type to the STO.

#### 13. Changes

- During the term and any renewals or extensions of the purchase order awarded pursuant to the RFP/RFQ, goods and/or services may be changed, modified, upgraded, expanded or eliminated in whole or in part upon the written mutual agreement of the parties in order to comply with applicable federal, state and local laws, rules, regulations, policies and court actions which constitute binding precedent in West Virginia, and which alter the goods, services or purchase order. Any such alteration shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the STO and of such other provisions of the purchase order that are affected. In the event the parties are unable to agree, the STO may terminate the purchase order, in whole or in part, and/or obtain the goods and/or services from another Vendor without penalty of any type.
- 13.2 The Vendor shall immediately notify the STO of any anticipated change in the goods and/or services or to the purchase order, as amended. No change in the goods and/or services or the purchase order, unless immediately required by operation of law, may be implemented without prior notice, negotiation and issuance of a change order to the purchase order by the STO.
- 13.3 Any change in the Vendor's name, address, including remittance address, or account information shall require issuance of a change order to the purchase order by the STO.
- 13.4 Any change, modification, upgrade, expansion, addition or amendment to the purchase order must be reflected in a written addendum and processed as a change order to be binding.
- 13.5 The purchase order and any change order shall not be effective until issued by the STO, approved and signed by an authorized STO employee, approved as to form by STO counsel and placed in the U.S. Mail by the STO.
- 13.6 NO WORK SHALL BE COMMENCED AND NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED PURCHASE ORDER OR AN APPROVED WRITTEN CHANGE ORDER FROM THE STO.

#### 14. STO Network Access

Vendor shall not access any part of the STO network without prior written authorization. The Vendor may require or desire access to the STO network in order to provide the goods and/or services, in which case the Vendor shall advise the STO of the nature and purpose of the access needed and when access is required and by whom. In such case, the Vendor agrees to execute any STO required documents prior to initializing any access to the STO network. The Vendor agrees to ensure that all of its agents, employees or subcontractors that may access the STO network are fully-trained professionals who will not compromise the STO network. The Vendor further agrees it is liable for any damages suffered by the STO or the State of West Virginia as a result of

the breach of any agreement by or an act of any of its agents, employees and subcontractors.

#### 15. Confidential Information

In the event the Vendor has access to private and/or confidential information and/or data maintained by the STO or to which the STO has enabled access, Vendor agrees to maintain the confidentiality and security of the information and/or data and shall defend, indemnify and hold harmless the State of West Virginia and the STO against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, or any of its employees, agents, subcontractors or others permitted access by the Vendor. Vendor agrees to execute and be bound by the STO Non-Employee Non-Disclosure and Confidentiality Agreement, if requested by the STO. In the event HIPAA type of information is to be accessed by Vendor, Vendor agrees to execute and be bound by any document required by the STO.

### 16. Disclosure by STO

Vendor consents and agrees that any document or data it submits to the STO is a public document and may be copied and disseminated, without requiring any approval or authorization from the Vendor, unless exemptions under the West Virginia Freedom of Information Act (FOIA), W. Va. Code §29B-1-1 et seq., apply. If the Vendor believes a FOIA exemption is applicable, it shall so state on the document.

#### 17. Indemnification

Vendor shall indemnify and defend the West Virginia State Treasurer and his or her officers and employees for any and all losses, costs, claims, causes of action, suits, judgments, injuries, liabilities, penalties, damages and expenses including, without limitation, attorneys' reasonable fees and litigation expenses (each a Loss and, collectively, Losses) suffered, incurred or sustained by the STO or to which the STO becomes subject, resulting from, arising out of or relating to the purchase order, including, but not limited to: (1) Any claims or losses by any subcontractor, persons or firm performing or supplying any part or all of the goods and/or services in connection with the performance of the purchase order; (2) any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, agents or subcontractors; (3) any failure of the Vendor, its officers, employees, agents or subcontractors to observe state and federal laws, including, but not limited to, labor and wage laws; (4) a breach or nonperformance by Vendor of its duties, obligations, representations, warranties or covenants under the purchase order; and (5) any gross negligence or willful misconduct of the Vendor or its officers, employees, agents, representatives, subcontractors, delegates or affiliates, except to the extent the Losses are directly and solely caused by the gross negligence or willful misconduct of the STO or its officers, employees, agents or representatives. This right of indemnification inures solely to the West Virginia State Treasurer and shall not be assigned to or assumed by any other person or entity.

#### 18. Acceptance

All goods and/or services delivered pursuant to the purchase order must be accepted by the STO.

#### 19. Failure to Perform

- 19.1 Failure to perform in accordance with the purchase order issued pursuant the RFP/RFQ shall be cause for the Vendor to be found in default.
- 19.2 If the STO rejects the goods and/or services, in whole or in part, or if the STO determines performance does not comply with the purchase order, the STO shall notify the Vendor in writing of the rejection or non-compliance. The notice shall include a list of the issues, such as discrepancies with specifications or warranties, defects, lateness or nonconformance.
- 19.3 After notice of failure to perform has been sent, in its sole discretion, the STO may elect to exercise its right to terminate the purchase order or to have the Vendor remedy the problem within the time frame specified by the STO. Failure to cure within the time frame specified by the STO shall constitute default.
- 19.4 In the event of a default, the Vendor shall be liable for any damages suffered by the STO resulting from Vendor's default. The STO may: (1) obtain the goods and/or services from another entity, charge the re-procurement cost to the Vendor and terminate the purchase order; or (2) elect to have the Vendor deliver substitute goods and/or services.
- 19.5 The STO shall be obligated only for the goods and/or services rendered and accepted prior to the date of the notice of termination.
- 19.6 The STO may offset any expenses incurred as a result of the Vendor's default against any charges accruing to the STO as of the date of termination of the purchase order. If any progress payment has been made and the STO determines Vendor is in default, within thirty (30) days of the notice of termination the Vendor shall return to the STO all payments received to that time
- 19.7 Nothing shall preclude the STO from any other remedies to which it may be entitled.

#### 20. Assignment

The Vendor shall not assign, convey, transfer or delegate the purchase order, or any part thereof, nor any of its responsibilities and obligations or moneys due under the purchase order without the express written consent to the STO.

#### 21. Bankruptcy

In the event the Vendor files for bankruptcy protection, the STO may, in its sole discretion, consider the purchase order null and void and terminate the purchase order without notice.

#### 22. Subcontractors and Employees of Vendor

22.1 Vendor is solely responsible and liable for payment of all financial matters in connection with its employees, contractors and subcontractors, including,

without limitation, wages, salaries, taxes, withholding payments, workers' compensation, Social Security, penalties, fees, fringe benefits, insurance premiums, contributions to insurance, pension plans, licensing fees, and filing of any and all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall indemnify and hold harmless the STO, and shall defend the STO against any and all claims pertaining to the foregoing.

22.2 If required by the STO, Vendor shall disclose the names and addresses of any subcontractors it anticipates using in connection with the goods and/or services. Vendor shall obtain prior written authorization from the STO for any change in a subcontractor or a subcontract. Vendor submitting the Offer is the sole point of contact with regard to all matters involving the purchase order, including those involving subcontractors, and shall remain solely responsible for all goods and/or services provided under the purchase order. Vendor shall assume prime contractor responsibility for all goods and/or services under the purchase order.

#### 23. Independent Contractor

The relationship of the Vendor and the STO shall be that of an independent contractor and no principal-agent or employer-employee relationship is contemplated or created by the parties. The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees, representatives and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed to provide the goods and/or services. Neither the Vendor nor any of its employees, contractors or subcontractors shall be deemed to be employees of the STO for any purpose whatsoever.

# 24. Background Check by West Virginia Division of Protective Services

Pursuant to West Virginia Code §15-2D-3, the West Virginia Division of Protective Services (WVDPS) Director requires any Vendor whose employees are regularly employed on the grounds on 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 Vendor is responsible for any costs associated with the background inquiry. After the issuance of any purchase order pursuant to this RFP/RFQ, but before any Services are provided, Vendor shall submit a list to the WVDPS Director of all persons who will be physically present and working at the Capitol Complex or who will have access to sensitive or critical information. The STO reserves the right to prohibit a Vendor's employees or subcontractors from accessing sensitive or critical information or to be present at the Capitol Complex based upon results from the background check. The WVDPS Director may be contacted by phone at 304.558.9911.

#### 25. Costs, Fees and Payments

- 25.1 Costs and Fees paid will be based upon the amounts stated on the Offer form.
- 25.2 All payments shall be in arrears after acceptance of the goods and/or services, with the exception of software licenses, which may be paid after issuance of the purchase order and before delivery and/or installation, and subscriptions and

- software maintenance, which may be paid after issuance of the purchase order and before performance on an annual or quarterly basis.
- 25.3 Payments will be made as specified in the purchase order and in reliance of the Vendor's representations.
- 25.4 All shipping, handling, and other fees or expenses must be paid by the Vendor unless otherwise stated in the purchase order.
- 25.5 Progress payments may be made only if the purchase order authorizes them and ties them to performance benchmarks.
- 25.6 A minimum of a 10% retainage must be withheld for every progress payments. The last payment, including any retainage, will be made after acceptance of the goods and/or services by the STO.
- 25.7 Unless otherwise agreed in writing, the Vendor shall submit invoices for goods and/or services rendered to the STO at the address on the face of the purchase order. Invoices must be labeled "Invoice" and be in accordance with the purchase order.
- 25.8 Late payment interest and penalties shall be payable only in accordance with West Virginia law.
- 25.9 The STO reserves the right to continuously monitor and assess the performance of the Vendor and any of its subcontractors to ensure consistency with the objectives of the STO and compliance with the purchase order. If the STO, in its sole discretion, determines the Vendor or any of its subcontractors is not performing 100% of its obligations under the purchase order, the STO may penalize the Vendor by stopping, reducing or withholding any payments due under the purchase order until such time as the goods and/or services are deemed satisfactory by the STO. The STO shall not be obligated for the difference between any reduced or withheld payments and the amounts otherwise due under this Agreement, nor shall it be obligated to pay interest thereon. The STO may, in its sole discretion, pay such difference upon resolution of the issues, but nothing in the purchase order shall be construed to require such payment, nor shall the difference be considered a lien or claim against the STO or the State of West Virginia.

#### 26. Applicable Law

The laws of the State of West Virginia shall govern all rights and duties under the RFP/RFQ, the Offer and the purchase order, including, without limitation, the validity of the purchase order. All actions brought by either party in connection with the RFP/RFQ or the purchase order shall be filed in Charleston, West Virginia.

#### 27. STO Policies

27.1 Vendor shall advise its employees that the State of West Virginia and the STO require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

27.2 The Vendor, its officers, employees, agents and subcontractors agree to comply with the Civil Rights Act of 1964 and all other applicable laws (federal, state and local), rules, ordinances and regulations.

#### 28. Taxes

The Vendor shall pay any applicable sales, use, income, property or other tax arising out of the purchase order and the goods and/or services provided or performed. The State of West Virginia and the STO are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

RFQ No. STO1500000002

#### 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:**

WITNESS THE FOLLOWING SIGNATURE:

"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 compilance 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 exceed 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.

Vendor's Name: NCompace Marinoches
Authorized Signature: Date: X/19/2-14
State of WEST VIRCINA
County of, to-wit:
Taken, subscribed, and swom to before me this 19day of AVG05T, 201.4
My Commission explres November 9. 2020
AFFORMER STATE OF WEST VIRGINIA NOTARY PUBLIC Jocoph W. Brooks 151 Honoyeuckle Land Huntington, W 25701 My Commission Expires November 9, 2020

Date: 8/19/2014

Rev. 04/14

# ks 3045292621 >>

State of West Virginia

Application is made for 2.5% vendor preference for the reason checked:

# **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 Vendor Preference, if applicable.

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-

-		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% 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% 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,
	<b>4.</b> ✓_	Application is made for 5% 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% 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% 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.
	require agains or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty t such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ucted from any unpaid balance on the contract or purchase order.
	authori the red deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid juired business taxes, provided that such information does not contain the amounts of taxes paid nor any other informationed by the Tax Commissioner to be confidential.
	and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true courate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate les during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
	Bidder	nCompass Networks Signed:

Title: Sales Executive



4 Stonecrest Drive Huntington ,WV t. 304-529-6069 f. 304-529-2621

Number AAAQ6050

Aug 19, 2014 Date

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WV Office of the Treasurer Casey Richards

Bullding#:1 1900 KANAWHA BOULEVARD EAST CHARLESTON, WV 25305

United States of America (204) 241 0767 WV Office of the Treasurer Casey Richards Building#:1 1900 KANAWHA BOULEVARD EAST CHARLESTON, WV 25305

United States of America

(304) 341-0767

dchamber@ncompassnetworks.com

Phon	e (304) 341-0767		(304) 341-0767			
900	PAR		Description	(A)(A)	क्रिया विभावत	(हेर्स् <sub>र</sub> ) (ब्रेस् <b>ट</b> ©)
1	SFP-10G-LRM□	Cisco	10GBASE-LRM SFP MOD	8	\$382.75	\$3,062.00
2	WS-C4500X-16SF	Cisco	CTO CAT 4500-X 16PT 10G IP BASE FRONT BA	1	\$6,154.70	\$6,154.70
3	CON-SNT-WSC16S FX	Cisco	SMARTNET 8X5XNBD CATALYST 4500X 16PT	1	\$899.21	\$899.21
4	C4KX-PWR-750AC-R	Cisco	CATALYST 4500X750W AC FRONT TO BACK COOL	1	\$769.00	\$769.00
5	C4KX-PWR-750AC- R/2	Cisco	CTO CAT 4500X 750W AC FRONT TO BACK COOL	1	\$769.00	\$769.00
6	C4500X-16P-IP-ES	Cisco	IP TO ENT SVC LIC FOR 16PT CAT 4500-X	1	\$1,538.70	\$1,538.70
7	AIR-CAP2702I-A-K	Cisco	802.11AC CAP W/CLEANAIR 3X4:355 INT ANT	6	\$421.22	\$2,527.32
8		Cisco	2504 WLS CTRL W/ 5 AP LIC & PROMO 5 IOS	1	\$498.15	\$498.15
9	CON-SNT-AIRC5PR	Cisco	SMARTNET 8X5XNBD 2504 WLS CNTRL	1	\$139.88	\$139.88
10	•	Cisco	1 AP ADDER LIC FOR 2504 WLAN CTRL	1	\$98.58	\$98.58
11	R-PI21-SW-K9	Cisco	PRIME INFRASTRUCTURE 2.1 S/W	1	\$9.61	\$9.61
12	CON-ESW-PI21SW	Cisco	ESSENTIAL S/W PRIME INFRASTRUCTURE 2.1	1	\$2.50	\$2.50
13	L-PI2X-BASE	Cisco	PRIME INFRASTRUCTURE 2.X BASE LIC	1	\$36.02	\$36.02
14	CON-ESW-PI2XBA SE	Cisco	ESSENTIAL SW PRIME INFRASTRUCTURE 2.X	1	\$10.00	\$10.00
15	UCSS-UPIB-3-1	Cisco	PRIME INFRA BASE PASS 3YR	1	\$7.58	\$7.58
16	L-PI2X-LF-25	Cisco	PRIME INFRASTRUCTURE 2.X LIFECYCLE 25	1	\$1,135.61	\$1,135.61
17	CON-ESW-PI2XLF2	Cisco	ESSENTIAL SW PI 2.X LIFECYCLE 25 DEV LIC	1	\$324.00	\$324.00
18	UCSS-UPIL-3-25	Cisco	Prime Infra Lifecycle 25 PASS 3yr	1	\$238.88	\$238.88
19	WS-C2960XR-48LP D-I	Cisco	CATALYST 2960-XR 48 GIGE POE 370W 2X10G	5	\$3,950.00	\$19,750.00
20	PWR-C2-640WAC	Cisco	640W AC CONFIG 2 P/S	5	\$365.44	\$1,827.20
21	C2960X-STACK	Cisco	CAT 2960-X FLEXSTACK PLUS STACKING MOD	5	\$459.68	\$2,298.40
22	WS-C2960XR-48LP D-I	Cisco	CATALYST 2960-XR 48 GIGE POE 370W 2X10G	3	\$3,950.00	\$11,850.00
23	PWR-C2-640WAC	Cisco	640W AC CONFIG 2 P/S	3	\$365.44	\$1,096.32

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23	PWR-C2-640WAC	Clsco	640W AC CONFIG 2 P/S		3	\$365.44	\$1,096.32
24	C2960X-STACK	Cisco	CAT 2960-X FLEXSTACK F STACKING MOD	PLUS	3	\$459.68	\$1,379.04
25	CAB-STK-E-3M	Cisco	CTO FLEXSTACK 3M STAC	K CBL	. 3	\$76.94	\$230.82
						SubTotal	\$56,652.52
						Tax	\$0.00
						Shipping	\$0.00
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Accepted by	Date accepted			