



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

Purchase Order

PURCHASE ORDER NO.
IPT07C

PAGE
1

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CORRECT PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS PUR-
CHASE ORDER SHOULD BE DIRECTED
TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

RECEIVED

*423132115 304-746-4434
 POMEROY COMPUTER RESOURCES SAL
 4013 WASHINGTON STREET WEST

 CHARLESTON WV 25313

SHIP TO

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/10/2008		NET 30		611352158			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	01/03/2008	LS	205-16		.00000		
	INTERNET PROTOCOL VOICE (VOIP) COMMUNICATIONS						
	EQUIPMENT PER THE ATTACHED SPECIFICATIONS						
	EXHIBIT 3						
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 1/15/08..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JAN 10 2008
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
 TOTAL

APPROVED BY ATTORNEY GENERAL FOR
 ONE FISCAL YEAR
Dawn Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

JO ANN ADKINS 304-558-8802
 BY *JoAnn Adkins*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
	<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT
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<p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>					

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	AGENCY AS A CONDITION OF AWARD.						
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BY _____
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**FOR STATEWIDE CONTRACT FOR
CISCO INTERNET PROTOCOL VOICE COMMUNICATIONS
HARDWARE AND SOFTWARE OR EQUAL**

1. PURPOSE

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Office of Technology, hereinafter referred to as "WVOT", to establish a statewide contract for the procurement, installation, and on-going maintenance of Internet Protocol Voice (VoIP) communications equipment.

WVOT will be providing Core Voice Services and Redundancy to state agencies as part of the overall consolidation of Executive Branch agency's information technology resources. The services being provided will include teleconferencing, All Center agents, Emergency Responder, unified messaging/voice mail, failover redundancy and basic phone service.

The PO specifies Cisco name brand product(s), "or equal" specifically for the following reasons: the products we are requesting for purchase are a simple expansion of a pre-existing network/telephony hardware and software platform/system architecture. Any alternate products must seamlessly fit into, integrate with and interchange with the existing Cisco infrastructure investment with zero loss of feature functionality, and no infrastructure configuration changes.

2. GENERAL REQUIREMENTS

Throughout this section, **VENDOR** refers to the contracting company and **MANUFACTURER** is the company who actually manufactures the equipment.

2.1 For a Vendor to be eligible to qualify for an award, the Vendor **MUST** meet all of the requirements listed below. Successful Vendors will be qualified to submit bids for specific procurements during the life of the contract.

2.2 Any Vendor submitting bids **SHALL** be authorized to sell and service Cisco equipment covered under this contract. The Vendor **MUST** provide collaborating evidence that he is authorized by the manufacturer to sell and service his equipment.

2.3 The Vendor is solely responsible for all work performed under the contract and **SHALL** assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State **SHALL** consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.

2.4 The Vendor **MUST** inform the Contract Administrator, on a timely basis of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions.

2.5 The Vendor **MUST** accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this contract. Vendor **MUST** also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.

2.6 The Vendor **MUST** provide the Contract Administrator with usage reports including a summary of all equipment (regardless of dollar amount) sold under this contract including agency name, manufacturer, model/part number, WV-39 number, date received, install date, and total amount. These reports **MUST** be provided electronically.

2.7 The Vendor **MUST** provide their escalation procedures for problem resolution including time frames, contact names and phone numbers.

2.8 The Vendor **SHALL** have on staff two (2) manufacturer certified technicians for the products they are authorized to sell under this contract, each with a minimum of one-year experience, for the term of this contract. These certifications **MUST** be kept current, based on industry standards. Vendor **SHALL** provide copies of certifications and verification of experience for the staff who meet the requirements for the above services. If either of the two required technicians leaves the Vendor's employment, the Vendor **SHALL** be required to obtain a replacement within 30 days. The Vendor **SHALL** provide the replacement certifications to the Contract Administrator. Until a replacement is employed, the Vendor may not be permitted to bid on procurements under this contract.

4.0 SUPPORT REQUIREMENTS

4.1 The Vendor **SHALL** maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State, and accessible to all agencies who have purchased items from the Vendor under this contract. Personnel staffing the Vendor's support line **SHALL** be able to give competent technical assistance to agencies for all items purchased from the Vendor.

5.0 WARRANTY REQUIREMENTS

- 5.1 Warranty work SHALL be performed by a technician authorized by the manufacturer to service the equipment. During the term of the contract, a copy of the technician's certifications SHALL be made available upon request of the State.
- 5.2 If the agency specifies a particular warranty type and response time, if the Vendor responds, he is agreeing to meet the warranty provisions required in the agency's specifications.
- 5.3 If the agency specifies a particular warranty type and response time, the warranty SHALL apply to all equipment on the agency's bid request unless otherwise noted.
- 5.4 If the agency does not specifically address warranty coverage in its bid document, the Vendor SHALL, at a minimum, provide the manufacturer's mail-in warranty that includes parts and labor, at no cost to the State. Warranty SHALL cover all shipping costs to the manufacturer's designated repair depot, and for the equipment's return.
- 5.5 The Vendor is responsible for registering the equipment with the manufacturer for standard warranty and extended warranty coverage if specified in the agency specifications.
- 5.6 If the agency specifies on-site warranty, and the Vendor responds positively to the bid, the Vendor SHALL "fix" the equipment on-site. If the equipment is not repaired within eight (8) business hours, the Vendor SHALL supply a "loaner" of equal to or better than, speed and capacity, unless declined by the agency. Loaner equipment will be available to the agency to use until the original equipment is returned and working to the satisfaction of the agency. This loaner requirement applies to the switch, and any other major components. The Vendor will supply the switch, but the agency will be required to load any software over and beyond the software installed on the machine as originally purchased. The agency may request the Vendor to load additional software at their billable hourly rate.
- 5.7 If the equipment is mission critical, this requirement will be noted in the agency's bid specifications. A loaner SHALL be provided within 4 business hours to the agency until the hardware is repaired and meets the agency's satisfaction. The Vendor will be required to assist the agency in removing the software and data from the mission critical machine and loading the software and data on the loaner so that the machine can be up and running within 4 business hours, at no cost to the agency.
- 5.8 When a warranty call is made to the Vendor, the Vendor, after hearing the problem description by the agency, will try to work with the agency to resolve the problem over the phone. At their discretion, the agency can require the Vendor to come on-site to resolve the problem when the equipment has been purchased under an on-site warranty.
- 5.9 When the Vendor is required to come on-site, if the problem is determined to be a problem not related to the hardware and software supplied by that Vendor, they may bill the agency at their billable hourly rate for the time spent driving one-way to the user site and the time spent on-site. In the instance, the

agency SHALL be notified of the error and the Vendor's intent to bill for the call. If the agency disagrees with the cause, both the agency and the Vendor will document the situation and submit it to WVOT for review and resolution.

5.10 Upon completion of any warranty call, the Vendor SHALL provide the agency with a signed service report that includes, at a minimum, the date, a general statement of the problem, the serial number of the problem equipment, the action taken, any materials or parts replaced, the name of the technician who performed the repair, and the number of hours required to complete the repairs. There should also be a place for the agency to sign confirming that the warranty work was performed.

6.0 PURCHASING PROCEDURES

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

6.1 The agency identifies a need and provides specifications to the Contract Administrator.

6.2 The Contract Administrator reviews the specifications and if acceptable, puts the specifications out on the Bulletin Board.

6.3 Any questions regarding the specifications MUST be submitted to the Contract Administrator at least one working day prior to bid opening. The inquiry will be investigated and a determination will be made if clarifications or changes are required to the specifications and an addendum to the bid document is required.

6.4 The Vendor MUST respond by the response date and time specified on the bid. Any bids received after the stated response time will be disqualified.

6.5 The Vendor MUST meet all the agency's requirements in order to be considered for award. By responding to the bid, the Vendor is guaranteeing that they meet or exceed the requirements of the bid.

6.6 The Vendor MUST itemize each bid showing a) the manufacturer and manufacturer's model/part number; b) the unit cost; and c) the extended cost.

6.7 The Vendor MUST total his bid. In the instance where an error is made in the Vendor's math, the unit price SHALL prevail.

6.8 All Vendor quotes MUST be F.O.B. Destination with inside delivery.

6.9 All Vendor bids MUST be valid for a minimum of ninety (90) calendar days.

6.10 The costs quoted MUST match the invoice to insure timely payment.

7.0 MISCELLANEOUS

7.1 The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFQ, pursuant to West Virginia State Code, Section §5A-3-19.



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						TOTAL	

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