



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.
 WAN08B

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

INVOICE TO

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

VENDOR

*524114835 304-201-7485
 ALPHA TECHNOLOGIES INC
 PO BOX 1114

 SCOTT DEPOT WV 25560

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/19/2008		NET 30		550774279			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
0001	04/01/2008	EA	205-43		.00000		
PERIPHERAL DEVICES AND ACCESSORIES, COMPUTER SYSTEM SOFTWARE, AND SERVICES PER THE ATTACHED THIS CONTRACT IS TO BE IN ACCORDANCE WITH THE PURCHASE ORDER, THE ORIGINAL REQUEST FOR QUOTATION, ADDENDUM #1, AND THE RESPONSE TO THE REQUEST FOR QUOTATION AS PREPARED BY ALPHA TECHNOLOGIES. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON APRIL 1, 2008..... 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.							
						PURCHASING DIVISION CERTIFIED ENCUMBERED FEB 28 2008 <i>Beverly Toler</i>	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						OPEN END	
						TOTAL	

APPROVED FOR FISCAL YEAR
Samuel Whitefield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

NATHAN MITCHELL 304-558-8806
 BY *[Signature]*
 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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<p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							
						TOTAL	

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
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<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> <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>							

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	REV. 04/11/2001						
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WAN08

RFQ SPECIFICATIONS

FOR STATEWIDE CONTRACT FOR WIDE AREA NETWORK HARDWARE, SOFTWARE, AND SERVICES

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 support of wide area network (WAN) equipment.

The State of West Virginia currently has an installed base of Cisco edge devices. In addition, the State of West Virginia has Cisco as its standard for wide area network (WAN) routers. The distinction between the LAN and WAN environments is the difference between edge devices and core networking equipment. Any device that connects an agency's network to the State's backbone or a WAN, using for example frame relay, ATM, fiber or leased lines, MUST be a Cisco product per the State's standard.

With this in mind, the statewide contract resulting from this request will address only the State's networking needs for the procurement of equipment related to wide area networks (WAN) infrastructure.

This contract will not be used for the purchase of IP telephony equipment.

2. GENERAL REQUIREMENTS

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

2.1 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.

2.2 The vendor must have the capability of providing 7 day/week, 24 hour/day support of the hardware and software procured from this contract, and shall have the capability to provide remote diagnostics.

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 that are less than \$2,500. 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. This should be included with the Vendor's bid response.

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. The Contract Administrator may request proof of certifications at any time during the term of this contract.

2.9 Agencies may require additional specialized certifications on certain bids. The vendor must be able to provide technicians (either on staff or subcontracted) with the requested certification to be considered for award on those procurements.

2.10 The Vendor must agree to deliver and install all equipment on contract 30 to 45 days after receipt of a viable procurement document. If the vendor believes that delivery will be longer than 45 days, he must contact the agency within seven (7) business days after receipt of the order to discuss the reason for the delay and a new projected delivery date.

2.11 If the vendor is a reseller and is providing maintenance, they must be authorized to provide the agency with access to Cisco Technical Assistance Center (TAC).

2.12 The vendor must stock parts and spares locally in West Virginia for repair purposes. The vendor must provide the location where they will stock these parts and spares and describe the procedure on how and when the inventory will be restocked.

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 WAN08 Contract Administrator.

6.2 The WAN08 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 WAN07 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.

6.11 The Vendor MUST also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.

6.12 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.

7.0 On-line Tools

7.1 The Vendor must be capable of providing an online configuration tool that provides detailed product and service configurations including detailed pricing. Access to this tool should be made available to all State entities without purchase commitment. Please provide a description of how it works.

7.2 The Vendor must provide an online tracking tool that provides State agencies with the ability to track ship dates and invoicing information. Please describe.

7.3 During the term of the contract, the vendor may be asked to provide a secure online order placement tool that will give State agencies the option of online procurement. The Vendor SHOULD explain their security practices and experience with online order placement. The total amount of business transactions placed with online procurement in the past year SHOULD also be included.



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