



Response to:

RFQ IPT07

**Internet Protocol VOIP
Communications**

**Alpha Technologies
"Where Technology Talks"
725 1st Ave South
Nitro, West Virginia 25143**

Submitted: December 18, 2007

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



Alpha Technologies

Where Technology Talks
725 1st Ave. South
Nitro, WV 25143
(304) 201-7485

December 18, 2007

Ms. Jo Ann Adkins
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25205-0130

Dear Ms. Adkins:

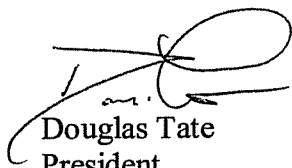
Alpha Technologies would like to thank you for the opportunity to present RFQ IPT07 for the Office of Technology. We are very excited about the possibility of obtaining a statewide contract for the procurement, installation and maintenance of VoIP communications equipment.

After reviewing the enclosed response, ALPHA is confident you will find our level of support and quality of service to meet your expectations. As a certified service-disabled veteran owned company, also headquartered here in the Charleston area we are looking forward to being a potential vendor of the State of West Virginia.

Please contact me at (304)552-0369/ (304) 201-7485 or by email at dtate@alpha-tech.us for additional information.

Once again, thank you for this opportunity.

Sincerely,



Douglas Tate
President
Alpha Technologies



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

Request for Quotation

RFQ NUMBER
IPT07

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ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

Alpha Technologies Inc.
725 1st Ave South
Nitro, WV 25143

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
12/03/2007						
BID OPENING DATE: 12/18/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-16		
INTERNET PROTOCOL VOICE (VOIP) COMMUNICATIONS						
EQUIPMENT PER THE ATTACHED SPECIFICATIONS						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 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.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE			DATE	
[Signature]		304-201-7485			18 Dec 2007	
TITLE		FEIN			ADDRESS CHANGES TO BE NOTED ABOVE	
President		55-0774279				

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



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

Request for Quotation

RFQ NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/03/2007						
BID OPENING DATE: 12/18/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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Department of Administration
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Charleston, WV 25305-0130

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RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/03/2007				

BID OPENING DATE: **12/18/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JO ANN ADKINS 42</p> <p>RFQ. NO.: IPT07</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE.

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



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

Request for Quotation

RFQ NUMBER
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ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/03/2007						
BID OPENING DATE: 12/18/2007		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
		304 -		201-2610		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Douglas Tate		
***** THIS IS THE END OF RFQ IPT07 ***** TOTAL: _____						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

RFQ
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 RFQ 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.

3.0 EXPERIENCE AND REFERENCE REQUIREMENTS

3.1 The Vendor's company SHALL have been in sales and service of the products types they are bidding for a minimum of five (5) years at the time of the bid opening. The Vendor SHALL submit documentation supporting how the company meets this requirement.

3.2 All vendors SHALL also provide three client references who have procured this type of equipment from the vendor. The reference information required is name, title, company, mailing address, telephone number, and e-mail address. At least one reference must be from within West Virginia.

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.

8.0 PROPOSAL FORMAT

All vendors who meet all of the mandatory requirements of this RFQ will qualify to participate in this statewide contract. The bid format should be as follows:

8.1 Title Page – This page should be a letter from the vendor stating the RFQ subject and number, the name of the vendor, the vendor's business address, telephone number, name of authorized contact person to speak on behalf of the vendor, and e-mail address of that contact person, and confirming that the vendor meets all mandatory requirements of the bid.

8.2 General Requirements – vendors must provide a) a letter from the manufacturer collaborating that the vendor is authorized to sell and service the equipment (2.1.2), escalation procedures for problem resolution (2.1.7); and c) evidence that the two technicians are certified to service the equipment and that they have one year of experience in the field.

8.3 Experience and References Requirements – The vendor should provide a) documentation supporting how long the company has been in business and how long they have been selling this type of equipment, and b) the required contact information for their three references.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: ALPHA TECHNOLOGIES INC

Authorized Signature: [Signature]

Date: 18 Dec 07

2.0 CISCO EQUIPMENT

- 2.1 Alpha Technologies Inc., hereinafter referred to as “ALPHA” meets all the requirements listed within this RFQ to sell and service Cisco Equipment.
- 2.2 Alpha Technologies Inc. is authorized to sell and service equipment manufactured by Cisco Systems Inc. ALPHA is a Cisco Premier Certified Partner with a specialization in Express Foundation. In order to obtain this level of partnership ALPHA had to meet the necessary sales and technical skill sets required to sell and service all VoIP communications equipment. Attached is a letter of authorization from Cisco Systems Inc.
- 2.3 Under the conditions outlined within this RFQ, ALPHA will assume the role of prime contractor for all services and products offered as well as primary point of contact for all contractual matters.
- 2.4 ALPHA will keep the Contract Administrator updated on new or planned offerings; discontinuance of products and any other information that will help the State make more informed decisions.
- 2.5 Alpha Technologies Inc. accepts all major credit cards as a preferred method of payment. Additionally, ALPHA is capable of supporting orders placed by email, phone, U.S. mail, facsimile and via paper form.
- 2.6 Alpha Technologies Inc. will provide all state agencies with usage reports listing equipment, agency name, manufacturer, model/part number, WV-39 number, date received, install date, and total amount in an electronic format.
- 2.7 Escalation Procedures:

Alpha Technologies Inc. conforms to all manufacturing escalation procedures including 90 days of initial support from Cisco Systems for all hardware and software issues. This support can be obtained by contacting either ALPHA or via Cisco TAC directly.

ALPHA conforms to all additional support contracts purchased by the vendor including all versions of Smartnet hardware and software support.

Additionally, should any problem arise, ALPHA staffs a Help Desk during core business hours as well as having an on call Engineer available after hours for support related issues.

For issues not related to technical problems, state agencies may contact staff members of ALPHA for resolution.

ALPHA also agrees to adjust its escalation procedures to conform with the vendors requirements including response times, tech onsite times, and vendor escalation times. Furthermore, ALPHA agrees to take the lead when issues are escalated to the vendor including but not limited to warranty exchange, equipment tracking, case notifications and updates.

If an adequate response is not obtained by using the numbers listed below the vendor may contact the Director of Business Development, Michael Rucker, and/or the President of Alpha Technologies, Douglas Tate, at 304-201-7485.

Contact numbers are:

Alpha Technologies Inc.	1-866-859-2410
Cisco Systems TAC	1-800-553-2447

- 2.8 Alpha Technologies Inc. currently maintains several Cisco Certified technicians as well as Cisco Certified Sales associates. We have included a report from www.cisco.com showing all currently registered certifications. Further proof of certifications can be provided as requested. Furthermore, ALPHA agrees to maintain at least two certified technicians at all times.

Alpha Technologies has been supplying voice services to customers including ourselves since 2001.

Additionally, Alpha Technologies has provided services to many large customers as a contractor to Cisco under the Cisco Professional Services umbrella including:

Sears, Washington DC Public School Systems and Steelcase Furniture

Due to contract stimulations contacting customers directly is not allowed, listed below is our Cisco Contact for these projects for verification:

Don Lucas
410-340-3226
donlucas@cisco.com

Alpha Technologies Inc can also be contacted directly as a Cisco Professional Services provider at dotate@cisco.com

3.0 EXPERIENCE AND REFERENCE REQUIREMENTS

- 3.1 Alpha Technologies Inc. has over 7 years of experience in Sales and Service of Voice over IP communications. Many of our customers have been customers since our beginning. Included with this RFQ is a copy of Article of Incorporation.

3.2 NGK Spark Plugs
Annette Spradling
IT Manager
1 NGK Drive
Sissonville WV 25312
304-988-0060 ext 2233
Aspradling@ngksparkplugs.com

H&R Block
Bill Bartley
CEO
168 Midland Trails
Hurricane WV 25526
304-562-5122
mceaalice@aol.com

The Clay Center
Laura Adkins
IT Manager
One Clay Square
Charleston WV 25301
304-561-3534
ladkins@theclaycenter.org

4.0 SUPPORT REQUIREMENTS

4.1 Alpha Technologies Inc. currently has a Toll Free number available to support all customers which is staffed during normal business hours between 8:00 a.m. and 5:00 p.m. for Monday thru Friday. Additionally, this number automatically rolls over to our on call technicians for support 24 hours a day, 7 days a week. During normal hours, our help desk is capable of providing competent technical assistance for related issues. If a problem arises that the help desk cannot address they have the ability to escalate the issue to a senior support person in order to gain complete resolution to all problems. Toll Free Number is 1-866-849-2410.

5.0 WARRANTY REQUIREMENT

- 5.1 All work will be performed by qualified technicians authorized by the manufacturer. Verification of authorization will be made available to the State upon request.
- 5.2 Alpha Technologies Inc. agrees to all warranty specifications outlined in the agency's request for service or product.
- 5.3 Any particular warranty specifications outlined by the agency will be adhered to unless specified within the RFQ and will be extended to all equipment outlined within the RFQ.

- 5.4 If no warranty is specified by the state agency, ALPHA will ensure the manufacturer's mail in warranty.
- 5.5 ALPHA agrees to register all equipment with the manufacturer for both standard and extended warranties.
- 5.6 ALPHA has read, understood and complies.
- 5.7 ALPHA has read, understood and complies.
- 5.8 ALPHA has read, understood and complies.
- 5.9 ALPHA agrees to provide the State with a preferred hourly rate for networking services at the hourly rate of \$90.00 per hour. These hours will be agreed upon before work is to be performed. However; if a dispute should arise with the State regarding the reported hours, we will document the situation and submit it to WVOT for review and resolution.
- 5.10 ALPHA will provide the agency with a signed service report that includes the date, general statement of the problem, the serial number of the problem equipment, the action taken, any materials and parts replaced, the name of the technician who performed the repair and the number of hours to complete the repairs. These service reports will be signed by an authorized State agency representative.

6.0 PURCHASING PROCEDURES

- 6.1 ALPHA has read, understood and complies.
- 6.2 ALPHA has read, understood and complies.
- 6.3 ALPHA has read, understood and complies.
- 6.4 ALPHA has read, understood and complies.
- 6.5 ALPHA has read, understood and complies.
- 6.6 ALPHA has read, understood and complies.
- 6.7 ALPHA has read, understood and complies.
- 6.8 ALPHA has read, understood and complies.
- 6.9 ALPHA has read, understood and complies.
- 6.10 ALPHA has read, understood and complies.

7.0 MISCELLANEOUS

- 7.1 ALPHA has read, understood and complies.



Cisco Systems, Inc.
1051 E. Cary Street
Richmond, VA 23219

December 10, 2007

To Whom It May Concern:

Please use this letter as confirmation that Alpha Technologies is a Premier Partner with Cisco Systems, Inc holding the Advanced Unified Communications specialization. As the Channel Account Manager, I am responsible for the Cisco Partners in West Virginia. Should you have any questions please do not hesitate to get in contact.

Sincerely,

Eric Berling
Channel Account Manager
Cisco Systems, Inc.
804-398-8551

Be id 172741 Partner Name Alpha Technologies Inc.

Site Id	Loc Name	Address Line 1	City	State	Postal Cod	Country	CAM	Contact Id	First Name	Middle Init	Last Name	Email	CCO	Logit Training IE	Certificatio	Cert Date	Expiry Date	Re-Cert Date	Certification Contact							
760199	Alpha Technologies Inc.	725 1st Ave South	Nitro	WV	25143	USA		1231950	Jonathan		Fernatt	jfernatt@aljfernatt1	CCO	CSO109	CCNP	Cisco Certi	5/21/2007	5/21/2010	5/21/2007							
								1231950	Jonathan		Fernatt	jfernatt@aljfernatt1		CSO109	BSCI2	Building Scalable Cisco Internetworks (#642-801-BSCI)										
								1231950	Jonathan		Fernatt	jfernatt@aljfernatt1		CSO109	CCNA	Cisco Certi	11/11/2005	5/21/2010	5/21/2007							
								1457592	Dennis		Hartmann	dhartmann		CSO100	CCNA	Cisco Certi	12/11/1998	9/14/2010	9/14/2007							
								1457592	Dennis		Hartmann	dhartmann		CSO100	LCSAIPC	Cisco Lifecycle Services Adv IP Communications (#646-228)										
								1457592	Dennis		Hartmann	dhartmann		CSO100	CCME2	IP Telephony Express (#642-143)										
								1457592	Dennis		Hartmann	dhartmann		CSO100	KBCPSCV	Cisco Voic	6/29/2001	7/25/2002								
								1457592	Dennis		Hartmann	dhartmann		CSO100	COS1	Cisco Optical Specialist 1 (#9E0-611)										
								1457592	Dennis		Hartmann	dhartmann		CSO100	CCVP	CCVP	8/12/2005	9/14/2010	9/14/2007							
								1457592	Dennis		Hartmann	dhartmann		CSO100	IP-TRBL5	IP Telephony Troubleshooting (#642-425)										
								1457592	Dennis		Hartmann	dhartmann		CSO100	CCIP	Cisco Certi	8/1/2002	9/14/2010	9/14/2007							
								1457592	Dennis		Hartmann	dhartmann		CSO100	QOS-OS	CQS-Cisc	7/26/2005	1/12/2008	1/12/2006							
								1457592	Dennis		Hartmann	dhartmann		CSO100	QOS-IPCC	CQS-Cisc	5/25/2006	5/25/2008	5/25/2006							
								1457592	Dennis		Hartmann	dhartmann		CSO100	QOS-IP	CQS-Cisc	7/25/2002	1/12/2008	1/12/2006							
								1457592	Dennis		Hartmann	dhartmann		CSO100	CSIDS3	Cisco Secure Intrusion Detection System (#9E0-100 CSIDS)										
								1457592	Dennis		Hartmann	dhartmann		CSO100	SVPN3	Cisco Secure VPN (#9E0-121 CSVPN)										
								1457592	Dennis		Hartmann	dhartmann		CSO100	CCIP-ME	CCIP Bulik	10/29/2002	10/29/2005	10/29/2002							
								1457592	Dennis		Hartmann	dhartmann		CSO100	ISSP	Information	11/21/2003	11/21/2003								
								1457592	Dennis		Hartmann	dhartmann		CSO100	CPT3-1	Cisco IP Telephony (#9E0-402 CPT)										
								1457592	Dennis		Hartmann	dhartmann		CSO100	IQOS	Implementing Cisco QOS (#642-642)										
1457592	Dennis		Hartmann	dhartmann		CSO100	CVOICE4	Cisco Voice Over IP Exam (#642-432 CVOICE)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	BSCI2	Building Scalable Cisco Internetworks (#642-801-BSCI)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	BSCI	Building Scalable Cisco Internetworks (#640-901 BSCI)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	CCIP-MP	CCIP Impl	8/1/2002	8/1/2005	8/1/2002															
1457592	Dennis		Hartmann	dhartmann		CSO100	DQOS	Deploying QOS in the Enterprise (#9E0-601 DQOS)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	CIPT	Cisco IP Tr	5/25/2001	5/25/2001																
1457592	Dennis		Hartmann	dhartmann		CSO100	CIPTIM	Cisco IP Tel Installation and Maintenance (#9E0-569)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	CCIE-R/S	CCIE Rout	1/12/2006	1/12/2008	1/12/2006															
1457592	Dennis		Hartmann	dhartmann		CSO100	CVOICE2	Cisco Voice Over Frame Relay,ATP and IP (#9E0-423 CVOICE)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	EVODD3	Enterprise Voice over Data Design (#9E0-411 EVODD)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	CPT3-4	IP Telephony Support (#642-444 CPT)																		
1457592	Dennis		Hartmann	dhartmann		CSO100	CCNP	Cisco Certi	5/4/2000	9/14/2010	9/14/2007															
1457592	Dennis		Hartmann	dhartmann		CSO100	CVOICE	Cisco Voic	6/29/2001	7/25/2002																
1457592	Dennis		Hartmann	dhartmann		CSO100	MCNS	Managing Cisco Network Security (#640-442 MCNS)																		
1318596	Richard		Johnson		rjohnson@	CSO101	BSCI	Building Scalable Cisco Internetworks (#640-901 BSCI)																		
1318597	Michael		Rucker II		mrucker@	CSO111	IPCAAM	Advanced IP Communications AM (#646-229)																		
1318597	Michael		Rucker II		mrucker@	CSO111	FOUNDATION	Foundation Express for AMs (#646-361) Exam																		

Rucker II	mrucker@:mruckerii	CSCO111:CSE-3.0	Cisco Sales Expert 3.0 (#646-203)		
Rucker II	mrucker@:mruckerii	CSCO111:CQS-AIPC CQS - Cisc	11/12/2007	11/12/2009	11/12/2007
Rucker II	mrucker@:mruckerii	CSCO111:CSE-3.0	Cisco Sales	3/19/2007	3/19/2007
Rucker II	mrucker@:mruckerii	CSCO111:CQS-CFES CQS- Cisc	5/2/2007	5/2/2009	5/2/2007
Rucker II	mrucker@:mruckerii	CSCO111:LCSEXP9: Cisc	Lifecycle Services Express Exam (#646-392)		
Schoolcratf	jschoolcratf	CSCO100:LCSEXP9: Cisc	Lifecycle Services Express Exam (#646-392)		
Schoolcratf	jschoolcratf	CSCO100: CQS-FSPS CQS - Cisc	5/18/2007	5/18/2009	5/18/2007
Schoolcratf	jschoolcratf	CSCO100: CCNA	Cisco Certi	8/17/1999	12/11/2010
Schoolcratf	jschoolcratf	CSCO100: FOUNDFE	Foundation Express for FEs (#642-381)	Exam	
Sluss	msluss@al:msluss@aaj	CSCO112: FOUNDFE	Foundation Express for SEs (#642-371)	Exam	
Sluss	msluss@al:msluss@aaj	CSCO112: CQS-FDS	CQS - Cisc	5/25/2007	5/25/2009
Sluss	msluss@al:msluss@aaj	CSCO112:LCSEXP9: Cisc	Lifecycle Services Express Exam (#646-392)		
Sluss	msluss@al:msluss@aaj	CSCO112: CCDA	Cisco Certi	5/22/2007	5/25/2010
Tate	sales@alpt: sales@alpt	CSCO112: CCNA	Cisco Certi	10/12/2007	10/27/2010
Tate	sales@alpt: sales@alpt	CSCO112: LCSAIPC	Cisco Lifecycle Services Adv IP Communications (#646 Y		
Tate	sales@alpt: sales@alpt	CSCO112: CCDA	Cisco Certi	10/18/2007	10/27/2010
Tate	sales@alpt: sales@alpt	CSCO112: IPCEE2	IP Contact Center Express Implementation Exam (#642- Y		
Tate	sales@alpt: sales@alpt	CSCO112: RMC	Cisco Rich Media Communications (#642-481)	Exam	Y
Tate	sales@alpt: sales@alpt	CSCO112: CQS-CUD	CQS- Cisc	10/27/2007	10/27/2009
Tate	sales@alpt: sales@alpt	CSCO112: CQS-DS	CQS-Cisc	10/19/2007	10/19/2009
Tate	sales@alpt: sales@alpt	CSCO112: CQS-IPCC	CQS- Cisc	10/25/2007	10/25/2009
Tate	sales@alpt: sales@alpt	CSCO112: UNITY6	Unified Communication for SEs Exam (UCSE #642-104 Y		
Tate	sales@alpt: sales@alpt	CSCO112: CVOICE4	Cisco Voice Over IP Exam (#642-432 CVOICE)		Y
Tate	sales@alpt: sales@alpt	CSCO112: IQOS	Implementing Cisco QOS (#642-642)		Y
Tate	sales@alpt: sales@alpt	CSCO112: EVODD6	IP Telephony Design Exam (#642-414)		Y
Tate	sales@alpt: sales@alpt	CSCO112: CQS-CRM	CQS - Cisc	10/26/2007	10/26/2009
Tate	sales@alpt: sales@alpt	CSCO112: CQS-CRM	CQS - Cisc	10/26/2007	10/26/2009

State of West Virginia



Certificate

*I, Ken Hechler, Secretary of State of the
State of West Virginia, hereby certify that*

the Articles of Incorporation of

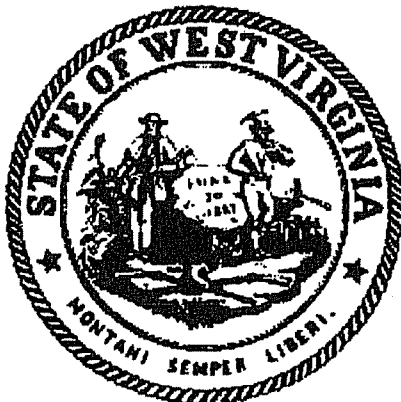
ALPHA TECHNOLOGIES INC.

conform to the provisions of West Virginia Code §§31-1-27 and 28, and are filed in my office.
I therefore declare the organization to be a Corporation for the purposes set forth in its Articles,
with the right of perpetual existence.

Therefore, I hereby issue this

CERTIFICATE OF INCORPORATION

for which I have attached a duplicate original of the Articles of Incorporation.



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
April 10, 2000*

A handwritten signature in cursive script, reading "Ken Hechler".

Secretary of State

Ken Hechler
Secretary of State
State Capitol, Suite 139-W
1900 Kanawha Blvd. E.
Charleston, WV 25305-0770



FILED
ADD 10/20/07
IN THE OFFICE OF
SECRETARY OF STATE

Penney Barker, Supervisor
Corporations Division
Tel: (304) 558-8000
Fax: (304) 558-0900
www.sos@secretary.state.wv.us
www.state.wv.us/sos/

Hrs: 8:30 am - 4:30 pm ET
FILE TWO ORIGINALS

WEST VIRGINIA
ARTICLES OF INCORPORATION

CTRL # _____

We, the undersigned, acting as incorporators according to West Virginia Code §31-1-27, adopt the following Articles of Incorporation for a West Virginia Domestic Corporation, which shall be perpetual:

1. The name of the **West Virginia corporation** shall be: Alpha Technologies Inc.
[The name must contain one of the words 'corporation', 'company', 'incorporated', 'limited', or an abbreviation of one of those words. WV Code §31-1-11]
2. The **physical address** (not a PO box) of the **principal office** of the corporation will be: 100 BENT TREE ESTATES
located in the County of: PUTNAM
The mailing address of the above location, if different, will be: PO BOX 1114
SCOTT DEPOT WV 25560
3. The **physical address** (not a PO box) of the **principal place of business in West Virginia** of the corporation will be: 100 BENT TREE ESTATES
located in the County of: PUTNAM
The mailing address of the above location, if different, will be: PO BOX 1114
SCOTT DEPOT WV 25560
4. The name and address of the **person to whom notice of process may be sent is:** Douglas Tate
100 BENT TREE ESTATES
SCOTT DEPOT WV 25560

5. This corporation is organized as: (check one below)

- ☐ NON-PROFIT, NON-STOCK (complete sections 7, 8, 10, 11, 12 & 13)
☒ FOR PROFIT (complete sections 6, 7, 8, 9, 10, 11, 12 & 13)

6. FOR PROFIT ONLY:

The total value of all authorized capital stock of the corporation will be \$ 1000.

The capital stock will be divided in 100 shares at the par value of \$ 10.- per share.

- ☐ Check here if the shares are to be divided into more than one class or if the corporation is to issue shares in any preferred or special class in series. [Additional statements are required within the articles of incorporation, and are attached.]

WEST VIRGINIA ARTICLES OF INCORPORATION

Page 2

7. The purposes for which this corporation is formed are as follows:

(Describe the type(s) of business activity which will be conducted, for example, "agricultural production of grain and poultry", "construction of residential and commercial buildings", "manufacturing of food products", "commercial printing", "retail grocery and sale of beer and wine". Purposes may conclude with words "... including the transaction of any or all lawful business for which corporations may be incorporated in West Virginia.")

COMPUTER MAINTENANCE AND CONSULTING AS WELL AS ANY TRANSACTION
OF LAWFUL BUSINESS FOR WHICH A CORPORATION MAY BE INCORPORATED

8. The provisions for the regulation of the internal affairs of the corporation (optional, check one if applicable):
[Non-profit organizations must attach statement required by IRS for 501(c) status approval.]

☒ are set forth in the bylaws
of the corporation;

☐ are attached and hereby set forth
in the articles of incorporation.

9. The provisions granting, limiting or denying preemptive rights to shareholders, if any, (check if applicable):

☐ are set forth in the bylaws
of the corporation;

☐ are attached and hereby set forth
in the articles of incorporation.

10. The full names and addresses of the incorporators, and the number of shares subscribed for by each are:

Name	Address: No. & Street / City, State, Zip	No. of Shares
Douglas Tate	100 Bent Tree Est. Scott Depot WV 25560	1000

11. The number of directors constituting the initial board of directors of the corporation is ONE, and the names and addresses of the persons who will serve as directors until the first annual meeting, or until their successors are elected and shall qualify are (attach additional page if necessary):

Name	Address: No. & Street / City, State, Zip
Douglas Tate	100 Bent Tree Est. Scott Depot WV 25560

12. The names of the individuals who will have signature authority on documents filed with the Secretary of State until the names of the president and secretary are filed on the annual report are:

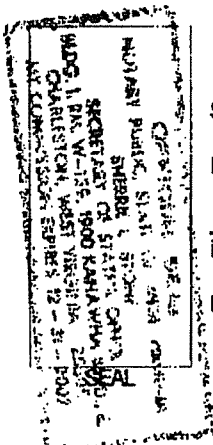
Douglas Tate

13. The number of pages attached and included in these Articles is 3.

14. **ACKNOWLEDGMENT:** [All incorporators must sign two originals, with names & signatures the same throughout the Articles. Documents with photocopied signatures cannot be accepted.]

We, the undersigned, for the purpose of forming a corporation under the laws of the State of West Virginia, do make and file this "Articles of Incorporation." In witness whereof, we have accordingly set our hands:

Date 4-10-00 Signatures: [Signature]



STATE OF WV COUNTY OF Kanawha

Sherrie Stone, a Notary Public, hereby certify that Douglas Tate

whose names are signed to the foregoing Articles of Incorporation, this day personally appeared before me and acknowledged their signatures.

My commission expires 12-31-07 Sherrie Stone, Notary Public