

State of West Virginia Request 101
Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for REONUMBER

ISCL0015

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KRISTA FERRELL 304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE TRIPLENET PRICING LLC PO BOX 83746

GAITHERSBURG, MD 20886

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE NETL 3.0	SHIP VIA TRUCK	F:O:B	FREIGHTTERMS PREPAID
08/25/2010 BID OPENING DATE:	09/16/2010		DPENING TIME 01	•30PM
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		FOR QUOTATION (RFQ) END CONTRACT		
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division,

is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



RFQ COPY

PO BOX 83746

TYPE NAME/ADDRESS HERE

TRIPLENET PRICING LLC

GAITHERSBURG, MD 20886

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

Request for Quotation

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 104-558-259<u>6</u>

DEPARTMENT OF ADMINISTRATION

IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

304-558-5914

25305-0135

DATE PRINTED TERMS OF SALE SHIP VIA FOR FREIGHT TERMS TRUCK NET 30 PREPAID 08/25/2010 BID OPENING DATE: 09/16/2010 BID OPENING TIME -30 PM CAT. QUANTITY... LINE UOP ITEM NUMBER UNIT PRICE AMOUNT I HEREBY ACK中OWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, LTC. ADDENDUM NO. S: MO. 1 NO. 2 INTO. 3 NO.4MO. 5 UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. Vendor must clearly understand that any verbal REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY PRAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE information issued in writing and added to the SPECIFICATIONS BY AN OFFICIAL ADDENDED IN IS BINDING. SIGNATURE TRIPLENET PRICING LLC COMPANY 09-13-2010 DATE SEE REVERSE SIDE FOR TERMS AND CONDITIONS 877**-**330-9594 <u>9-13-2010</u> ADDRESS CHANGES TO BE NOTED ABOVE 263763030 SALES



VENDOR

RFQ COPY

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GAITHERSBURG, MD 20886

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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 804-558-2596

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST

CHARLESTON, WV 25305-0135 304-558-5914

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TRIPLENET PRICING LLC

GAITHERSBURG, MD 20886

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

Request for

RFQ NUMBER ISCL0015

ADDRESS CORRESPONDENCE TO ATTENTION OF

RISTA FERRELL 304-558-2596

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305-0135

304-558-5914

DATE PRINTED TERMS OF SALE SHIP VIA FOR FREIGHTTERMS NET 30 TRUCK PREPAID 08/25/2010 BID OPENING DATE 09/16/2010 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER AMOUNT UNITPRICE TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A \$PENDING 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 TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATE\$ 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. 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 authoritation for shipment, a second copy MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. the terms and conditions contained in this contract \$hall 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS 9-13-2010 SIGNATURE TELEPHONE 877-330-9594 4 ADDRESS CHANGES TO BE NOTED ABOVE SALES 263763030



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

ISCL0015

ADDRESS CORRESPONDENCE TO ATTENTION OF KRISTA FERRELL <u> 804-558-2596</u>

DEPARTMENT OF ADMINISTRATION

IS&C - DATA CENTER MANAGER BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305-0135

304-558-5914

RFO COPY TYPE NAME/ADDRESS HERE TRIPLENET PRICING LLC PO BOX 83746 GAITHERSBURG, MD 20886

DATE PRINTED TERMS OF SALE SHIP VIA FREIGHT TERMS 08/25/2010 NET 30 PREPAID BID OPENING DATE: TIME 09/16/2010 RID OPENING 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 05/26/2009 PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC 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 AGENCY AS A CONDITION OF AWARD. EXHIBIT 4 UNLESS THE VENDOR INDICATES LOCAL GOVERNMENT BODIES: IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST ¢LEARLY INDI¢ATE \$UCH REFUSAL IN HIS BİD. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER. REV. 3/88 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WA\$HINGTON STREET, EAST SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE 877-330-9594 9-13-2010 ^{FEIN} 2637,63030 SALES ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL B04-558-2596

DEPARTMENT OF ADMINISTRATION IS&C - DATA CENTER MANAGER

BUILDING 6, ROOM B110 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305-0135

304-558-5914

RFQ COPY TYPE NAME/ADDRE	SS HERE
TRIPLENET PRIC	
PO BOX 83746	
GAITHERSBURG,	MD 20886

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Triplenet Pricing LLC
PO BOX 83746
Gaithersburg, MD 20886
Tell 877-330-9594
Fax # 301-576-8476
Email sales@triplenetpricing.com
Fed ID# 263763030

Specifications

- 1. Agency requires cases each containing eight (8) bottles of Enhanced Printing toner, IBM part number 1402833.
- 2. Agency requires cases each containing two (2) bottles of Enhanced Printing Developer, Version 2, IBM part number 69G7379.
- 3. Orders shall be scheduled for automatic monthly shipments on or before the 15th of every month. Failure to deliver by 15th of each month could result in the cancellation of the contract.
- 4. Vendor must be capable of delivering an additional one-half of the monthly shipment via next-business-day shipping in the event of critical shortage.

 Vendor will be notified of critical shortage by 12 p.m.
- **Maintenance vendor requires genuine IBM parts OR EQUAL

Part number	Description	Expected Volume	Price per Case	Monthly Cost
1402833	1 case of toner	8 Cases/month	\$405.02	\$3,240.13
69G7379	l case of developer	2 Cases/month	\$820.97	\$1,641.94

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.			for the reason checked: ously in West Virginia for four (4) years immediately preced-
	business continuously in West Virginia for four (4) ownership interest of Bidder is held by another ind) years imme lividual, partr	dor and has maintained its headquarters or principal place of diately preceding the date of this certification; or 80% of the tership, association or corporation resident vendor who has ontinuously in West Virginia for four (4) years immediately
interference of the contract o	Bidder is a nonresident vendor which has an affilial	n <mark>ç</mark> ipal place d	ry which employs a minimum of one hundred state residents of business within West Virginia continuously for the four (4)
2.	Application is made for 2.5% resident vendor Bidder is a resident vendor who certifies that, du working on the project being bid are residents of V immediately preceding submission of this bid; or,	ıring∖the life Vest Virginia	for the reason checked: of the contract, on average at least 75% of the employees who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headque minimum of one hundred state residents who ce	mum of one uarters or\pri rtifies that, di employees a	hundred state residents or is a nonresident vendor with an noipal place of business within West Virginia employing a uring the life of the contract, on average at least 75% of the residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor p Bidder meets either the requirement of both subd	reference f ivisions (1) a	the reason checked: nd(2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor Bidder is an individual resident vendor who is a vet and has resided in West Virginia continuously t submitted; or,	eran of the U	who is a veteran for the reason checked: nited States armed forces, the reserves or the National Guard rears immediately preceding the date on which the bid is
6.	purposes of producing or distributing the commod	e United Sta lities or comp on average a	tes armed forces, the reserves or the National Guard, if, for leting the project which is the subject of the vendor's bid and it least seventy-five percent of the vendor's employees are
require against or dedu	ments for such preference, the Secretary may orde such Bidder in an amount not to exceed 5% of the cted from any unpaid balance on the contract or pu	er the Directo bid amount urchase orde	1
authoriz the req deeme	res the Department of Revenue to disclose to the Di uired business taxes, provided that such information d by the Tax Commissioner to be confidential.	rector of Puro on does not o	nably requested information to the Purchasing Division and thasing appropriate information verifying that Bidder has paid contain the amounts of taxes paid nor any other information
and ac	penalty of law for false swearing (West Virginic curate in all respects; and that if a contract is es during the term of the contract, Bidder will	issued to I	-5-3), Bidder hereby certifies that this certificate is true Bidder and if anything contained within this certificate urchasing Division in writing immediately.
Bidder	TRIPLENET PRICING LLC	Signed:_	Coffs
Date: _	09-13-2010	Title:	SALES

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No.	ISCL0015
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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 exceed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: <u>TRIPLE</u>	ENET PRICING LLC		_
Authorized Signature:	as & for	Date: 09-13-2010	
State of	/		
County of KINGS	, to-wit:		
Taken, subscribed, and swo	rn to before me this 13 day of 13	SEPTEMBER , 2010.	
My Commission expires	No. 01SC6086679	, 20	
AFFIX SEAL HERE	Qualified in Kings County My Commission Expires 5/25 NOT	RY PUBLIC	