



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  
**ISCM0022**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**IE, Limited  
 CP House  
 97-107 Unbridge Rd  
 London, W5 5TL**

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV  
 25305 304-558-5472

DATE PRINTED <b>08/11/2011</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>09/01/2011</b>	BID OPENING TIME		<b>01:30PM</b>	

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-45		
<p><b>MISC. SOFTWARE</b></p> <p style="text-align: center;"><b>REQUEST FOR QUOTATION (RFQ)</b></p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH LICENSES AND YEARLY MAINTENANCE FOR IE PRODUCTS (OR EQUAL) PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/22/2011 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS</p>						

RECEIVED  
 SEP-1 A 10:01  
 COMMUNICATION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>+44 208326 3491</b>	DATE <b>30th August 2011</b>
TITLE <b>CFO.</b>	FEIN <b>251920852</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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](http://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).



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  
**ISCM0022**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**IE, Limited  
 CP House  
 97-107 Oxbridge Rd  
 London, W5 5TL**

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV  
 25305 304-558-5472

DATE PRINTED <b>08/11/2011</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>09/01/2011</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO. 1 .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>+44 2085263491</b>	DATE <b>30th August 2011</b>
TITLE <b>CFO</b>	FEIN <b>251920852</b>	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  
**ISCM0022**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**1E, Limited  
 CP House  
 97-107 Unbridge Rd  
 London, W5 5TL**

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV  
 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/11/2011				

BID OPENING DATE: **09/01/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE <i>[Signature]</i></p> <p>.....            COMPANY <b>1E LTD.</b></p> <p>.....            DATE <b>30th August 2011</b></p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>144 208 326 3491</b>	DATE <b>30th August 2011</b>
TITLE <b>CFU</b>	FEIN <b>251920852</b>	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

REQ NUMBER:  
**ISCM0022**

PAGE:  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**KRISTA FERRELL**  
**304-558-2596**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**LE, Limited**  
**CP House**  
**97-107 Unbridge Rd**  
**London, WS 5TL**

SUPPLIER

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV  
 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/11/2011				

BID OPENING DATE: **09/01/2011**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID  BUYER: KRISTA FERRELL-FILE 21 RFQ. NO.: ISCM0022 BID OPENING DATE: 09/01/2011 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <b>917-339-7333</b> ----- CONTACT PERSON (PLEASE PRINT CLEARLY): <b>Penny Byerley</b> -----  ***** THIS IS THE END OF RFQ ISCM0022 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE <b>+142083263491</b>	DATE <b>30th August 2011</b>
TITLE <b>efu</b>	FEBN <b>251920852</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## Licenses – Cost Quote

Licenses	Number of Licenses	Cost Per Unit	Total Cost (1 year maintenance included)
*1E Nomad Enterprise	5,000	\$11.25	\$56,250.00
*1E WakeUp	5,000	\$5.63	\$28,150
*1E NightWatchman	5,000	\$5.63	\$28,150
<b>A – TOTAL COST</b>			<b>\$112,550</b>

\* Or equal

## MAINTENANCE ALIGNMENT

Licenses	Number of Licenses	Cost Per Unit	Total Cost (End of Year 1 through January 18, 2013)
1E WakeUp	5,000	\$1.15 / per year	\$7,482.88*
1E NightWatchman	5,000	\$1.16 / per year	\$7,547.95*
<b>B – TOTAL ALIGNMENT COST</b>			<b>\$15,030.83</b>

\* PRO-RATED BASED ON 9/30/11 PURCHASE DATE

<b>GRAND TOTAL (A + B)</b>	<b>\$127,580.83</b>
----------------------------	---------------------



RFQ No. ISCM0022

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.

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: IE LTD

Authorized Signature: [Signature] Date: 30th August 2011

State of LONDON

County of UK, to-wit:

County  
Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of AUGUST, 2011.

My Commission expires 31<sup>st</sup> OCTOBER, 2011.

(PRACTISING CERTIFICATE)

AFFIX SEAL HERE

NOTARY PUBLIC  
(SOLICITOR) [Signature]  
(BEN DAVIES)

PRINCE EVANS SOLICITORS LLP  
CRAVEN HOUSE  
40-44 UXBRIDGE ROAD  
LONDON W5 2BS