



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
 ISCF0097

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - DIVISION DIRECTOR
 ONE DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/13/2006				

BID OPENING DATE: 06/21/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 3		
				THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS RECEIVED CONCERNING THE ABOVE RFQ PER THE ATTACHED PAGES.		
				BID OPENING DATE IS EXTENDED TO 06/21/2006 BID OPENING TIME REMAINS 1:30PM		
				***** END ADDENDUM NO. 3 *****		
0001	1	LS		915-77		
				PROVIDE LATTA CROSSING PER THE ATTACHED (RFQ) SPECS		
				***** THIS IS THE END OF RFQ ISCF0097 ***** 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'

**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 registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
 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 is automatically null and void, and is 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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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. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.

ADDENDUM

Part 1: General Information, 1.1: Since this is an RFQ and not an RFP, what is the specific service being requested since OC-3, MPLS, and VPLS-Level 2 are all mentioned as viable options? FiberNet would like confirmation or clarification.

Please delete the other options. The vendor will be expected to replace the current OC-3's with like raw OC-3's.

Part 1: General Information, 1.1: Since the facility being requested connects ATM equipment in different LATA's, the throughput and utilization information would be provided by the ATM equipment. The winning vendor could request this information on behalf of the State or the State could request this information directly. FiberNet would like confirmation or clarification.

The winning vendor is required to get the CLLI codes and ATM specifics from Verizon. The Vendor is also required upon receiving a written request from the State to obtain actual traffic utilization reports. The State will provide a written request that Verizon provide said information to the winning Vendor.

Part 1: General Information, 1.2: A vendor could assume that the State is responsible for coordination with their ATM equipment vendor. The winning vendor would be responsible for connection to the ATM equipment but not for the ATM equipment itself. Vendors could also assume that the State is responsible for coordinating all ATM and Frame Relay PVC's and SVC's between the ATM equipment as has been true in the past. FiberNet would like confirmation or clarification.

The winning vendor is responsible for all coordination with Verizon to ensure reliable transition and nominal downtime as required. The State will continue to coordinate PVC's and SVC's and UBR's VBR's and CBR's as we do today. WVNET handles the majority of this work and will continue to through the length of this contract.

Part 3: Procurement Requirements, 3.1.1 and 3.1.2: Vendors could assume that "INTEREXCHANGE TELECOMMUNICATIONS" should be interpreted as a point-to-point OC-3. FiberNet would like confirmation or clarification.

It is a point to point OC-3 that is required; all other options are to be disregarded.

Part 3: Procurement Requirements, 3.1.1 and 3.1.2: FiberNet questions the accuracy of the CLLI codes provided for Clarksburg, Charleston, Hagerstown, and Bluefied. FiberNet would like confirmation or clarification.

The winning Vendor is required to obtain this information.

Part 3: Procurement Requirements, 3.1.6: Upgrade will be dependent upon whether the ATM switch vendor can support the greater bandwidth needs. FiberNet would like confirmation or clarification.

The State understands that increases in bandwidth will require cooperation from Verizon.

Part 3: Procurement Requirements, 3.1.8 Vendors could assume that this does not include transport facility equipment necessary to provide the transport. FiberNet would like confirmation or clarification.

It does include all transport requirements necessary to do a like replacement of today's existing OC-3's.

Part 3: Procurement Requirements, 3.2.1: Vendors would assume correct CLLI codes. FiberNet would like confirmation or clarification.

It is the Vendor's responsibility to verify the CLLI codes.