



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
MPLS07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

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
01/08/2007				

BID OPENING DATE: 02/28/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				TO ALLOW QUESTIONS TO BE SUBMITTED IN WRITING UNTIL 4:00 PM ON 1/9/07. QUESTIONS MAY BE SUBMITTED BY E-MAIL TO RPRICE@WVADMIN.GOV OR BY FAX TO 304-558-4115.		
				TO EXTEND THE BID OPENING DATE FROM 2/8/07 TO 2/28/07		
				COPY OF WV-96 IS ATTACHED TO ADDENDUM		
0001	1	LS		205-18		
				MULTI PROTOCOL LABEL SWITCHING (MPLS) VIRTUAL		
				***** THIS IS THE END OF RFQ MPLS07 ***** 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 \$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 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.

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

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: MPLS07 Date: 1-5-2007

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>AT&T</u> <u>Terri Zbasnik</u>	<u>635 Grant St 7th Fl.</u> <u>Pittsburgh, PA 15219</u>	T: <u>412-642-7128</u> F: <u>512-646-3778</u>
2. <u>AT&T</u> <u>Noreen Roy</u>	<u>635 Grant St 7th Fl.</u> <u>Pgh, PA 15219</u>	T: <u>412-227-7052</u> F: <u>210-893-2185</u>
3. <u>AT&T</u> <u>Al Gajwani</u>	<u>1367 Willowbrook Rd</u> <u>Bele Vernon PA 15012</u>	T: <u>724-379-5304</u> F: <u> </u>
4. <u>Qwest</u> <u>Paul Matsikas</u>	<u>170 Winding Ln</u> <u>Avon CT 06001</u>	T: <u>860 404 0546</u> F: <u>860 673 4862</u>
5. <u>Qwest</u> <u>Scott MacCly</u>	<u>499 Mountain Road</u> <u>Suite 100</u> <u>West Hartford, CT</u> <u>06117</u>	T: <u>860-561-8647</u> F: <u>Emil Scott, Marcela @ Qwest.com</u>
6. <u>Frontier</u> <u>Lisa Leakey</u>	<u>PO Box 1902</u> <u>New Holland PA 17557</u>	T: <u>717-355-7363</u> F: <u>Femail - Lisa Leakey @ frontiercorp.com</u>
7. <u>Frontier</u> <u>Chruen Lempike</u>	<u>137 HARRISON ST</u> <u>Gloversville, NY 12078</u>	T: <u>(518) 773-6656</u> F: <u>cltempred@zen.com</u>
8. <u>Qwest</u> <u>Jeanne DeSolmeayx</u>	<u>311 Tenth Street</u> <u>New Cumberland, PA 17070</u>	T: <u>(717) 774-0714</u> F: <u>JDeSolmeayx@qwest.com</u>
9. <u>ALCATEL-LUCENT</u> <u>BRE THOMPSON</u>	<u>26 ARROWWOODS</u> <u>WHEELING WV</u>	T: <u>304 312-6778</u> F: <u>BRE.Thompson@alcatel.com</u>
10. <u>Qwest</u> <u>Doug Fast</u>	<u>6000 Parkwood</u> <u>Columbus, OH 43016</u>	T: <u>614/215-6318</u> F: <u>doug.fast@qwest.com</u>

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

Pre-Bid Conference
SIGN IN SHEET

[Please Print]

Request for Proposal No.: _____ Date: _____

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>Tom Thompson</u> <u>COTYNET</u>	<u>230 CAPITOL ST ST 200</u> <u>CHARS. WV 25301</u>	T: <u>391-5921</u> F: <u>342-3795</u>
2. <u>Drew Romero</u> <u>citynet</u>	<u>113 Platinum Dr St B</u> <u>Bridgport, WV 26330</u>	T: <u>848-5415</u> F: <u>848-5410</u>
3. <u>Chuck Hirst</u> <u>ATS</u>	<u>107 Eskimo Ln</u> <u>Scott Depot WV 25560</u>	T: <u>757-6542</u> F: <u>301-4287</u>
4. <u>GREG FLORENCE</u> <u>INTEL</u>	<u>500 Summers</u>	T: <u>414-5365</u> F: _____
5. <u>Paul Rhein</u> <u>Intelos</u>	<u>500 Summers St. Suite 200</u> <u>Chas. WV. 25301</u>	T: <u>421-8078</u> F: <u>414-2244</u>
6. <u>Randy Poe</u> <u>INTEL</u>	<u>Waynesboro VA</u>	T: <u>540-241-3084</u> F: _____
7. <u>JACK BELCHER</u> <u>FIBERNET</u>	<u>211 LEON SULLIVAN WAY</u> <u>CHARLESTON WV. 25301</u>	T: <u>720-2198</u> F: <u>720-1606</u>
8. <u>MARK WILLIAMSON</u> <u>CISSCO SYSTEMS</u>	<u>200 ASSOCIATION DR.</u> <u>CHARLESTON, WV</u>	T: <u>340-2760</u> F: _____
9. <u>HOLLY WILSON</u> <u>SPRINT NEXTEL</u>	<u>121 LAKEVIEW DR</u> <u>CROSS LANES, WV 25313</u>	T: <u>304-769-2700</u> F: <u>304-769-2750</u>
10. <u>Ed Ward</u> <u>WV NET</u>	<u>837 Chestnut Ridge Rd.</u> <u>Morgantown, WV 26505</u>	T: <u>304-293-592</u> F: <u>304-293-5540</u>

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