



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:  
 SELECT07

PAGE:  
 1

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

VENDOR

SHIP TO

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

DATE PRINTED 03/16/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/12/2007			BID OPENING TIME	01.30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2*****						
1. QUESTIONS AND ANSWERS ATTACHED. (2 PAGES)						
*****END OF ADDENDUM NO. 2*****						

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.

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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. **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

SELECT07  
Questions & Answers

1	Q	<p>We understand that the State of WV would like to modify the terms under the Microsoft Select Agreement (which was included in your RFP) and it is a requirement of the RFP to sign the Agreement Addendum). This Agreement Addendum is written for signatures between CompuCom and the State and has excluded Microsoft. Microsoft does not modify their Select Agreement and even if they did, the modification would need to be between Microsoft and the State, not the State and CompuCom. It appears CompuCom will be in non-compliance if we do not sign this form and submit it with our proposal. Or is it meant to be that the State of WV is asking us to sign a fulfillment contract with them? If this is the case is there an additional contract that we need to sign or is it only the attached document? Please provide clarification regarding the Agreement Addendum, as if we respond we will be non-compliant Finally, if there is additional paperwork for signature please forward to me for review.</p>
	A	<p>The State does not want to modify the Microsoft Select Agreement; that agreement has already been negotiated and signed by the State and Microsoft. The Agreement Addendum (WV-96) is required if the vendor offers any terms and conditions in their response. If, on the other hand, the vendor responds with just the pricing and does not offer any terms and conditions, the WV-96 is not required.</p> <p>The only paperwork that requires a signature is the bid, the WV-96 (if applicable), the No Debt Affidavit, and after award, the Microsoft Change of Channel Partner form to be signed by the State, Microsoft and the LAR.</p>
2	Q	What type of pricing information is requested on the pricing page?
	A	Each of the pricing information requests must be a discount from list amount.
3	Q	Typically does the state of WV invest in software assurance with Microsoft? I realize this could change in the future but every state that I work with is different so any input you have on the state's philosophy regarding Software Assurance would be helpful.
	A	Some agencies in the State invest in software assurance but most do not.
4	Q	Regarding other software products (Symantec, McAfee, Novell, etc.) does the state of WV offer each project/software need out to bid to several resellers or is this taken care of with a master contract with 1 LAR?
	A	The State currently has a Master contract with Novell and we procure from them directly. We are in the process of negotiating a Master

		agreement with Symantec but it is not completed. Currently, we have different contracts and different resellers for each. When the State standards are determined, we will pursue a contract with a single LAR.
5	Q	Lastly, I apologize if I'm stating the obvious but please note that you can download all software off of a select agreement from MVLS for free (thus eliminating the need for CD-Rom Kits). You may still want the hard copy CD but I just wanted to make sure I pointed this out to you in case no one else had.
	A	We are aware of the download option but some of our agencies prefer to have the hard copy CD.
6	Q	Can you please detail the RFQ process?
	A	The State prepares an RFQ to provide LAR services to the State. The RFQ is posted in the Purchasing Bulletin. The vendors are given an opportunity to ask questions. The State responds. The vendor then submits their bid at or before the bid opening date. The State opens the bids and awards to the lowest responsive bidder who meets all the mandatory requirements.
7	Q	Will you be sending out a part 2 of the RFQ with the MS products and quantities that you will require/renewing?
	A	No. The Microsoft Select Agreement is used by all State agencies and counties and municipalities. The current contract contains all Microsoft desktop and server software.