



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
ISCG0183

PAGE
1

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

SUPPORT

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/24/2007				

BID OPENING DATE: **08/15/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-84		
<p>TELECOMMUNICATIONS MANAGEMENT SOLUTION</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A TELAMANAGEMENT SYSTEM THAT AUTOMATES TELECOMMUNICATIONS NETWORK OPERATIONS AND MANAGEMENT FUNCTIONS TO HELP IMPROVE SERVICES AND MAXIMIZE PROFITABILITY FOR OUR FACILITY. SEE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, INSTALLATION/ LABOR, MATERIALS, ETC. DEADLINE FOR TECHNICAL QUESTIONS IS FRIDAY, AUGUST 3, 2007 AT 9:00 AM. ALL TECHNICAL QUESTIONS, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE PROCESS FOR SUBMITTING A BID TO THE STATE OF WEST VIRGINIA MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND ARE NOT CONSIDERED TECHNICAL QUESTIONS. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, WHERE/HOW/WHEN TO</p>						

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SIGNATURE	TELEPHONE	DATE
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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. 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



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<p>SUBMIT A BID, FORMS, NUMBER OF ADDENDUMS, ETC.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST</p>						

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<p>ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES 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.</p> <p>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 AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL 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 ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>						

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<p>CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH 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.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH</p>						

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<p>HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE</p>						

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<p>CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p>						

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	(REV. 12/00)					
	NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	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.:		ISCG0183			
	BID OPENING DATE:		08/15/2007			
	BID OPENING TIME:		1:30 PM			
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					

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WV OFFICE of TECHNOLOGY
REQUEST FOR QUOTATION (ISCG0183)
TELECOMMUNICATIONS MANAGEMENT SOLUTION

Background

The West Virginia Purchasing Division for the agency, the West Virginia Office of Technology (WVOT), is soliciting bids from qualified vendors, to provide a tele-management system compatible with the existing Cisco Enterprise IPT Cluster for MS Windows Version 5 and 6 that automates telecommunications network operations and management functions to help improve services and maximize profitability for our facility. The system must not only provide call information made by our staff, but must also provide a means to realize a profit margin on these calls and help manage the deployment of IP telephony. We are standardized on Cisco's IP telephony the system must be capable of tracking all call accounting information; collecting, processing and pricing call record detail from Cisco's CallManager Publisher MS Version 5.

Basic Solution Requirement

The WVOT requires that the vendor bid ISI Tele-management's Infortel Select or equivalent solution Equivalent meaning having all feature and functionality band seamless operation in the **existing** Cisco Enterprise IPT environment. The proposed bid must be a verified solution in the Cisco's Developer Support Program. Client access to the application software with no degradation of system performance is required.

Qualifying Vendor Information

Please indicate compliance and provide answers to the following questions:

1. The vendor should have over 5-plus years experience in the telecommunications industry with a solid customer base.
2. The vendor will be ISO9001 certified.
3. Because g the new solution will be deployed in a pre-existing Cisco Enterprise IPT CallManager environment, the proposed product must be Cisco Systems IVT Technology certified and verified.
4. The vendor's software product offerings should be written in MS.net.
5. The vendor will have technical staff certified on Infortel Select or equivalent, (See definition above), that will available to us during expanded business hours of 8AM until 8PM EST.
6. The average tenure of company employee's trained on ISI's Infortel Select or equivalent should be 2-plus years or greater.
7. The vendor's experience selling and supporting ISI's Infortel Select or equivalent applications must be two years or greater.
8. The vendor must have ISI Infortel certified technicians.
9. The vendor must be able to respond to a service call within 2 hours remote diagnostics or 4 hours on-site, or provide a support system subcontracted to the manufacturer.
10. The vendor must be a participant in the Cisco Developer Support Program.

III. System Requirements

A. System Capacity

1. The system must be able to accommodate 2,000,000 call records per month this amount of data at a minimum. The system must retain 13 months of data on-line and offer access to historical data.
2. The system must be able to process information on at least 10,000 stations and/or authorization codes. This should be expandable to 12,000.
3. The system must be able to accept call record data from multiple sites maintaining various PBX's and IP telephony deployments.
4. The system must be able to accommodate up to four hierarchical organizational levels per Agency or location.
5. The system must be able to support up to 150 sites at a minimum.
6. The system should accommodate an unlimited amount of account code activity concurrently with authorization code and station data.
7. The system must be able to import other data, such as information provided by our cellular and calling card vendors.

B. System Architecture

1. The system must utilize Windows 2000 or 2003 Server operating systems and include a SQL, ODBC-compliant database.
2. The system must have true 32-bit architecture providing multi-tasking capabilities and speed of operation.
3. Major applications, including reporting, must be available via a web browser.
4. The system must produce reports in various formats including HTML, Rich Text Format and PDF.
5. The system must be Email compatible, allowing reports to be distributed via email systems. List the specific types of email distribution systems supported.
6. The system must be able to recover from power interruptions and/or host interruptions automatically. To further facilitate this requirement, "critical" functions, such as call collection and processing, must run in Services.
7. The system must have remote diagnostics capability to allow the vendor to remotely make software changes and upload upgrades when necessary.
8. The system must be able to provide a backup routine within the application of reports, call detail data and extension databases.
9. The system must be extremely intuitive, use a Graphical User Interface and include detailed, context sensitive, on-line help.
10. The system should allow easy transition to a larger-scale system to accommodate growth.
11. Provide hardware specifications and/or recommendations to support the proposed solution.

C. System Functionality

1. Call data must not be deleted from the IP telephony source after transmission to the call accounting system to retain a level of redundancy.
2. The system must employ username/password security that can be defined to the user level; i.e. restrict viewing of modules and report data to the station and/or department level. Authentication to the server must be encrypted.
3. The system must be LDAP compliant.
4. The system's on-line directory will be accessible via the network. Searches need to be performed by last name, first name and department information.
5. The directory must be able to be output via printer and disk file in multiple formats such as PDF, HTML and RTF.

6. The system must allow web access to major applications with no limit to the number of concurrent users.
7. Mid-month transfers of personnel must be supported, properly allocating call costs to the appropriate department automatically.
8. The system must be able to fully automate the creation and distribution of reports to various multiple destinations such as email addresses, network drives and printers.
9. The system must make use of Wide Area Networking between multiple locations for call record polling purposes.
10. ANI and DNIS digits must be tracked and reported.
11. The system must allow the user to view unprocessed call detail records.
12. The system must include a built-in monitoring application for the following specific conditions:
 - ◆ No calls received in a user-defined time period
 - ◆ Calls over a user-defined duration
 - ◆ Calls over a user-defined cost
 - ◆ Calls made to user-defined telephone numbers or pattern of numbers
 - ◆ Calls received from user-defined telephone numbers or pattern of numbers (ANI)
 - ◆ Calls made from a user-defined station or set of station numbers
 - ◆ Daily "short" calls, with the duration of "short" user-definable
 - ◆ Calls made or received over specified trunk numbers
 - ◆ Calls made using specific account codes
 - ◆ Threshold definitions, such as "produce an alarm if more than 1 international call is placed within an hour"
 - ◆ Calls made using other common carriers
 - ◆ Calls made over undefined trunks
 - ◆ Calls received by or made by undefined stations
13. The monitoring application must produce visual alarms as well as support alarm distribution to multiple destinations including email addresses, alphanumeric pagers and serial printers.
14. The system must employ drag-and-drop functionality.
15. A built-in backup routine must be included allowing the user to define destination of data.
16. The system must offer an automatic call record purge program. A manual process must be included also.
17. Multiple fixed costs need to be assigned per user, with no limit as to the number of individual charges, to bill back shared tenants for various expenses, such as administrative services, pagers, voice mailbox rental, etc.
18. Credits to users must be supported.
19. Pro-rating of fixed charges must be supported.
20. The system should provide easy to read results for call record collection and totals, such as an "at a glance" screen with graphic representation of call volume. Daily cost statistics should also be available on this same screen.
21. An integrated Facilities Management application must be available that includes modules for work orders and inventory management.

D. Call Costing

1. The system must be able to translate and cost customized dial plans.
2. The system must have the ability to cost calls by various multiple rate methods, including but not limited to:
 - ◆ SDN tariff costing
 - ◆ AT&T Uniplan
 - ◆ Qwest
3. Rate tables utilized must follow standard V&H grid coordinates.
4. Rate tables must be updated on a quarterly basis.
5. Vendor must provide rate table installation without our intervention.
6. Rating within the tables must be able to be viewed and/or printed.
7. The system must accommodate Canadian and other international sites and provide proper costing including Value Added Tax calculations.
8. The system must allow the user to adjust rate tables via a percentage mark-up.
9. The rate table must allow call rating using operator assisted rates.

10. A fixed cost per call and/or a fixed cost per billing interval must be able to be assigned per call type, which overrides the rate table.
11. The billing interval must be user-definable accommodating multiple long distance vendors' rate methodologies.
12. The system must be able to process and cost internal calls.
13. The system must be able to accommodate postalized rate structures per call type.
14. Over 20 call types must be offered including local, interlata/intralata, intralata/interlata, inbound, internal, etc.
15. Up to ten billing classes must be offered allowing disparate rating methodologies to be assigned to various tenants and administration phones.
16. The system must translate and cost abbreviated dial plans, such as tie lines, virtual private networks and software defined networks.
17. User-definable rates for operator-assisted calls are required.
18. Special costing to specific numbers, such as 800, 900 and 976 services must be supported.
19. Station to stations calls must be tracked and priced, if desired.
20. Multiple taxing methodologies must be offered with full support for compound taxes.
21. The system must allow user-definable rating for long distance vendors accessed by seven- or eight-digit numbers.
22. Minimum call duration threshold and grace periods must be user-definable by call type.
23. A "cost a call" routine must be offered allowing prices of user-defined telephone numbers to be displayed.
24. A threshold limit must be able to be defined providing the ability to charge a flat fee for a certain amount of time, and then charge by the minute thereafter.

E. System Reports

1. The system must be installed with multiple standard pre-defined reports, available in a web interface, including:
 - ◆ Call Detail – line-by-line detailed information by room number, station, department, division, etc.
 - ◆ Call Summary - summarized by call type by extension, department, etc.
 - ◆ Frequently Dialed Number by extension, department, etc. The user needs to define the amount of telephone numbers (i.e. provide the top 5 frequently dialed numbers, or the top 10, etc.)
 - ◆ Extension Ranking by Cost, Calls, and Duration
 - ◆ Area Code Detail and Summary
 - ◆ Exchange Detail and Summary
 - ◆ Profit Report indicating profit from marked up calls for tenants
 - ◆ Shared tenant billing indicating detail for call records and multiple fixed costs
 - ◆ Number Search
 - ◆ Undefined stations – to ensure all stations are defined properly to their respective departments or rooms.
 - ◆ Trunk Facility Detail and Summary
 - ◆ Trunk Analysis indicating busy hour
 - ◆ DNIS information-detail and summary on inbound calls dialing particular 800 numbers tagged with DNIS codes
 - ◆ Call Type
 - ◆ Call Count by User
 - ◆ Call Count by Hour
 - ◆ No Calls – showing stations with no activity
 - ◆ Account code detail and summary
 - ◆ Authorization code detail and summary
 - ◆ Percentage usage by user and department for proper phone bill allocation to departments
 - ◆ Graphical representation of call contribution by volume, cost and duration
 - ◆ Trend Reports by user and trunk spanning previous two years
 - ◆ Top Usage by cost and duration
 - ◆ Drill down capabilities by user from summarized data to detail

2. In addition to the above, reporting tools must be in place to disseminate information relative to the IP telephony solutions' voice quality. Specific reports will include:
 - ◆ Quality of Service hourly statistics indicating packets lost, latency and jitter
 - ◆ Quality of Service summary reports indicating total call counts and averages of percentage of lost packets, duration, latency and jitter by extension
 - ◆ Quality of Service detail reports by extension indicating number of packets sent and received, percentage lost, latency and jitter by extension and including call type.
3. Tools must also be included in the package that assist in management of IP traffic; specific reports must allow gateway traffic to be analyzed and must include:
 - ◆ Daily count by gateway indicating total duration, calls, calls per hour, average duration and percent capacity
 - ◆ Hourly count by gateway with the above data
 - ◆ Busy hour by gateway with above plus baseline vs. actual grade of service and total number of trunks required
 - ◆ Hourly averages by gateway indicating total vs. average usage, as well as average number of calls, percentage capacity and trunks required.
4. A modeling tool must be included that allows determination of the optimum number of circuits per gateway required to meet current and future call volumes. For example, a "what if" application must determine trunk requirements for a defined increase or decrease in traffic.
5. The modeling tool must allow the user to input expected grade of service.
6. The modeling tool must indicate grade of service degradation, if any, with the addition of new circuits.
7. Reports must be included that indicate effectiveness of possible gateway deployment at remote locations.
8. Criteria requested in reports must be user-definable; i.e. call type inclusion, exclusion, dates, times, stations, etc.
9. Columns and their headings must be user-definable in summary reports.
10. The ability to customize headers and sub-titles must be supported.
11. The user should be able to define additional comments to appear on reports.
12. The system must allow one report to be defined which will be automatically disbursed among department heads and/or users with only their own data. This will eliminate the need to create multiple departmental and/or user reports.
13. Exception reporting must be available in which the user enters in minimum or maximum durations and/or costs. For example, a report can be generated to include only those calls with duration less than or greater than 30 minutes or less than or greater than \$5.00.
14. Fixed costs (multiple) need to be reflected on reports.
15. Extension reports need to be generated for all calls over one particular trunk group.
16. Reporting options must include the ability to generate a monthly report for calls between a user-defined time interval; 9am and 5pm, as an example.
17. Created reports must be adjustable, as needed, with the ability to rename and save for future use.
18. The system must be able to run and schedule reports in various methods, including:
 - ◆ Ad-hoc or pre-scheduled at any designated time.
 - ◆ Foreground or background generation and distribution to any printer on the network or via email.
 - ◆ Automatically on a periodic basis, including hourly, daily, weekly, monthly and annually.
19. Reports should be available in graphic representations.
20. Page breaks and report grouping must be user-definable.
21. Provisioning reports of all user equipment and activity must be available through a robust, web-based management reporting tool.
22. Provisioning activity reports must include equipment inventory, equipment department assignments, simple service requests, project requests, billing and accounting information.

IV. Installation

The vendor will be responsible for implementation and on-site installation of the system to satisfy the requirements of the telecommunications management system for the property. The vendor will appoint a single point of contact to assist in readying all sites for system installation.

Delivery and installation of the equipment is required within 90 days after the order is placed. The supplier's factory trained technician shall be present on-site to carry out the equipment installation and system integration including connection of cables to peripheral equipment and complete testing of equipment.

V. Training

The successful Vendor must provide operational training for a group of our staff members (up to six people) and shall be provided at our location. User guides and other aides, along with hands-on activity must be included. Complete course descriptions shall also be provided including any pre-requisites.

VI. Warranty and System Support

The system must carry a one-year warranty on hardware against defects. The software should be warranted against deficiencies for one year. The vendor must also provide technical support for all software and hardware purchased. Technical support must include remote access to the system by the vendor. At a minimum, technical assistance must be available from 8am to 6pm Monday through Friday. 24 x 7 support should also be available. The technical assistance center must be accessible via a toll-free number. If a return phone call from certified help desk personnel is required, this should be accomplished within 2 hours.

The vendor should also be capable of sending field technicians to site if warranted. Please provide your hourly rate below. This rate must be all inclusive and include travel.

VII. Vendor Bill Audit Support (Optional)

If the bidding vendor also can provide invoice management software that would provide our company with a tool to monitor vendor invoices for billing errors, unnecessary services and misapplied taxes and surcharges. If there is an annual support cost for this feature include it in year 1 and make sure and itemize it years 2 through 5.

VIII. Cost

The Cost must include total costs for equipment, software, installation, training, documentation, licenses, maintenance, warranty, HelpDesk support, reinstatement fees, and any extra time and material fees such as travel, etc. Please complete the attaché Cost Sheet.

STATE OF WEST VIRGINIA
Purchasing Division

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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 owned 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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: _____

ATTACHMENT
P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division