



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
 LAN07

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 MICHAEL AUSTIN
 304-558-2316

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
08/28/2007				
BID OPENING DATE: 08/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				QUESTIONS AND ANSWERS PER THE ATTACHED.		
				BID OPENING DATE CHANGED:		
				FROM: 08/29/2007		
				TO: 09/19/2007		
				BID OPENING TIME REMAINS THE SAME		
				QUESTION AND ANSWER PERIOD HAS ENDED		
				WV - 39 ATTACHED.		
				NO OTHER CHANGES		
0001	1	EA		205-43		
				LOCAL AREA NETWORK HARDWARE, SOFTWARE AND SERVICE		
				***** THIS IS THE END OF RFQ	LAN07 ***** 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

LAN07
QUESTIONS AND ANSWERS

1	Q	Will the payment terms be net 30 as it is in the current agreement?
	A	Yes
2	Q	Will all orders be subject to the acceptance procedure in the current agreement?
	A	<p>There is not an official acceptance procedure in the current contract, but to insure that the State's conditions for acceptance is understood, please add the following:</p> <p>After delivery and upon completion of installation, the vendor shall certify to the customer that the equipment has been properly installed and is ready to use. During the first business day following such certification, the customer will test the equipment to determine whether the equipment meets the RFQ specifications. If it runs successfully for the next 48 hours, the equipment shall be deemed accepted. In the event that the operating performance of the system fails to meet the established specifications, the vendor shall either a) modify or adjust the equipment to meet the necessary specifications; or b) replace or add such components as may be necessary to make the system meet specifications; or c) the customer shall have the right to cancel.</p>
3	Q	Could you please confirm my understanding of Section 2.6.11 on Page 13 of the R.Q. and the West Virginia Code referenced in that section that West Virginia reserves the right to use inter-state contacts, such as WSCA, so long as Enterasys has been awarded such contract. We do hold WSCA contract but I am looking to confirm that we will only be subject to terms and conditions that we have already agreed to and are familiar with.
	A	We are negotiating contracts with both the sponsoring State and the associated vendors. It may be a different contract but the same State contractual guidelines will be followed.
4	Q	In our existing contract/response to the previous R.Q., our license agreement terms, etc, were provided in the response. I am concerned that the first full paragraph on the top of page 3 of the new R.Q. will supersede and replace any license and/or maintenance terms, that would apply to a given order. Would it be possible to add " to the extent of a conflict" at the end of this paragraph? Alternatively, could you confirm that this paragraph is not intended to supersede and replace such terms as may be provided based on the items in the order? I just want to ensure that when software is licensed, for example, a state agency is granted to proper license grant.
	A	This contract will stand on its own. If you need to add the license agreement or maintenance terms, they must be included with your response.
5	Q	Do you happen to have sample Order Form Number WV-39 as

		referenced in the "Ordering Procedure" paragraph on page 2 of the R.Q.?
	A	See scanned document
6	Q	Our records reveal that current contract with West Virginia will expire on December 14, 2007; would this new contract commence on December 15, 2007?
	A	You are correct.

State of West Virginia
Purchasing Division

RELEASE ORDER

Release #	Req. Date	Buyer	PURCHASING DIVISION'S USE ONLY
WVFIMS Account #			
Agency/Invoice To:		TEAM Code _____	
Ship To:		TEAM Code _____	
Vendor Name & Address:			
WVFIMS Vendor #		TEAM Vendor #	
BPO #	Terms	F.O.B.	

Item No.	Quantity	Description	Unit Price	Amount
<hr style="width: 50%; margin: auto;"/> <p><i>Statewide or Agency Blanket Purchase Order Number</i></p>				

Authorized Signature _____

Total Amount _____

Title _____

Telephone _____

Original: Vendor
Copy: Auditor's Office
Copy: Purchasing Division

Vendor:	Spending Unit:
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Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 _____
- No. 2 _____
- No. 3 _____
- No. 4 _____
- No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date