



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
 SIP08

PAGE
 1

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

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
11/30/2007				
BID OPENING DATE: 12/18/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 1*****						
1. QUESTION AND ANSWERS. (2 PAGES)						
2. EXHIBIT 10 - ADDENDUM ACKNOWLEDGEMENT						
REQUISITION NO: SIP08						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED						
ADDEMDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO						
MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH						
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR						
MUST CLEARLY UNDERSTAND THAT ANY VERBAL						
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY						
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES						
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE						
INFORMATION ISSUED IN WRITING AND ADDED TO THE						

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 may be deemed null and void, and 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



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
 SIP08

PAGE
 2

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

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
11/30/2007				

BID OPENING DATE: 12/18/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
*****END OF ADDENDUM NO. 1*****						
0001	1	LS		205-43		
	SERVERS AND PC PERIPHERALS					

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'

SIP08
QUESTIONS AND ANSWERS

1	Q	In section 3.1 Staffing requirements: The RFQ asks for two on staff A+ Certified consultants. My first question is do these consultant need to reside in Charleston? My next question relates to the responsibilities of the two A+ Certified consultants. Are the two consultant responsible for providing break/fix type services?
	A	These technicians are responsible for performing warranty work on the equipment sold, however they are not required to reside in Charleston.
2	Q	We are authorized providers of the products specifies in the RFQ. However, when it comes to providing support we generally sell the OEM's support/warranty. An example would be an HP Care Pack for a Proliant Server. Is it acceptable to provide break/fix support through the OEM's? Out OEM partners actively engage us to take care of the contract administration of their hw/sw support agreements, while they provide the actual break/fix service.
	A	The vendor must be authorized by the manufacturer to sell <u>and service</u> the equipment.
3	Q	In section 4.2 Experience and Business Requirements the document requests reference letters dated after the release of the RFQ. If we have a customer that has already provided us a reference why would it be necessary to ask that customer to provide a new reference for something they already provided? Would it be acceptable to provide reference letters for clients that have current support/purchasing contracts with us?
	A	Yes, the reason we required reference letters dated after the release of the RFQ is that we wanted to insure that the references were current. It would be acceptable to provide reference letters for clients that have current support/purchasing contracts with you.
4	Q	Section 5.0 Support Requirements: Our question centers on the previous questions regarding the actual service delivery. We can provide a toll free technical support telephone that is staffed with even better coverage of 24x7, However, it is the OEM's technical support line that would be available to all agencies that have purchased from us. Is that acceptable to the state?
	A	The vendor may outsource this function but the vendor will be held accountable for any problems encountered. The vendor may not provide multiple technical support telephone numbers depending upon which manufacturer's equipment you are selling.
5	Q	Section 6.0 Warranty: As a value added reseller of specified OEM's in the RFQ document, our company does not directly warrant the

		equipment. The OEM provides the warranty and passes it through to the State. Is this acceptable to the State? All warranties and remedies would be delivered by the OEM with our administration of individual occurrences in which warranty support is required.
	A	The State agencies prefer manufacturer's warranty but any extended warranty will be purchased through the vendor.