



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
 SIP2008

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2008				

BID OPENING DATE: 03/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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*****ADDENDUM NO. 2*****

- BID OPENING HAS BEEN MOVED TO 03/20/2008.
- SIP2008 SPECIFICATIONS REVISED DATED 03/05/2008, 5 PAGES.
- EXHIBIT 10

REQUISITION NO: SIP2008

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ADCKNOWLEDGE 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.....

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/05/2008				

BID OPENING DATE: 03/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p>						
				SIGNATURE		
				COMPANY		
				DATE		
REV. 11/96						
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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'

STATEWIDE CONTRACT FOR
SERVERS AND PERSONAL COMPUTER PERIPHERALS
REQUEST FOR QUOTATION SWC-SIP2008

1.0 PURPOSE:

The Acquisition and Contract Administration Section of the Purchasing Division on behalf of the West Virginia Office of Technology (WVOT) is soliciting proposals to qualify vendors who will compete to provide general purpose servers, GIS/CADD workstations, and miscellaneous computer peripherals, i.e., desktop printers, storage systems, monitors, scanners, etc. This contract will be a multi-vendor, multi-year contract. Potential users of this contract may include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

In order for vendors to be eligible to qualify for an award, the Vendor must meet all of the requirements listed below. Successful vendors will be qualified to submit bids for specific procurements during the life of this contract.

This contract will be made up of resellers who are authorized to sell and service at least one manufacturer's personal computers. The purpose of this contract is not to circumvent SWC-IP08 but is instead designed to supplement it. This contract will allow the users to buy servers, monitors and other peripherals that their agency may have selected as a standard but are not available from the vendor holding SWC-IP08. Any personal computers (desktops, notebooks, or tablets) purchased off this contract will require specific justification as to why the equipment on SWC-IP08 will not meet the agency's needs and approval by the Office of Technology.

The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFQ pursuant to West Virginia State Code, Section §5A-3-19.

2.0 GENERAL REQUIREMENTS:

2.1 The Vendor must be authorized to sell and service at least one of the three computer manufacturers with servers currently installed within State government. These manufacturers are Dell, HP, and IBM. The Vendor must provide documentation from the manufacturer that the vendor is authorized to sell and service this equipment.

2.2 The Vendor must be authorized to sell and service HP or Lexmark printers since they are the larger installed base within State government. The Vendor must provide documentation from the manufacturer that the vendor is authorized to sell and service this equipment.

2.3 The Vendor must be authorized to sell and service any equipment bid under this contract.

2.4 The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters.

2.5 The Vendor must agree to inform the Contract Administrator, on a timely basis, of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions. The Vendor, at the request of the Contract Administrator, may agree to provide presentations in support of the above.

2.6 The Vendor must provide the Contract Administrator and the Purchasing Division monthly usage reports including a summary of ALL equipment (regardless of dollar amount) sold under this contract including agency name, IP number, WV-39 number, date received, install date, and total amount (copies of the actual WV-39's are not required).

2.7 The Vendor **MUST** provide their escalation procedures for problem resolution including time frames, contact names and phone numbers.

2.8 The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal,

3.0 STAFFING REQUIREMENTS:

3.1 The Vendor **SHALL** have on staff two (2) A+ certified technicians, each with a minimum of one-year experience, for the term of this contract. These certifications **MUST** be kept current, based on industry standards. Vendor **SHALL** provide copies of certifications and verification of experience for the staff who meet the requirements for the above services. Copies of certifications and verification of experience are preferred with the bid but must be provided prior to award. If either of the two required technicians leaves the Vendor's employment, the Vendor **SHALL** be required to obtain a replacement within 30 days. The Vendor **SHALL** provide the replacement certifications to the Contract Administrator. Until a replacement is employed, the Vendor may not be permitted to bid on procurements under this contract.

3.2 The Vendor shall designate one or more staff members who will be familiar with the administrative elements of this agreement. This person(s) shall work directly with the Contract Administrator. This person shall be available via a toll-free number between the hours of 8:00 a.m. and 5:00 p.m. EST, during business days for the State, and be accessible to all agencies that have purchased items from the Vendor under this contract.

4.0 EXPERIENCE & REFERENCE REQUIREMENTS:

4.1 The Vendor's company shall have been in sales and service of the information technology product types they are bidding, for a minimum of five (5) years at the time of bid opening. The vendor shall provide documentation supporting how the company meets this requirement, i.e., a copy of the articles of incorporation.

4.2 The Vendor shall provide five (5) written customer references with which they have done business during the last year in a comparable contract. Two (2) of these customer references shall be from within West Virginia.

5.0 SUPPORT REQUIREMENTS:

5.1 The Vendor **SHALL** maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the core hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State, and accessible to all agencies who have purchased items from the Vendor under this contract. Personnel staffing the Vendor's support line **SHALL** be able to give competent technical assistance to agencies for all items purchased from the Vendor.

6.0 WARRANTY REQUIREMENTS:

6.1 Warranty work **SHALL** be performed by a technician authorized by the manufacturer to service the equipment. During the term of the contract, a copy of the technician's certifications **SHALL** be made available upon request of the State. If the copy cannot be made available, the

agency has the option of going to a company who is authorized to serve the equipment and the originating vendor will be responsible for any expenses incurred.

6.2 If the agency specifies a particular warranty type and response time, by bidding, the Vendor is agreeing to meet the warranty provisions required in the agency's specifications.

6.3 If the agency specifies a particular warranty type and response time, the Vendor must be very specific on the warranties on each component bid. For instance, if an agency requests a three-year on-site warranty and they're asking for a laptop and docking station, the vendor must provide a three-year on-site warranty for the laptop, but must specifically note that the docking station carries only a one-year on-site warranty, and the pc battery is only warranted for one year. If the vendor is not specific, it will be assumed that the entire bid carries the three-year on-site warranty.

6.4 If the agency does not specifically address warranty coverage in its bid document, the Vendor SHALL, at a minimum, provide the manufacturer's mail-in warranty that includes parts and labor, at no cost to the State. Warranty SHALL cover all shipping costs to the manufacturer's designated repair depot, and for the equipment's return.

6.5 The Vendor is responsible for registering the equipment with the manufacturer for standard warranty and extended warranty coverage if specified in the agency specifications.

6.6 If the agency specifies on-site warranty, and the Vendor responds positively to the bid, the Vendor SHALL "fix" the equipment on-site. If the equipment is not repaired within eight (8) business hours, the Vendor SHALL supply a "loaner" of equal to or better than the original equipment specifications, unless declined by the agency. Loaner equipment will be available to the agency to use until the original equipment is returned and working to the satisfaction of the agency. The agency will be required to load any software over and beyond the software installed on the machine as originally purchased. The agency may request the Vendor to load additional software at their billable hourly rate.

6.7 If the equipment is mission critical, this requirement will be noted in the agency's bid specifications. A loaner SHALL be provided within 4 business hours to the agency until the hardware is repaired and meets the agency's satisfaction. The Vendor will be required to assist the agency in removing the software and data from the mission critical machine and loading the software and data on the loaner so that the machine can be up and running within 4 business hours, at no cost to the agency.

6.8 When a warranty call is made to the Vendor, the Vendor, after hearing the problem description by the agency, will try to work with the agency to resolve the problem over the phone. At their discretion, the agency can require the Vendor to come on-site to resolve the problem when the equipment has been purchased under an on-site warranty.

6.9 When the Vendor is required to come on-site, if the problem is determined to be a problem not related to the hardware and software supplied by that Vendor, they may bill the agency at their billable hourly rate for the time spent driving one-way to the user site and the time spent on-site. In this instance, the agency SHALL be notified of the error and the Vendor's intent to bill for the call. If the agency disagrees with the cause, both the agency and the Vendor will document the situation and submit it to WVOT for review and resolution.

6.10 Upon completion of any warranty call, the Vendor SHALL provide the agency with a signed service report that includes, at a minimum, the date, a general statement of the problem, the serial number of the problem equipment, the action taken, any materials or parts replaced, the name of the technician who performed the repair, and the number of hours required to complete the repairs. There should also be a place for the agency to sign confirming that the warranty work was performed.

6.11 If the Vendor subcontracts the warranty work to the manufacturer, i.e., provides the manufacturer's telephone number for service, the vendor must understand that if the manufacturer does not meet the timeframes required, the Vendor will be held responsible.

7.0 PURCHASING PROCEDURES:

The State uses an Internet-based Bulletin Board that is accessible only to those Vendors who qualify to sell under this contract.

7.1 The agency identifies a need and provides specifications to the SIP2008 Contract Administrator.

7.2 The Contract Administrator reviews the specifications and if acceptable, puts the specifications out on the Bulletin Board.

7.3 The Vendor MUST itemize each bid showing a) the manufacturer and manufacturer's model/part number; b) the unit cost; and c) the extended cost.

7.4 The Vendor MUST total his bid. In the instance where an error is made in the Vendor's math, the unit price SHALL prevail.

7.5 All Vendor quotes MUST be F.O.B. Destination with inside delivery.

7.6 All Vendor bids MUST be valid for a minimum of sixty (60) calendar days.

7.7 If determined to be the successful bidder, the vendor must submit a signed copy of their bid within two (2) business days.

7.8 The costs quoted MUST match the invoice to insure timely payment.

7.9 In many instances, the agency does not have the expertise in-house to identify problems and instead rely on the reseller to work with them to resolve problems. In other instances, the agency would prefer to deal directly with the manufacturer. The agency will show on its specification sheet whether they want warranty support provided by the vendor, the manufacturer, or either.

8.0 QUOTATION FORMAT:

All vendors who meet all of the mandatory requirements of this RFQ will qualify to participate in this statewide SIP08 contract. The bid format should be as follows:

8.1 Title Page – This page should be a letter from the vendor stating the RFQ subject and number, the name of the vendor, the vendor's business address, telephone number, name of authorized contact person to speak on behalf of the vendor, and e-mail address of that contract person. The letter should also confirm that the vendor meets all mandatory requirements of the bid.

8.2 General Requirements – Vendors must provide the following prior to award:

8.2.1 Letters from the personal computer manufacturer showing that the vendor is authorized to sell and service the equipment (2.1);

8.2.2 Letters from HP or Lexmark stating that the vendor is authorized to sell and service these printers (2.2);

8.2.3 Escalation procedures including timeframes, contact names and phone numbers (2.7);

8.3 Staffing Requirements – Vendors must provide the following prior to award:

8.3.1 Copies of certifications and verification of experience for two A+ certified technicians on staff (3.1);

8.3.2 A list of support staff for this contract (3.2);

8.4 Experience and Reference Requirements – Vendors must provide the following:

8.4.1 Documentation supporting how long the company has been in business and how long they have been selling this type of equipment (4.1);

8.4.2 The required contact information for their five customer references, two of which are from West Virginia (4.2)

8.5 Support Requirements – Vendors must provide their toll-free technical support telephone number (5.1).

STATE OF WEST VIRGINIA
Purchasing Division

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 owed 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: _____