



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
WAN11

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 42 304-558-8802

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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
02/23/2011				

BID OPENING DATE: 03/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	205-43	WIDE AREA NETWORK (WAN) EQUIPMENT AND SUPPORT		
REQUEST FOR QUOTATION (RFQ) STATEWIDE CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS TO PROVIDE THE STATE OF WEST VIRGINIA A STATWIDE CONTRACT TO PROVIDE THE INSTALLATION AND SUPPORT OF WIDE AREA NETWORK(WAN) EQUIPMENT PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS CONTAINED IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTION SUBMISSIONS IS 03/08/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO THIS RFQ TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. NO CONTACT BETWEEN THE VENDOR AND ANY AGENCY REGARDING THIS SOLICITATION IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES CONCERNING THIS RFQ.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
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 SPECIFICATION, 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) 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.						
..... SIGNATURE						

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PROPERTY

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..... COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						
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.						
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.						

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<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 SERVICES 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 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. FOR MORE INFORMATION SEE SECTION 2.3 OF THIS DOCUMENT.</p> <p>WVOT APPROVAL: ALL INFRASTRUCTURE PURCHASES, REGARDLESS OF DOLLAR VALUE, MUST BE REPORTED TO, AND APPROVED BY THE CTO. ALL STATE ENTITIES, WITH EXCEPTION OF CONSTITUTIONAL OFFICERS, SHALL REQUEST THE APPROVAL OF</p>						

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<p>THE CTO.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA 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</p>						

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<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL (FOR FILE 42)</p> <p>RFQ. NO.: WAN11</p> <p>BID OPENING DATE: 03/22/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ WAN11 ***** TOTAL: _____						

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REQUEST FOR QUOTATION STATEWIDE CONTRACT WIDE AREA NETWORK HARDWARE, SOFTWARE, AND SERVICES

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Office of Technology, hereinafter referred to as "WVOT", to establish a statewide contract for the procurement, installation, and support of wide area network (WAN) equipment.

PURPOSE

The State of West Virginia currently has an installed base of Cisco and Enterasys switches, gateways, concentrators, and routers for the agencies' LAN environments. In addition, the State of West Virginia has ~~Cisco as its standard for wide area network (WAN) routers.~~ The distinction between the LAN and WAN environments is the difference between edge devices and core networking equipment. Any device that connects an agency's network to the State's backbone or a WAN, using for example frame relay, ATM, fiber or leased lines, MUST be a Cisco product per the State's standard.

1.0: DEFINITIONS

The below terms shall be herein defined as:

- A. "Vendor": the successful bidder(s)
- B. "Manufacturer" : the company who produces the equipment.
- C. "Contract Administrator" WVOT person who will be responsible for the daily administration of the WAN11 contract, to ensure that agencies use the contract appropriately, and that vendors provide only products and services that are defined in the contract.
- D. "Contract": the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- E. "Bulletin Board": Internet-based bid request posting site. Contract vendors are able to access the Bulletin Board to view requests for quotation.
- F. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- G. Agency: any entity seeking goods/services under this "Contract"

2.0: SCOPE OF WORK

2.1 Background: The State of West Virginia currently has an installed base of Cisco edge devices. In addition, the State of West Virginia has Cisco as its standard for wide area network (WAN) routers. The distinction between the LAN and WAN environments is the difference between edge devices and core networking equipment. Any device that

connects an agency's network to the State's backbone or a WAN, using for example frame relay, ATM, fiber or leased lines, MUST be a Cisco product per the State's standard.

2.2 Required Equipment and Services

The Contract resulting from this Request for Quotation will address only the State's networking needs for the procurement of equipment related to wide area networks (WAN) infrastructure. Equipment and services under this contract will be acquired by a secondary competitive bid process as defined in Section 2.3 of this Request for Quotation. Vendors meeting the mandatory requirements contained herein, will be issued a Contract. The secondary competitive bid process will be limited to Vendors holding Contracts awarded as a result of this solicitation.

This contract will not be used for the purchase of IP telephony equipment.

2.3 Secondary Competitive Bid Requirements

The State utilizes the WVOT Bulletin Board to manage the secondary competitive bid process. This site is accessible only to those Vendors who have been awarded Contracts under this Request for Quotation.

Secondary Competitive Bid Process:

2.3.1 The Agency will identify a need and provides specifications to the Contract Administrator to be placed for secondary competitive bid.

2.3.2 The Contract Administrator will review the specifications and if acceptable, will post the specifications on the WVOT Bulletin Board.

2.3.3 Inquiries regarding technical specifications of the solicitation request MUST be submitted in writing to the Contract Administrator with the exception of questions regarding the solicitation submission which may be oral. The deadline for technical specification inquiries will be set in the request for secondary competitive bid. Any technical inquiries received will be answered by formal written addendum issued by the Contract Administrator after the deadline has lapsed.

2.3.4 The Vendor MUST submit the bid by the bid opening date and time specified in the specifications. Any bid received after the stated response time will be disqualified.

2.3.5 The Vendor MUST meet all the mandatory requirements contained in the bid specifications and those contained in this Request for Quotation in order to be considered for award. By responding to the bid, the Vendor is guaranteeing that the bid meets or exceeds these requirements. Proof of adherence to any mandatory requirement must be submitted upon the request of the Contract Administrator or the Purchasing Division.

2.3.6 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.

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

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

2.3.9 All Vendor bids MUST be valid for a minimum of ninety (90) calendar days.

2.3.10 The Contract Administrator and Agency will review the submitted bids and make an award to the lowest responsible bidder meeting all of the mandatory requirements using a WV-39 Release Order as defined in Exhibit 3 of this document.

2.4 Delivery

The Vendor must agree to deliver and install all equipment on contract 30 to 45 days after receipt of a viable procurement document. If the vendor believes that delivery will be longer than 45 days, he must contact the agency within seven (7) business days after receipt of the order to discuss the reason for the delay and a new projected delivery date.

2.5 Ordering and On-line Tools

2.5.1 The Vendor must be capable of providing an online configuration tool that provides detailed product and service configurations including detailed pricing. Access to this tool should be made available to all State entities without purchase commitment. Please provide a description of how it works.

2.5.2 The Vendor must provide an online tracking tool that provides State agencies with the ability to track ship dates and invoicing information. Please describe.

2.5.3 During the term of the contract, the vendor may be asked to provide a secure online order placement tool that will give State agencies the option of online procurement. The Vendor SHOULD explain their security practices and experience with online order placement. The total amount of business transactions placed with online procurement in the past year SHOULD also be included.

2.5.4 The Vendor MUST also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.

2.6 Payment and Invoicing

2.6.1 Payment

The Vendor MUST accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this contract that are less than \$2,500.

2.6.2 The costs quoted MUST match the invoice to insure timely payment. The Vendor MUST provide their escalation procedures for problem resolution including time frames, contact names and phone numbers. This should be included with the Vendor's bid response.

2.7 Parts

The Vendor must stock parts and spares locally in West Virginia for repair purposes. The vendor must provide the location where they will stock these parts and spares and describe the procedure on how and when the inventory will be restocked.

2.8 The Vendor MUST 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.

2.9 Warranty

2.9.1 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.

2.9.2 If the agency specifies a particular warranty type and response time, if the Vendor responds, he is agreeing to meet the warranty provisions required in the agency's specifications.

2.9.3 If the agency specifies a particular warranty type and response time, the warranty SHALL apply to all equipment on the agency's bid request unless otherwise noted.

2.9.4 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.

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

2.9.6 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 ours, the Vendor SHALL supply a "loaner" of equal to or better than, speed and capacity, 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. This loaner requirement applies to the switch, and any other major components. The Vendor will supply the switch, but 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.

2.9.7 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.

2.9.8 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.

2.9.9 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 the 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.

2.9.10 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.

2.10 Reporting

The Vendor MUST provide the Contract Administrator with usage reports including a summary of all equipment (regardless of dollar amount) sold under this contract including agency name, manufacturer, model/part number, WV-39 number, date received, install date, and total amount. These reports MUST be provided electronically.

2.11 Support

2.11.1 The vendor must have the capability of providing 7 day/week, 24 hour/day support of the hardware and software procured from this contract, and shall have the capability to provide remote diagnostics.

2.11.2 The Vendor SHALL maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the 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.

3.0: QUALIFICATIONS, EXPERIENCE, AND REFERENCE REQUIREMENTS

3.1 The Vendor SHALL have on staff two (2) manufacturer certified technicians for the products they are authorized to sell under this contract, 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. 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. The Contract Administrator may request proof of certifications at any time during the term of this contract.

3.2 Agencies may require additional specialized certifications on certain bids. The vendor must be able to provide technicians (either on staff or subcontracted) with the requested certification to be considered for award on those procurements.

3.3 Any Vendor submitting bids SHALL be authorized to sell and service Cisco equipment covered under this contract. The Vendor MUST provide collaborating evidence that he is authorized by the manufacturer to sell and service his equipment.

3.4 If the vendor is a reseller and is providing maintenance, they must be authorized to provide the agency with access to Cisco Technical Assistance Center (TAC).

3.5 All vendors SHALL also provide three client references who have procured this type of equipment from the vendor. The reference information required is name, title, company, mailing address, telephone number, and e-mail address. At least one reference should be from within West Virginia.

4.0: PROPOSAL FORMAT

The bid format should be as follows:

4.1 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, and confirming that the vendor meets all mandatory requirements of the bid.

4.2 General Requirements for Cisco vendors – Cisco vendors must provide a) a letter from Cisco collaborating that the vendor is authorized to sell and service the equipment (2.1.2), escalation procedures for problem resolution (2.1.7); and c) evidence that the two technicians are certified to service the equipment and that they have one year of experience in the field.

4.3 Experience and References Requirements – The vendor should provide a) documentation supporting how long the company has been in business and how long they have been selling this type of equipment, and b) the required contact information for their three references.

5.0 ADDITIONAL REQUIREMENTS

5.1 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 SHALL consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.

5.2 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.

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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 contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. WAN11

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____