

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

ISCM0153

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL

B04-558-2596

DEPARTMENT OF ADMINISTRATION IS&C - COMMUNICATIONS 1900 KANAWHA BLVD. E. BUILDING 5, 10TH FLOOR CHARLESTON, WV 304-558-5472 25305

DATE PRINTED TERMS OF SALE SHIP, VIA F.C.B. FREIGHT TERMS

05/25/	2012	-	WG GE BAI		3111						
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SIGNATURE						TELEPHONE		DATE			
TITLE FEIN							ADDRESS CHANGES TO BE NOTED ABOVE				

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: 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.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
- 4. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- **5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- **6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
- 11. TAXES: The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: 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, the State may deem this contract null and void, and terminate such contract without further order.
- 14. 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.html 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.
- 15. 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.
- 16. 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 agency 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.
- 17. ANTITRUST: In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

RFQ ISCM0153 Addendum

The move in date for the new Parkersburg DMV Regional Office is estimated to be in October 2012.

The RFQ Equipment list has been updated to reflect additional materials for the required UPS units.

Alternative products submitted for this procurement must integrate seamlessly and interchange with the existing WV DOT iPatch system / software with zero loss of feature functionality and no infrastructure configuration changes.

RFQ ISCM00153 **ADDENDUM BID PRICE SHEET

	BID PRIOL STILLT	UNIT	QUANTITY	UNIT	EXTENDED
PART NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	PRICE
	Parkersburg and Spencer DMV Regional Offices				100
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	50		\$0.00
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	100		\$0.00
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	50		\$0.00
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	200		\$0.00
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H_Print Area _ 250	Cart	2		\$0.00
XC-475-422	BRADY IDXPERT GLOSS POLYESTER .475IN X 30 CONT	Cart	1		\$0.00
XC-1000-595-YL-BK	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT _BK on YL	Çart	1		\$0.00
XC-1000-595-GN-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT _WT on GN	Cart	1		\$0.00
XC-1000-595-BL-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT _WT on BL	Cart	1		\$0.00
XSL-115-427	BRADY IDXPERT Labels 1.500" W x .500" H_Print Area Self Lam _ 250	Cart	2		\$0.00
CF54/100EZ	Cablofil - 2" x 4" cable tray - 10' Section	Feet	200		\$0.00
SF100PG	Cablofil - Hangers-Center Hung	Each	40		\$0.00
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	3		\$0.00
57014-703	Chatsworth Velocity Standard Pack	Pack	2		\$0.00
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	2		\$0.00
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	2		\$0.00
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	4		\$0.00
13912-703	Chatsworth Vertical Wire Manager	Each	2	1	\$0.00
760111187	CommScope iPatch System Manager Enterprise 2000	Each	1		\$0.00
760095562	CommScope 360 iPatch Panel Manager	Each	1		\$0.00
760105353	CommScope 360 iPatch Network Manager Module	Each	1		\$0.00
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	200		\$0.0
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	5		\$0.0
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	100		\$0.0
108216151	CommScope Faceplate 4-Hole w/blanks_Modular Furniture	Each	100		\$0.0
844160410	CommScope 10GN4 ETL Verified Category 6A U/UTP Cable	Each	40		\$0.0
760072942	CommScope 1U SS Horizontal Trough Kit	Each	4		\$0.0
760072942	CommScope 2U SS Horizontal Trough Kit	Each	6		\$0.0
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	1		\$0.0
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	2		\$0.0
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	2		\$0.0
	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	1		\$0.0
IMSOC10-1 EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	6		\$0.0
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6		\$0.0
EZKUNI445	511 Kadius Control Woddie * One Fair (2) For Ose With Cence *** Fathway				\$0.0
SU1000RTXL2UA	SmartOnline 1kVA Dble-Conversion UPS, Rack/Tower, 100/110/120V NEMA outlets	Each	2		\$0.0
SNMPWEBCARD	For remote monitoring and control via SNMP, Web or Telnet	Each	2		\$0.0
BP24V15RT2U	External Battery Pack for UPS System	Each	2		\$0.0

		\$0.00			
		in in	stallation Price		
	District 5 HQ and DMV Regional Offices - Total Bid Price				
Quoted price per hour for lobor outside of original Purchase order. Used for award purpose only.	Hour	40		\$0.00	

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