



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
LARMS11

PAGE
1

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

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
09/15/2011				

BID OPENING DATE: 10/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		099-00-01-001		
LARGE ACCOUNT RESELLER FOR MICROSOFT PRODUCTS REQUEST FOR QUOTATION (RFQ) BLANKET OPEN END STATEWIDE CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN END STATEWIDE CONTRACT FOR LARGE ACCOUNT RESELLER FOR MICROSOFT PRODUCTS PER THE ATTACHED SPECIFICATIONS. THIS CONTRACT WILL REPLACE ENTPRZ08 AND SELECT10. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-2596 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/03/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED. VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY A FORMAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.						

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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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<p>THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES CONCERNING THIS SOLICITATION AFTER THE RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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>						

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..... SIGNATURE 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,						

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<p>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.</p> <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: SEE SECTION 3.6 OF THE ATTACHED SPECIFICATIONS.</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>						

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<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>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 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>						

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BUYER:				KRISTA FERRELL-FILE 42		
RFQ. NO.:				LARMS11		
BID OPENING DATE:				10/27/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ LARMS11 ***** TOTAL: _____						

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REQUEST FOR QUOTATION STATEWIDE CONTRACT LARGE ACCOUNT RESELLER FOR MICROSOFT PRODUCTS

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 a large account reseller for Microsoft Products. This Contract shall extend to include state agencies, community colleges, institutions, counties, municipalities, public schools, and other local government entities.

1.0 PURPOSE

To contract with a Microsoft Large Account Reseller for the procurement of Microsoft products under the Microsoft Enterprise Agreement (#01565001) and the Microsoft Select Agreement (#01569791).

1.1 DEFINITIONS

- A. "Large Account Reseller (LAR)" - is defined by Microsoft as a reseller authorized by Microsoft to resell licenses in the State of West Virginia under Microsoft's Select and Enterprise Agreements.
- B. "Vendor": the successful bidder
- C. "Agency" any entity seeking goods/services under this "Contract"

2.0 BACKGROUND

Currently the State has two separate contracts with Microsoft Large Account Resellers – one for the Enterprise Agreement (ENTPRZ08 with a term expiring September 14, 2011) and one for the Select Agreement (SELECT10 with a term expiring September 14, 2011). The contract resulting from this bid will replace the two contracts listed above.

3.0 PROCUREMENT SPECIFICATIONS

- 3.1 Vendor must be an authorized Large Account Reseller (LAR) recognized by Microsoft.
- 3.2 Vendor must provide Electronic Application Distribution services that will allow WVOT to deliver the product directly to an end-user by sending a secure download key for a specific product so that the end-user is not presented with any options.
- 3.3 Account Management Services to be provided by the LAR must include, at least, the following:
 - 3.3.1 Orientation and planning sessions regarding enrollment benefits, terms and conditions, service elements;
 - 3.3.2 Work directly with enrollees to satisfy compliance verification requirements, and any other reporting requirements;
 - 3.3.3 Internet access to account information;

- 3.3.4 Usage reports; the vendor must provide the Purchasing Division and WVOT quarterly reports showing all purchases made under this contract. This report must show the affiliate procuring the software, the software procured, the amount of software procured and the dollars spent by the affiliate.
 - 3.3.5 Ad hoc reporting;
 - 3.3.6 Availability of a Select/Enterprise/Academic licensing expert to provide assistance and guidance on what to buy, prerequisites and problems encountered during installation that can be contacted via telephone, via and/or email Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. EST, except state holidays. We understand that this licensing expert may be handling other accounts but his/her workload must permit a response time of no more than four business hours from receipt of call or email.
 - 3.3.7 Helpdesk type support to provide assistance and guidance on what to buy, prerequisites, and problems encountered during installation. This support must be provide via telephone and/or e-mail Monday through Friday, from 8:00a.m. to 5:00 p.m. EST, excepting State holidays.
 - 3.3.8 Value added services such as information distribution and availability of educational resources that keep the state personnel up to date with new products, services, and/or benefits available on the contract and their uses. Such items should be provided at no cost to the state.
- 3.4 Vendor must work closely with the WV Office of Technology to ensure that the agencies buy from the appropriate contract since the State has the ability to move licenses between agencies under the State's umbrella agreement.
- 3.5 The LAR will provide World Wide Fulfillment media for those agencies at a specific cost per CD. This cost must be included on the cost sheet. I included.

3.6 ORDERING PROCEDURES

3.6.1 Pre-Approval:

3.6.1.1 Agencies shall prepare a written state contract order form WV-39 and submit to Office of Technology via email to conulsting.services@wv.gov. Each WV-39 should clearly denote the quantity and commodity/commodities to be purchased.

3.6.1.2 If approved by the Chief Technology Officer (CTO), the Agency will receive said approval in writing.

3.6.1.3 Once the CTO approval is received, the Agency shall issue the written state contract order form WV-39, to the Vendor for the approved commodity/commodities covered by this contract.

3.6.2 State Agencies Statutorily Exempt from WV Code 5A-6-1 ONLY

3.6.2.1 The Agency shall issue a WV-39 State Contract Release Order to the vendor for commodity/commodities covered under this contract. The WV-39 State Contract Release Order shall include the quantity and commodity/commodity to be purchased.

3.6.3 The State may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. Community colleges, institutions, counties, municipalities, public schools, and other local government entities wishing to utilize this contract shall establish ordering procedures directly with the Vendor.

3.6.4 The Vendor MUST accept the WV-39 form by email, mail, or facsimile.

3.6.5 The Vendor shall not accept any order without a valid and CTO Approved WV-39 Release Order from the Agency (or otherwise approved form for entities listed in Section 3.6.3 of this document.)

3.6.6 The Vendor must acknowledge receipt of the Order

3.6.7 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.

3.6.8 The State may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. Community colleges, institutions, counties, municipalities, public schools, and other local government entities wishing to utilize this contract shall establish ordering procedures directly with the Vendor.

3.7 Invoicing and Payment

3.7.1 The Vendor MUST accept the State of West Virginia VISA Purchasing Card for payment by all authorized State agencies for purchases against this contract.

3.7.2 It will be the responsibility of the successful vendor to bill the individual spending units based on the WV-39 State Contract Release Order (See 3.6.1) Only one invoice per WV-39 State Contract Release Order shall be received.

3.7.3 Invoicing procedures for entities defined under Section 3.3.3 will be per mutual agreement by the entity and the vendor.

3.7.4 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.

4.0 COST

This Contract will establish unit pricing for all Microsoft products in all product pools, for both standard perpetual licenses as well as for Upgrade Advantage licenses. The prices will be based upon the percentage discounted from the Microsoft Estimated Retail Price (ERP) prices. Vendors must propose discounts for each product pool based upon the lowest possible Select price level, Level D. If Microsoft Corporation introduces new products, the discounts established by this RFQ and Contract will be applied to new product prices to determine product pricing.

5.0 Award

The Contract is intended to provide Agencies with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that provides the lowest overall total cost for the items listed on the Cost Sheet based on the Catalogue price for those items and the percentage discount applied.

The award will be to only one vendor based upon the total extended cost of both the Enterprise Pricing and Select Pricing as depicted on the cost sheet.

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.

5.1 Separate and Independent Government Agreements

The Vendor may make the products and services requested in this RFQ available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. If the Vendor exercises this option, the State will not be liable for billing, management or any other services related to these separate, independent agreements.

6.0 CHANGES AFTER THE AWARD

Due to continuing evolution of technology and constant changes in each vendor's capabilities, the winning vendor will have the opportunity to present the Chief Technology Officer information about new products offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to ensure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to ensure that the proposal is competitive, reasonable and proven. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.

State of West Virginia

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. LARMS11

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 _____