



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
10/31/2011				

BID OPENING DATE: 11/15/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (LARMS11),		
				2.) REISSUE THE SPECIFICATIONS IN THEIR ENTIRETY,		
				3.) PROVIDE REVISED PRICING PAGES, AND		
				4.) EXTEND THE BID OPENING DATE		
				BID OPENING DATE IS EXTENDED TO: 11/15/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		099-00-01-001		
				LARGE ACCOUNT RESELLER FOR MICROSOFT PRODUCTS		
				***** THIS IS THE END OF RFQ LARMS11 ***** TOTAL:		

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. 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](http://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).

**TECHNICAL QUESTIONS  
STATEWIDE CONTRACT – LARMS11**

- Q. Is the pricing only for the quantity of licenses listed on the cost sheet? The quantity seems low if West Virginia is renewing the statewide Enterprise Agreement.
- A. This quantity is only provided as a means to evaluate the lowest cost alternative for the RFQ. The quantity is not representative of how many the state will purchase. The award will be based upon the lowest cost of the sum of A+B+C.
- Q. Are they renewing any licenses? Or are the quantities only for new licenses?
- A. This quantity is only provided as a means to evaluate the lowest cost alternative for the RFQ. The quantity is not representative of how many the state will purchase. Purchases would be for new licenses.
- Q. Can manufacturer's part numbers be provided? We want to ensure accuracy in quoting the correct products.
- A. We have added the part numbers and collapsed some of the individual components into just the Core Device Cal.
- Q. Can you provide an approximate total spend amount per year of contract anticipated?
- A. The State does not disclose budget estimates during bidding.
- Q. Regarding the Enterprise Pricing for Lic/SA: please confirm that you are anticipating the annual (1 yr) "added at signing" price. If not, then please clarify.
- A. The terms of the State's Enterprise Agreement show that it is in effect unless terminated by either party with 30-day notice. This State understands that in order to receive Enterprise pricing from the winning vendor that the Microsoft Enterprise Agreement must be in place.
- Q. Can you please provide the current Master Agreements numbers for both Enterprise and Select included in this RFP? The Agreement #'s provided do not appear to be correct.
- A. Select 6 01S69791, Enterprise 6 01E65001
- Q. The RFP is asking to establish a discount off ERP. However, Pg 3 of the Request for Quotation document states "pricing is firm" for the life of the contract. We need the pricing noted on the "Cost Sheet" to be flexible as MS can change their pricing monthly.
- A. The percentage discount is for the life of the contract not the price. See Section 4.0.
- Q. We need to clarify that Microsoft Enterprise Agreements and Select Agreements are required by an end user before they can purchase and that the Microsoft terms and conditions of such enrollment documents apply.

- A. .The State has negotiated the Microsoft Enterprise Agreement and the Microsoft Select Agreement with Microsoft for the State. All State agencies and associated entities can use these contracts. The Microsoft Enrollment documents will apply.
- Q. They indicate Colleges/Universities and Public Schools are able to purchase from this contract; is there a separate cost sheet for Academic pricing as well?
- A. We will include a cost sheet for educational pricing as well but the contract will be awarded based upon the lowest cost alternative on the state cost. The percentage discount provided for the educational pricing will be established on the contract as educational only.

## **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.



### 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](mailto: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 the sum of A+B+C 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.

The educational pricing will not be part of the evaluation and award.

#### **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.