



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

Solicitation

NUMBER
AGO5314

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

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OFFICE OF THE ATTORNEY GENERAL

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BUILDING 1, ROOM E26
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0220 304-558-2021

DATE PRINTED
10/08/2013

BID OPENING DATE: 10/30/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-57-01-001		
VOIP HARDWARE, SOFTWARE, VIDEO EQUIP. & INSTALL.						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA ATTORNEY GENERAL'S OFFICE IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A ONE TIME PURCHASE OF VOICE OVER INTERNET PROTOCOL (VOIP) COMMUNICATIONS HARDWARE, SOFTWARE, VIDEO CONFERENCING AND SERVICES, PER THE TERMS AND CONDITIONS AND SPECIFICATIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ AGO5314 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

WV State Capitol Complex
Building 7, 2nd Floor Capitol Room
Charleston, WV.
October 18, 2013 at 11:00 AM.EDT.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: October 21, 2013 at 1:00 PM. EDT.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@WV. Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 30, 2013 at 1:30 PM. EDT.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$1,000,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
 \$1,000.00 per day for vendor failure causing downtime

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this 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; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The Office of the West Virginia Attorney General to establish a contract for the one time purchase and service of Voice over Internet Protocol communications hardware, software, video conferencing, and contract services.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means components listed in Exhibit A and items listed as “new” in Exhibit B. The manufacturer of the hardware must be the same brand for all routers, video conferencing, switches, phones, firewalls, and unified communications servers. Manufacturer must be listed in the most recently published Gartner Leader Tier for Wired and Wireless LAN Access Infrastructure.

 - 2.2 **“Contract Services”** means on-site and remote assistance with technical training, documented instructions and configuration, install, setup, task lists, component configuration and verification throughout the service.

 - 2.3 **“DID”** stands for direct inward dialing

 - 2.4 **“DSL”** stands for digital subscriber line

 - 2.5 **“DVI”** stands for digital visual interface

 - 2.6 **“Embed”** stands for personnel whose hardware and software are managed by West Virginia Office of Technology. This will not exceed approximately one-hundred (100) users.

 - 2.7 **“Enhanced Interior Gateway Routing Protocol”** is an enhanced version Interior Gateway Routing Protocol.

 - 2.8 **“FlexStack”** stands for a true stacking solution with all switches in a stack acting as a single switching unit.

 - 2.9 **“Flexconnect”** stands for a wireless solution for a branch office and remote office deployments. It enables administrators to configure and control access points in a branch or remote office from the main office through a wide area network link without deploying a technician to each office.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

- 2.10 “GB” stands for gigabyte
- 2.11 “Gbps” stands for gigabytes per second
- 2.12 “GHz” stands for Gigahertz
- 2.13 “H.323” stands for standard addresses call signaling and control, multimedia transport and control, and bandwidth control for point-to-point and multi-point conferences.
- 2.14 “HDMI” stands for high-definition multimedia interface
- 2.15 “IP” stands for internet protocol
- 2.16 “IEEE” stands for Institute of Electrical and Electronics Engineers
- 2.17 “IP” stands for Internet Protocol
- 2.18 “IPSec” stands for internet protocol security
- 2.19 “L3” stands for Layer 3 IP Based Routing on a Switch
- 2.20 “LAN” stands for Local Area Network
- 2.21 “MAC” stands for media access control
- 2.22 “Managed Users” stands for all personnel whose hardware and software are licensed and managed by West Virginia Attorney General’s technology staff.
- 2.23 “MB” stands for Megabyte
- 2.24 “Mbps” stands for megabytes per second
- 2.25 “MIMO” stands for multiple-input and multiple-output
- 2.26 “MHz” stands for megahertz
- 2.27 “NEMA” stands for National Electrical Manufacturers Association

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

- 2.28 “PC” stands for Personal Computer
- 2.29 “PIP” stands for Private Internet Protocol
- 2.30 “PoE” stands for Power over Ethernet
- 2.31 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
- 2.32 “QOS” stands for Quality of Service
- 2.33 “RAM” stands for random-access memory
- 2.34 “RFQ” means the official request for quotation published by the Purchasing Division and identified as WVAGO-5314.
- 2.35 “RJ-45” stands for a connector for cables
- 2.36 “SIP” stands for session initiation protocol
- 2.37 “SSH” stands for secure shell
- 2.38 “SSL” stands for secure sockets layer
- 2.39 “SFP” stands for small form-factor pluggable transceiver
- 2.40 “ST-STS-VPN” stands for Split-Tunnel, IPsec VPN Site-to-Site VPN to Data Center
- 2.41 “SRST” stands for survivable remote site telephony
- 2.42 “TFTP” stands for trivial file transfer protocol
- 2.43 “USB” stands for universal serial bus
- 2.44 “VLAN” stands for virtual local area network
- 2.45 “VOIP” stands for Voice over Internet Protocol

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

2.46 **“VOIP Hardware”** stands for Router, Switch, Firewall, Phones and Unified Communications Server devices.

2.47 **“VPN”** stands for Virtual Private Network

2.48 **“WAN”** stands for Wide Area Network

2.49 **“WAP”** stands for Wireless Access Point

2.50 **“~”** stands for approximately

3. GENERAL REQUIREMENTS:

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.2 **Voice Over Internet Protocol Hardware, Video Conferencing, Software and Professional Services**

3.2.1 Must be compatible with Verizon PIP and SIP Protocol, Frontier Ethernet Data Circuits, DSL, Cable Internet, and back-up Analog phone and fax lines.

3.2.2 Existing Agency Environment

3.2.2.1 All services, hardware, and software provided by Vendor must be compatible with “existing” on Exhibit B.

3.2.2.2 Agency currently has a hybrid VOIP phone system provided by Nortel/Avaya.

3.2.2.3 Current existing long distance connections use Multimode lucent connector fiber

3.2.2.4 The office locations currently have IP Printers, Postage Machines, and other Static equipment.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

3.2.2.5 The Agency will have existing network drops and patch cabling connecting the agencies.

3.2.2.6 There will be a web filter at each physical site between the firewall and internal network.

3.2.2.7 Agency will have up to eighty (80) ported numbers and up to eighty (80) DIDs that require configuration in the unified communication system.

3.2.2.8 Agency has existing Cisco 3500 series Switches and Cisco Firewalls that must be removed during implementation phase.

3.2.2.9 Agency will have Microsoft Network Services, Exchange 2010, Office 2010 and HyperV Virtualization with failover clusters in each physical location.

3.2.2.10 Agency will have two (2) Verizon SIP connections over two (2) T1 lines in two (2) separate physical locations with each trunk supporting 33k per call; with up to sixty (60) concurrent calls per location for failover capability.

3.2.2.11 Agency shall provide connectivity to the server rack for service providers; this shall include Fiber or RJ45 handoffs.

3.2.3 Voice Over Internet Protocol Communications, Video Conferencing Hardware and Software

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.2.3.1 LCD 2-button IP Phone must have the following minimum specifications:

- 3.2.3.1.1 Five (5) inch color display with backlight
- 3.2.3.1.2 Support audio for handset, headset, and speakerphone
- 3.2.3.1.3 Physical Button that allows access to voicemail
- 3.2.3.1.4 Physical Button will allow access to missed, received or placed calls
- 3.2.3.1.5 Physical Button that will allow access to adjust display contrast, select background images, select ringtone and network configuration preference
- 3.2.3.1.6 Speakerphone, mute, and Headset buttons
- 3.2.3.1.7 Ethernet Switch internal 2-port which allows for configurable VLAN direct connection to a 10/100/1000 Ethernet network through an RJ-45 interface with single LAN connectivity for both the phone and the PC.
- 3.2.3.1.8 Volume Control for decibel-level adjustments for speaker phone, handset, headset, and ringer.

3.2.3.2 LCD 6-button IP Phone must have the following minimum specifications:

- 3.2.3.2.1 Five (5) inch display graphical color display
- 3.2.3.2.2 Support audio for handset, headset, and speakerphone
- 3.2.3.2.3 Physical Button that allows access to voicemail.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

3.2.3.2.4 Physical Button will allow access to missed, received or placed calls

3.2.3.2.5 Physical Button that will allow access to adjust display brightness, select background images, select ringtone, and network configuration preference

3.2.3.2.6 Speakerphone, Mute, and Headset buttons

3.2.3.2.7 Navigation Cluster Group Buttons which will allow end users to scroll vertically and horizontally with a button to make selections.

3.2.3.2.8 Ethernet Switch internal 2-port which allows for configurable VLAN direct connection to a 10/100/1000 Ethernet network through an RJ-45 interface with single LAN connectivity for both the phone and the PC

3.2.3.2.9 Volume Control for decibel-level adjustments for speaker phone, handset, headset, and ringer.

3.2.3.2.10 Ability for Phone Expansion Module to be added that can monitor, manage, and cover the status of calls.

3.2.3.3 Monochrome IP Phone must have the following minimum specifications:

3.2.3.3.1 Monochrome Backlit display with antiglare screen

3.2.3.3.2 Ethernet Switch internal 2-port which allows for configurable VLAN direct connection to a 10/100/1000 Ethernet network through an RJ-45 interface with single LAN connectivity for both the phone and the PC.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.2.3.3.3 Speaker Phone

3.2.3.3.4 Volume Control

3.2.3.3.5 Button that will allow you to access voicemail, call log, networking settings, user preferences, and directories.

3.2.3.4 Conference Phone must have the following minimum specifications:

3.2.3.4.1 Three (3) inch grayscale display with backlight

3.2.3.4.2 Support audio for speakerphone

3.2.3.4.3 Physical Button that will allow access to missed received or placed calls.

3.2.3.4.4 Physical Button that will allow access to adjust display brightness, select background images, select ringtone, and network configuration preference

3.2.3.4.5 Speakerphone, redial and mute buttons.

3.2.3.4.6 Navigation Buttons which will allow end users to scroll vertically and horizontally with a button to make selections

3.2.3.4.7 Ethernet Switch internal port which allows for a direct connection to a 10/100 Ethernet network through an rj-45 interface with single LAN connectivity for the phone.

3.2.3.4.8 Volume Control for decibel-level adjustments for speaker phone, handset, headset, and ringer

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.2.3.5 Wireless IP Phone must have the following minimum specifications:

3.2.3.5.1 Two-inch color display

3.2.3.5.2 IP Phone Buttons

3.2.3.5.2.1 Two soft-key buttons to access screen-based applications, features, and functions

3.2.3.5.2.2 Application button that can support push-to-talk

3.2.3.5.2.3 Mute

3.2.3.5.2.4 Speakerphone

3.2.3.5.2.5 Five-way navigation support

3.2.3.5.2.6 Volume Control

3.2.3.5.2.7 Send button and Power/End button

3.2.3.5.3 Built-in Speakerphone

3.2.3.5.4 Six (6) Line Appearances

3.2.3.5.5 Bluetooth support

3.2.3.5.6 IEEE 802.11 a/b/g radio (see Exhibit D)

3.2.3.5.7 Call Waiting, Call Forward, Call History List, Call Pickup, Call Timer, Caller ID, Directory Transfer, Hold, and Redial options.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

3.2.3.6 Router 10/100/1000 must have the following minimum specifications:

3.2.3.6.1 512MB RAM Installed

3.2.3.6.2 256MB Flash Installed

3.2.3.6.3 Two (2) USB Slots

3.2.3.6.4 One (1) Service Module Slot

3.2.3.6.5 Three (3) onboard 10/100/1000 WAN Ports; Three (3) RJ-45 Based Ports

3.2.3.6.6 At least fifty (50) Unified Survivable Remote Site Telephony Session or equivalent

3.2.3.6.7 At least fifty (50) Unified Cisco Call Manager Express Session or equivalent

3.2.3.6.8 Embedded Hardware-Based Cryptography and Acceleration or equivalent

3.2.3.7 48-port Ethernet 10/100/1000 PoE Switch must have the following minimum specifications:

3.2.3.7.1 Two (2) ten (10) Gigabit Ethernet SFP+ uplink ports

3.2.3.7.2 Flash Memory must be 64MB

3.2.3.7.3 Memory RAM 128MB

3.2.3.7.4 At least 370 Watt PoE

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.2.3.7.5 The option for stacking with a minimum 20gb throughput with the connected switches

3.2.3.8 Wireless Access Points 10/100/1000 must have the following minimum specifications:

3.2.3.8.1 802.11n and 802.11a/g beamforming with 3x4 MIMO technologies with two spatial streams, which sustain up to 450-Mpbs rates or equivalent.

3.2.3.8.2 20 and 40-MHz channels

3.2.3.8.3 802.11 dynamic frequency selection

3.2.3.8.4 128MB RAM

3.2.3.8.5 32MB Flash

3.2.3.8.6 Maximal ratio combining

3.2.3.8.7 Cyclic shift diversity support

3.2.3.9 Firewalls must have the following minimum specifications:

3.2.3.9.1 Throughput up to at least 1Gbps

3.2.3.9.2 Intrusion Prevention System throughput atleast 250 Mbps

3.2.3.9.3 At least Four (4) GB Memory

3.2.3.9.4 At least Four (4) GB System Flash

3.2.3.9.5 Solid State Drive 120 GB

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.2.3.9.6 Multibus architecture

3.2.3.9.7 Two (2) Ethernet Serial Ports

3.2.3.9.8 Integrated Input/Output six (6) Gigabyte Ethernet Copper or six (6) Gigabyte SFP.

3.2.3.9.9 Expansion Input/Output six (6) Gigabyte Ethernet Copper or six (6) Gigabyte Ethernet SFP.

3.2.3.10 Unified Communications Server must have the following minimum specifications:

3.2.3.10.1 One-thousand (1000) maximum number of users

3.2.3.10.2 One-thousand (1000) mailboxes and 24 voicemail ports

3.2.3.10.3 One-hundred (100) contact center agents

3.2.3.10.4 One-thousand (1000) presence users

3.2.3.10.5 Twelve-Hundred (1200) devices supported

3.2.3.11 Video Conferencing must have the following minimum specifications:

3.2.3.11.1 Standard-compliant 1080p solution

3.2.3.11.2 Bandwidth H.323 and Session Initiation Protocol (SIP) up to 6Mbps point-to-point

3.2.3.11.3 Camera must be 4x zoom

3.2.3.11.4 Dual-Display Option Available

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

- 3.2.3.11.5 One (1) HDMI and One (1) DVI Video Input
 - 3.2.3.11.6 Two (2) HDMI Outputs
 - 3.2.3.11.7 Two (2) USB
 - 3.2.3.11.8 One (1) LAN and Ethernet 10/100/1000 Network Interface
 - 3.2.3.11.9 CD-quality 20 kilohertz mono Audio
 - 3.2.3.11.10 Two (2) Acoustic Echo Cancellers
 - 3.2.3.11.11 Automatic Gain Control
 - 3.2.3.11.12 Automatic Noise Reduction
 - 3.2.3.11.13 Embedded Encryption Advanced Encryption Standard, automatic key generation and exchange, and support in dual stream.
 - 3.2.3.11.14 Four-way embedded SIP/H.323 Multipoint reference Multisite
 - 3.2.3.11.15 Full individual audio and video transcoding for Multisite
- 3.2.3.12 All rack mountable devices must be 19" EIA 310 complaint (see Exhibit E)
- 3.2.3.13 All power cables must have NEMA 5-15R approximate 100 volt compatibility (see Exhibit C)
- 3.2.3.14 All rack mountable devices must not exceed one (1) rack mount unit.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.2.3.15 Warranty

3.2.3.15.1 Support

3.2.3.15.1.1 Cisco Smartnet or equivalent VOIP equipment maintenance and support. This includes direct access 24 hours a day, 365 days a year to experts on VOIP hardware. Advanced hardware replacement option that includes next-business-day (NBD) replacement.

3.2.3.15.2 Warranty

3.2.3.15.2.1 Manufacturer warranty for all hardware devices must be for a period of no less than three (3) years.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.1.1 Voice Over Internet Protocol Communications Professional Services

3.1.1.1 Qualifications and Experience

3.1.1.1.1 Vendor shall be a Cisco Premiere Partner or equal to and should have an Express Foundation certified team or equal to: CISCO Certified Sales Expert (CSE) or equal, CISCO Certified Networking Associate (CCNA) or equal, and CISCO Certified Design Associate (CCDA) with equal or better certifications. The vendor should submit documentation supporting how the company meets this requirement at the time of bid opening.

3.1.1.1.2 All vendors should provide three client references who have procured this type of equipment and service from the vendor. The reference information should include name, title, company, mailing address, telephone number, and e-mail address. The vendor should submit documentation supporting how the company meets this requirement at the time of bid opening.

3.1.1.2 Timeline

3.1.1.2.1 Vendor planning of the VOIP system shall begin after notice to proceed and take no longer than fifteen (15) business days. This shall be coordinated through the Agency Network Administrator.

3.1.1.2.1.1 Vendor planning phase will run concurrently with the shipping and delivery.

REQUEST FOR QUOTATION

WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

- 3.1.1.2.2** Vendor implementation of VOIP system including the configuration, testing and install of all VOIP equipment locations specified in Exhibit B Capitol Data Center (Charleston, WV), Main Office (Charleston, WV), Tax (Charleston, WV), Appellate (Charleston, WV), Civil (Charleston, WV), Consumer (Charleston, WV), DHHR/Arts (Charleston, WV), Disaster Recovery (Flatwoods, WV), MTB Consumer (Martinsburg, WV) and listed on pricing page Exhibit A. This shall take no longer then ten (10) business days for all locations and equipment listed in Exhibit B and must be completed before December 19, 2013.
- 3.1.1.2.3** Vendor shall provide VOIP hardware and software product implementation, configuration, and troubleshooting support throughout the planning and implementation phases at no cost to the Agency.
- 3.1.1.2.4** Vendor shall include pricing for thirty (30) block post implementation support hours. Agency must be able to contact a CCNA (Cisco Certified Networking Associate) or equivalent for general networking configuration and troubleshooting issues. These hours shall not expire.
- 3.1.1.2.5** Agency phone services downtime shall not occur between 8:30 AM – 5:00 PM Eastern Standard Time, Monday through Friday, for the duration of the services unless written approval is provided by Agency via e-mail.

3.1.1.3 Install and Configuration

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

- 3.1.1.3.1 Vendor must mount, connect and configure all items in pricing sheet Exhibit A.
- 3.1.1.3.2 Vendor must install and configure all VOIP hardware at the locations specified in Exhibit B.
- 3.1.1.3.3 Vendor must configure VOIP hardware for encryption for data links between phones, video conferencing, and WAN/LAN connectivity when applicable.
- 3.1.1.3.4 Vendor should use Solution Reference Network Design and Cisco Best Practices or equivalent for any network or applicable configurations. Exhibit B is the connectivity specification required for this VOIP project.
 - 3.1.1.3.4.1 The number of two (2) button and six (6) button phones listed in Exhibit B indicates the number of users per physical location.
- 3.1.1.3.5 All layer 3 (three) VOIP hardware must be configured with Enhanced Interior Gateway Routing Protocol or equivalent. This will be used for failover/overflow for LAN/WAN connectivity.
 - 3.1.1.3.5.1 Layer three (3) switches must handle Frontier Ethernet connectivity with exception to the Martinsburg Consumer location (Martinsburg, WV); Martinsburg Consumer will be handled by the router

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

- 3.1.1.3.5.2 Layer two (2) switches must connect to layer three (3) switches via in-place Fiber
- 3.1.1.3.5.3 IP Phones must connect to Layer two (2) or Layer three (3) switches with voice traffic encryption on a voice VLAN
- 3.1.1.3.5.4 All layer three (3) devices must be configured and allow private network inter-VLAN routing for VLANs.
- 3.1.1.3.6 Firewalls must be configured to allow safe Internet access with no unnecessary open ports outside what is needed to conduct business; firewalls must be configured with IPSec failover VPNs and access lists to keep all internal network and IP requests secure; IPSec VPNs must connect to the DataCenter (Charleston, WV) and Disaster Recovery (Flatwoods, WV) location.
- 3.1.1.3.7 Vendor shall use Exhibit F as a guideline for security and failover connectivity where firewalls and routers are used.
- 3.1.1.3.8 Firewalls in the Data Center (Charleston, WV) and Disaster Recovery (Flatwoods, WV) locations must be configured to allow up to twenty (20) total SSL VPN clients
- 3.1.1.3.9 Vendor shall coordinate with Verizon, Frontier, and any 3rd party Internet provider to ensure

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

connectivity for VOIP, WAN, LAN, and Mobility; this shall include 3rd Party Internet connectivity to satisfaction of agency, Frontier Private VLAN Ethernet Circuit throughput and connectivity, Verizon DID testing during the planning/configuration phase, porting and cutover during the implementation phase , and any business continuity, failover testing with SRST or equivalent to analog specified herein.

- 3.1.1.3.10** Vendor shall coordinate with Frontier to test and ensure proper analog lines are connected for WAN outage/SRST or equivalent failover.
- 3.1.1.3.11** Vendor must configure FlexStack when applicable or equivalent
- 3.1.1.3.12** Wireless Access Points must connect to layer two (2) or layer three (3) switches and must connect to the wireless controller module in their respective data centers; Martinsburg Consumer (Martinsburg, WV) access point must connect to the router in that location and use FlexConnect or equivalent controls.
- 3.1.1.3.13** Access Control Server or equivalent wireless security software must be configured to allow two (2) factor authentication through Windows Active Directory and MAC wireless hardware identification
- 3.1.1.3.14** All wireless access points must be configured as a private wireless network with WPA or higher security

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

- 3.1.1.3.15** Vendor must configure data VLAN on all IP Phones for at least one (1) PC to be plugged into each two (2) or six (6) button phone.
- 3.1.1.3.16** Vendor must set VOIP hardware and software for high availability/failover. Vendor must reduce single points of failure when applicable with respect to cost efficiency or necessity to maximize uptime for the items in Exhibit A. This includes redundant device connectivity, failover IPSec VPN through Internet, and other options.
- 3.1.1.3.17** Vendor must configure security such as access control lists, virtual local area networks(VLANS), and firewalls to maintain separation for the Agency's private network from any other network.
- 3.1.1.3.18** Vendor must configure web portal and an administrator to make system adds, moves, and changes for phone and call management if applicable.
- 3.1.1.3.19** All internal voice calls station to station shall not leave the Agency's data network.
- 3.1.1.3.20** Vendor must configure the ability for remote management via Secure Shell (SSH) to network devices such as routers, gateways, and switches.
- 3.1.1.3.21** Vendor must configure routers and unified communications for survivability mode or equivalent in the event of a WAN outage.

REQUEST FOR QUOTATION

WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

- 3.1.1.3.22** Vendor must configure redundant hardware, diverse redundant data connectivity, and redundant storage on the unified communication servers.
- 3.1.1.3.23** Vendor must configure the ability for software clients to run on smartphones to provide extension mobility for mobile users.
- 3.1.1.3.24** Vendor must route diversity of voice traffic for disaster recovery / business continuity.
- 3.1.1.3.25** All inbound and outbound internet traffic must be routed through the Agency web filter and firewall.
- 3.1.1.3.26** Vendor must set up all embedded staff numbers on a 4-digit speed dial.
- 3.1.1.3.27** Vendor must configure voicemail integration with Agency's Microsoft Exchange Server 2010 Standard Edition. This will allow users the ability to listen to voicemail from their Exchange inbox or from the phone while synchronizing the voicemail and Exchange mailboxes.

REQUEST FOR QUOTATION

WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

3.1.1.3.28 Agency acceptance shall confirm implementation by the following: Successfully test internal and external calls to all IP Phones (up to one-hundred and sixty (160) numbers); successfully ping all servers and nodes using their DNS name from Data Center(Charleston, WV); successfully send a fax from an external source to all internal fax machines; successfully leave a voicemail from an external source for all IP Phone extensions; successfully leave a voicemail in Microsoft Exchange for all two (2) button phone users; successfully test all failover VPN and internet connections by closing the Frontier Ethernet interfaces and ensuring that encrypted data reaches Data Center(Charleston, WV) and Disaster Recovery (Flatwoods, WV) as shown in Exhibit B and Exhibit F; successfully confirm Frontier diverse Ethernet path by closing the interface in the Data Center (Charleston, WV) and ensuring connectivity to the Disaster Recovery site (Flatwoods, WV); successfully test SIP Trunk failover by closing T1 interfaces at the Capitol Data Center (Charleston, WV) location and ensuring SIP connectivity and call completion through the subscriber server or equivalent at the DHHR location (Charleston, WV) ; successfully show proper configuration of web filter by browsing to www.google.com(this should be blocked from the web filter if configured properly) from an internal PC; successfully browse to www.westlaw.com from each physical location and a PC connected to each physical switch listed in Exhibit B; successfully ensure SRST failover or equivalent at each physical location by completing a call to an external recipient through analog Foreign Exchange Subscriber (FXS) interfaces on the

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

router or equivalent; and successfully conduct a multiple point video conference call using equipment listed on Exhibit A.

3.1.1.3.29 Agency will issue a change order noting the acceptance of the system when all specifications have been completed in sections and subsections of the following: 3.1.1.2, 3.1.1.3, 3.1.1.4, and 3.1.1.5. At this point warranty will begin and initiated with this change order.

3.1.1.3.30 The vendor supplied manufacturer PC client software for integration with the Agency's current existing environment Microsoft Outlook 2010 and Windows 7 must be 32 bit or 64 bit compatible.

3.1.1.3.31 Vendor shall be responsible for configuration and install of unified communication servers that include session management, voice, messaging, mobility, and web conferencing.

3.1.1.3.31.1 If the unified communications publisher or equivalent is unavailable, the vendor shall configure the system to support SIP connectivity and outgoing calls through the subscriber or equivalent site.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

- 3.1.1.3.32** Vendor must ensure maximum control and support for Agency's voice, video, and data bandwidth needs when configuring devices. This includes VLAN, QOS, WAN, LAN, WAP configurations.
- 3.1.1.3.33** Vendor must configure and install all wireless public and private with MAC authentication VLAN traffic control. All traffic must be routed through the web filter.
- 3.1.1.3.34** Vendor shall configure continuity for Emergency 911 Calls and Response for all failover options applicable.
- 3.1.1.3.35** Vendor must create a secure TFTP server for backup of applicable VOIP hardware configurations.
- 3.1.1.3.36** Vendor shall configure and install all Cisco equipment labeled in Exhibit B as "switches" and accessories or equivalent hardware listed as "Existing" or "NEW" in Exhibit B.
- 3.1.1.3.37** Vendor shall not remove or disconnect any new or old equipment unless written approval is obtained from Agency Network Administrator which may be provided by Agency via e-mail.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.1.1.3.38 Vendor must setup VOIP hardware and PC software to allow receptionist to manage incoming calls and route to their division or other divisions on the Agency's private network.

3.1.1.4 Documentation

3.1.1.4.1 Vendor shall provide instructions for the Nortel to VOIP solution migration. Instructions shall include a procedure for additions, maintenance, moves, and changes in the new VOIP system. This shall be provided to the Agency in Portable Document Format prior to the completion of the implementation phase.

3.1.1.4.2 Vendor shall provide a final configuration network diagram consistent with Cisco or equivalent standards and practices; this shall include VLANs, Routing Protocols, IPSec VPN, Subnet Architecture, Network Hardware, and any other relevant information in an 11x17 Microsoft Visio 2013 or prior format.

3.1.1.4.3 Vendor should provide software license and maintenance agreements at the time of bid opening.

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

3.1.1.5 Training

3.1.1.5.1 Training must be eight (8) users per class not to exceed six (6) classes per day or 45 minutes per class. Not to exceed five (5) working days for all West Virginia Attorney General managed users. This will occur during the Vendor Implementation Phase. This will be on-site at the following three locations: two (2) separate Charleston, WV locations and one (1) Martinsburg, WV.

3.1.1.5.1.1 Vendor will provide training handouts for general usage for all soft and physical button options on two (2) button phones and six (6) button phones.

3.1.1.5.1.2 Vendor will provide training phones, switch, or any other hardware temporarily needed

3.1.1.5.1.3 Vendor will include installation specific knowledge transfer and administrative training by providing two (2) eight (8) hour on-site training courses for Agency designees at the Main Office location.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items and Services. The Contract shall be awarded to the Vendor that provides the Contract Items and Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by completing Exhibit A. Vendor should complete Section A for Hardware, Software, and

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

Warranty and complete Section B for Professional Services that includes: Advanced Network Technician Install and Configuration, Associate Network Technician Install and Configuration, Testing of all Equipment per Specifications, On-Site Training for End Users and Administration Staff, and Post Implementation Support Hours. Vendor should use unit price multiplied by quantity equals extended price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and a Vendor can request an electronic copy for bid purposes by sending an email request to the following: Krystle.L.Harrison@WV.gov

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items after notice to proceed. Vendor shall deliver the Contract Items within fifteen (15) working days after receiving notice to proceed. Contract Items must be delivered to Agency at State Capitol Building Room 1 RM 26E Charleston, WV 25305.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the

REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 6.6 PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 6.7 TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 6.8 FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 6.8.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 6.8.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 6.8.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION
**WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services**

6.8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

6.8.5 Vendor shall inform all staff of Agency's security protocol and procedures.

6.9 VENDOR DEFAULT:

6.9.1 The following shall be considered a vendor default under this Contract.

6.9.2 Failure to perform Contract Services in accordance with the requirements contained herein.

6.9.3 Failure to comply with other specifications and requirements contained herein.

6.9.4 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

6.9.5 Failure to remedy deficient performance upon request.

6.10 The following remedies shall be available to Agency upon default.

6.10.1 Cancellation of the Contract.

6.10.2 Cancellation of one or more release orders issued under this Contract.

6.10.3 Any other remedies available in law or equity.

7 MISCELLANEOUS:

7.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____

RFQ WVAGO-5314
Exhibit A Pricing Page

<u>Product Number</u>	<u>Description</u>	<u>Alternate Part # and Description of or equal Products</u>	<u>Unit of Measure</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
CP-7937G= or equal	Cisco Unified IP 7937G Conference Station or equal		each	10		\$0.00
CP-7937-MIC-KIT= or equal	Cisco Unified IP 7937G Conference Station Mic Kit or equal		each	2		\$0.00
CP-7945G= or equal	Cisco Unified IP 7945G Phone or equal		each	124		\$0.00
CP-6945-C-K9= or equal	Cisco Unified IP 6945 Phone or equal		each	16		\$0.00
CP-7925G-A-K9= or equal	Cisco Unified IP 7925G Phone or equal		each	1		\$0.00
CP-BATT-7925G-EXT= or equal	Cisco 7925G Battery or equal		each	1		\$0.00
CP-PWR-7925G-NA= or equal	Cisco 7925G Power Supply for North America or equal		each	1		\$0.00
CP-7965G= or equal	Cisco Unified IP 7965G Phone or equal		each	6		\$0.00
R-CBE6K-K9 or equal	Cisco Business Edition 6000-Electronic SW Delivery-Top Level or equal		each	1		\$0.00
CON-ESW-RCBE6KK or equal	ESSENTIAL SW Cisco Business Editi (36 months) or equal		each	1		\$0.00
BE6K-SW-9.X or equal	Cisco Business Edition 6000 - Software Version 9.X or equal		each	1		\$0.00
BE6K-START-UWL25 or equal	BE 6000 - User License Starter Bundle with 25 UWL Licenses or equal		each	1		\$0.00
BE6K-UWL-BE or equal	Cisco Business Edition 6000 - CUWL BE license or equal		each	145		\$0.00
IPC8-CLIENT-UWL or equal	IP Communicator 8.x for CUWL only or equal		each	10		\$0.00
ADR-USR-LIC-UWL or equal	Cisco Jabber for Mobile for Android or equal		each	50		\$0.00
JAB9-DSK-UWL or equal	Jabber for Desktop 9.x for CUWL Only or equal		each	170		\$0.00
JAB9-IPAD-UWL or equal	Cisco Jabber for iPad or equal		each	50		\$0.00
UPC8-CLIENT-UWL or equal	Unified Personal Communicator 8.x for CUWL only or equal		each	170		\$0.00
JAB8-MAC-CLNT-UWL or equal	Jabber for Mac 8.x for CUWL Only or equal		each	10		\$0.00
WEBCOMM2-UWL or equal	Cisco Web Communicator 2.x for CUWL - 1 Client or equal		each	50		\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

ADR-UWL-RTU or equal	Cisco Jabber for Mobile Android RTU or equal		each	1		\$0.00
JAB9-DSK-UWL-RTU or equal	Jabber for Desktop Right to Use Certificate or equal		each	1		\$0.00
IPAD-UWL-RTU or equal	Jabber for iPad Right to Use Certificate or equal		each	1		\$0.00
CUPC-UWL-RTU or equal	CUPC UWL PAK or equal		each	1		\$0.00
JAB8-MAC-UWL-RTU or equal	Jabber for MAC Right to Use Certificate or equal		each	1		\$0.00
WEBCOMM2-UWL-RTU or equal	Cisco Web Communicator 2.x for CUWL - RTU or equal		each	1		\$0.00
JABBER-IM-RTU or equal	Jabber for Everyone Right to Use or equal		each	1		\$0.00
UCM-9X-UWLBE or equal	BE6K UCM 9.X CUWL BE Users or equal		each	170		\$0.00
CON-ESW-UCM9XU or equal	ESSENTIAL SW BE6K UCM 9.X CUWL BE (36 months) or equal		each	170		\$0.00
UCSS-U-6KUWLBE-3-1 or equal	BE6K UCSS for CUWL-BE User - 3 Years - 1 User or equal		each	170		\$0.00
CUP9-ONPREM-OPT or equal	Included CUCM IM and Presence for on-premise use or equal		each	1		\$0.00
JABBER-IM-ADDON or equal	Jabber for Everyone Additional IM Users or equal		each	170		\$0.00
BE6K-9X-PAK or equal	BE6K 9.X PAK (UCM Unty Cn CUP) or equal		each	1		\$0.00
UCXN-9X-SC-PORTS or equal	Unity Connection 9.x SpeechConnect Ports or equal		each	2		\$0.00
CIPC-UWL-RTU or equal	CIPC UWL Right to Use Certificate or equal		each	1		\$0.00
UCXN-9X-UWL-BE or equal	Unity Connection 9.x CUWL BE Users or equal		each	170		\$0.00
CON-SNTE-BE6KSTBD or equal	SMARTNET 8x5xNBD Cisco Business Edition 6000 UCS Srv 9.0 (36 months) or equal		each	2		\$0.00
CAB-9K12A-NA or equal	Power Cord 125VAC 13A NEMA 5-15 Plug North America or equal		each	2		\$0.00
BE6K-SW-APP-9.X or equal	Cisco Business Edition 6000 - Software App Version 9.X or equal		each	2		\$0.00
CIT-PSU-BLKP or equal	Power Supply Blanking Panel/Filler or equal		each	2		\$0.00
CIT-SD-16G-C220 or equal	16GB SD Card Module for C220 servers or equal		each	2		\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

CTI-VCSC-BE6K-PAK or equal	Config Only E-Delivery VCS Control PAK PID or equal		each	2	\$0.00
LIC-VCS-10+ or equal	Video Comm Server 10 Add Non-traversal Network Calls or equal		each	2	\$0.00
LIC-VCS-BASE-K9 or equal	License Key - VCS Encrypted Software Image or equal		each	2	\$0.00
LIC-VCS-GW or equal	Enable GW Feature (H323-SIP) or equal		each	2	\$0.00
LIC-VCSE-5+ or equal	Video Communication Server - 5 Traversal Calls or equal		each	2	\$0.00
R2XX-RAID10 or equal	Enable RAID 10 Setting or equal		each	2	\$0.00
UC-A03-D500GC3 or equal	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted or equal		each	8	\$0.00
UC-CPU-E5-2609 or equal	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz or equal		each	4	\$0.00
UC-MR-1X082RY-A or equal	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v or equal		each	8	\$0.00
UC-PSU-650W or equal	650W Power Supply Unit For UCSC C220 Rack Server or equal		each	2	\$0.00
UC-RAID-9271 or equal	MegaRAID 9271-8i + Battery Backup for C240 and C220 or equal		each	2	\$0.00
VMW-VS5-HYP-K9 or equal	Cisco UC Virt. Hypervisor 5.x (2-socket) or equal		each	2	\$0.00
VMW-VS5-SNS or equal	Cisco UC Virt. Hypervisor 5.x - SnS or equal		each	2	\$0.00
L-CUACE9X-ATT-CON or equal	Cisco Unified Attendant Console Enterprise Edition 9 or equal		each	3	\$0.00
CON-ESW-CUACE9XA or equal	ESSENTIAL SW Cisco Unified Attend Duration : 36 Month(s) or equal		each	3	\$0.00
UCSS-U-ATT-CUE-3-1 or equal	UCSS for Enterprise Att Console - 1 Instance 3 Year Sub Duration : 36 Month(s) or equal		each	3	\$0.00
C2921-VSEC-CUBE/K9 or equal	C2921 UC SEC CUBE Bundle PVD3-32 UC SEC Lic FL-CUBEE-25 or equal		each	2	\$0.00
CON-SNTE-2921VSCC or equal	SMARTNET 8x5xNBD C2921 VSEC CUBE Bundle PVD3-16 UC SEC (36 months) or equal		each	2	\$0.00
SL-29-SEC-K9 or equal	Security License for Cisco 2901-2951 or equal		each	2	\$0.00
SM-D-BLANK or equal	Blank faceplate for DW slot on Cisco 2951 and 3925 or equal		each	2	\$0.00
SM-S-BLANK or equal	Removable faceplate for SM slot on Cisco 290039004400 ISR or equal		each	2	\$0.00
S29UK9-15204M or equal	Cisco 2901-2921 IOS UNIVERSAL or equal		each	2	\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

FL-SRST or equal	Cisco Survivable Remote Site Telephony License or equal		each	2		\$0.00
FL-CME-SRST-25 or equal	Communication Manager Express or SRST - 25 seat license or equal		each	2		\$0.00
VIC2-4FXO or equal	Four-port Voice Interface Card - FXO (Universal) or equal		each	2		\$0.00
VIC3-4FXS/DID or equal	Four-Port Voice Interface Card - FXS and DID or equal		each	2		\$0.00
PWR-2921-51-AC or equal	Cisco 2921/2951 AC Power Supply or equal		each	2		\$0.00
VWIC3-2MFT-T1/E1 or equal	2-Port Multiflex Trunk Voice/WAN Card or equal		each	2		\$0.00
CAB-AC or equal	AC Power Cord (North America) C13 NEMA 5-15P 2.1m or equal		each	2		\$0.00
FL-CUBEE-25 or equal	Unified Border Element Enterprise License - 25 sessions or equal		each	2		\$0.00
PI-MSE-PRMO-INSRT or equal	Insert Packout - PI-MSE or equal		each	2		\$0.00
SL-29-IPB-K9 or equal	IP Base License for Cisco 2901-2951 or equal		each	2		\$0.00
SL-29-UC-K9 or equal	Unified Communication License for Cisco 2901-2951 or equal		each	2		\$0.00
HWIC-BLANK or equal	Blank faceplate for HWIC slot on Cisco ISR or equal		each	4		\$0.00
ISR-CCP-EXP or equal	Cisco Config Pro Express on Router Flash or equal		each	2		\$0.00
MEM-2900-512MB-DEF or equal	512MB DRAM for Cisco 2901-2921 ISR (Default) or equal		each	2		\$0.00
MEM-CF-256MB or equal	256MB Compact Flash for Cisco 1900 2900 3900 ISR or equal		each	2		\$0.00
PVDM3-32 or equal	32-channel high-density voice and video DSP module or equal		each	2		\$0.00
C2911-VSEC/K9 or equal	C2911 UC SEC Bundle or equal		each	1		\$0.00
CON-SNTE-2911VSEC or equal	SMARTNET 8x5xNBD C2911 VSEC (36 months) or equal		each	1		\$0.00
S29UK9-15204M or equal	Cisco 2901-2921 IOS UNIVERSAL or equal		each	1		\$0.00
FL-SRST or equal	Cisco Survivable Remote Site Telephony License or equal		each	1		\$0.00
FL-CME-SRST-25 or equal	Communication Manager Express or SRST - 25 seat license or equal		each	1		\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

VIC2-4FXO or equal	Four-port Voice Interface Card - FXO (Universal) or equal		each	1		\$0.00
VIC3-4FXS/DID or equal	Four-Port Voice Interface Card - FXS and DID or equal		each	1		\$0.00
PWR-2911-AC or equal	Cisco 2911 AC Power Supply or equal		each	1		\$0.00
CAB-AC or equal	AC Power Cord (North America) C13 NEMA 5-15P 2.1m or equal		each	1		\$0.00
FL-CUBEE-25 or equal	Unified Border Element Enterprise License - 25 sessions or equal		each	1		\$0.00
PI-MSE-PRMO-INSRT or equal	Insert Packout - PI-MSE or equal		each	1		\$0.00
SL-29-IPB-K9 or equal	IP Base License for Cisco 2901-2951 or equal		each	1		\$0.00
SL-29-UC-K9 or equal	Unified Communication License for Cisco 2901-2951 or equal		each	1		\$0.00
HWIC-BLANK or equal	Blank faceplate for HWIC slot on Cisco ISR or equal		each	2		\$0.00
ISR-CCP-EXP or equal	Cisco Config Pro Express on Router Flash or equal		each	1		\$0.00
MEM-2900-512MB-DEF or equal	512MB DRAM for Cisco 2901-2921 ISR (Default) or equal		each	1		\$0.00
MEM-CF-256MB or equal	256MB Compact Flash for Cisco 1900 2900 3900 ISR or equal		each	1		\$0.00
PVDM3-16 or equal	16-channel high-density voice and video DSP module or equal		each	1		\$0.00
SL-29-SEC-K9 or equal	Security License for Cisco 2901-2951 or equal		each	1		\$0.00
SM-S-BLANK or equal	Removable faceplate for SM slot on Cisco 290039004400 ISR or equal		each	1		\$0.00
C2911-VSEC/K9 or equal	C2911 UC SEC Bundle or equal		each	1		\$0.00
CON-SNTE-2911VSEC or equal	SMARTNET 8x5xNBD C2911 (36 months) or equal		each	1		\$0.00
S29UK9-15204M or equal	Cisco 2901-2921 IOS UNIVERSAL or equal		each	1		\$0.00
FL-SRST or equal	Cisco Survivable Remote Site Telephony License or equal		each	1		\$0.00
FL-CME-SRST-25 or equal	Communication Manager Express or SRST - 25 seat license or equal		each	1		\$0.00
MEM-CF-256MB or equal	256MB Compact Flash for Cisco 1900 2900 3900 ISR or equal		each	1		\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

SM-ES3G-16-P or equal	Enhcd EtherSwitch L2/L3 SM 16GE POE or equal		each	1		\$0.00
VIC2-4FXO or equal	Four-port Voice Interface Card - FXO (Universal) or equal		each	1		\$0.00
VIC3-4FXS/DID or equal	Four-Port Voice Interface Card - FXS and DID or equal		each	1		\$0.00
PWR-2911-POE or equal	Cisco 2911 AC Power Supply with Power Over Ethernet or equal		each	1		\$0.00
CAB-AC or equal	AC Power Cord (North America) C13 NEMA 5-15P 2.1m or equal		each	1		\$0.00
FL-CUBEE-25 or equal	Unified Border Element Enterprise License - 25 sessions or equal		each	1		\$0.00
PI-MSE-PRMO-INSRT or equal	Insert Packout - PI-MSE or equal		each	1		\$0.00
SL-29-IPB-K9 or equal	IP Base License for Cisco 2901-2951 or equal		each	1		\$0.00
PVDM3-16 or equal	16-channel high-density voice and video DSP module or equal		each	1		\$0.00
SL-29-SEC-K9 or equal	Security License for Cisco 2901-2951 or equal		each	1		\$0.00
SL-29-UC-K9 or equal	Unified Communication License for Cisco 2901-2951 or equal		each	1		\$0.00
HWIC-BLANK or equal	Blank faceplate for HWIC slot on Cisco ISR or equal		each	2		\$0.00
ISR-CCP-EXP or equal	Cisco Config Pro Express on Router Flash or equal		each	1		\$0.00
MEM-2900-512MB-DEF or equal	512MB DRAM for Cisco 2901-2921 ISR (Default) or equal		each	1		\$0.00
AIR-SAP2602I-A-K9 or equal	802.11n Auto ; 3x4:3SS; Mod;Int Ant; A Reg Domain or equal		each	14		\$0.00
AIR-AP-T-RAIL-F or equal	Ceiling Grid Clip for Aironet APs - Flush Mount or equal		each	14		\$0.00
AIR-AP-T-RAIL-R or equal	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default) or equal		each	14		\$0.00
AIR-CHNL-ADAPTER or equal	T-Rail Channel Adapter for Cisco Aironet Access Points or equal		each	14		\$0.00
AIR-AP-BRACKET-1 or equal	802.11n AP Low Profile Mounting Bracket (Default) or equal		each	14		\$0.00
S2G1K9W7-15202JB or equal	Cisco 2600 Series IOS WIRELESS LAN or equal		each	14		\$0.00
AIR-CT2504-K9 or equal	2504 Wireless Controller with 0 AP Licenses or equal		each	2		\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

CON-SNTE-CT2515 or equal	SMARTNET 8x5xNBD 2504 WLC with 15 AP (36 months) or equal		each	2		\$0.00
AIR-CT2504-SW-7.5 or equal	Cisco 2504 Wireless Controller SW Rel. 7.5 or equal		each	2		\$0.00
CAB-AC2 or equal	AC Power cord North America or equal		each	2		\$0.00
AIR-CT2504-RMNT or equal	2504 Wireless Controller Rack Mount Bracket or equal		each	2		\$0.00
AIR-CT2504-CCBL or equal	2504 Wireless Controller Console Cable or equal		each	2		\$0.00
LIC-CT2504-5 or equal	5 AP License for 2504 WLAN Controller or equal		each	4		\$0.00
LIC-CT2504-BASE or equal	Base Software License or equal		each	2		\$0.00
LIC-CT25-DTLS-K9 or equal	2504 Wireless Controller DTLS License or equal		each	2		\$0.00
L-CSACS-54VM-K9 or equal	ACS 5.4 VMware Software + Base License (Electronic Delivery) or equal		each	1		\$0.00
CON-SAS-CSACS5V or equal	SW APP SUPP ACS 5.4 VMware Software (36 months) or equal		each	1		\$0.00
L-CSACS-5-BASE-LIC or equal	Cisco Secure ACS 5 Base License (Electronic Delivery) or equal		each	1		\$0.00
SFP-10G-SR= or equal	Cisco SFP+ Module LC Pluggable Transceiver for 300m or equal		each	14		\$0.00
WS-C2960S-48LPD-L or equal	Cisco Catalyst 48port GigE POE 370W, 2x10G SFP+ LAN or equal		each	7		\$0.00
C2960S-STACK or equal	Cisco Catalyst 2960S Flexstack Stack module or equal		each	5		\$0.00
CAB-STK-E-1M or equal	Cisco Catalyst 2960S Flexstack Cable or equal		each	2		\$0.00
WS-C3750X-48P-S or equal	Catalyst 3750X 48 Port PoE IP Base 370W or equal		each	2		\$0.00
C3KX-NM-10G or equal	Catalyst 3K-X 10G Network Module option PID or equal		each	2		\$0.00
S375XVK9T-15001SE or equal	Catalyst 3570 IOS with web-based device manager or equal		each	2		\$0.00
CAB-STACK-1M or equal	Cisco StackWise 1M Stacking Cable or equal		each	2		\$0.00
CAB-3KX-AC or equal	AC Power Cord for Catalyst 3K-X (North America) or equal		each	2		\$0.00
ASA5512-IPS-K9 or equal	ASA 5512-X with IPS SW 6GE Data 1GE Mgmt AC 3DES/AES or equal		each	2		\$0.00
CON-SU2-A12IPS9 or equal	IPS SVC AR 8x5xNBD ASA 5512-X with IPS SW 6GE Data 1GE M (36 months) or equal		each	2		\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

SF-ASA-X-9.0-K8 or equal	ASA 9.0 Software image for -X platforms and ASA-SM Blade or equal		each	2		\$0.00
SF-ASAIPS64-7.1-K9 or equal	ASA 5500-X IPS Software 7.1 for IPS SSP or equal		each	2		\$0.00
ASA5512-SEC-PL or equal	ASA 5512-X Sec. Plus Lic. w/ HA Sec Ctxt more VLAN + Conns or equal		each	2		\$0.00
ASA5512-IPS-SSP or equal	ASA 5512-X IPS SSP License or equal		each	2		\$0.00
ASA5500-SSL-10 or equal	ASA 5500 SSL VPN 10 Premium User License or equal		each	1		\$0.00
CAB-AC or equal	AC Power Cord (North America) C13 NEMA 5-15P 2.1m or equal		each	2		\$0.00
ASA-VPN-CLNT-K9 or equal	Cisco VPN Client Software (Windows Solaris Linux Mac) or equal		each	2		\$0.00
ASA5500-ENCR-K9 or equal	ASA 5500 Strong Encryption License (3DES/AES) or equal		each	2		\$0.00
ASA-ANYCONN-CSD-K9 or equal	ASA 5500 AnyConnect Client + Cisco Security Desktop Software or equal		each	2		\$0.00
ASA5512-MB or equal	ASA 5512 IPS Part Number with which PCB Serial is associated or equal		each	2		\$0.00
ASA5515-IPS-K9 or equal	ASA 5515-X with IPS SW 6GE Data 1GE Mgmt AC 3DES/AES or equal		each	2		\$0.00
CON-SU2-A15IPS9 or equal	IPS SVC AR 8x5xNBD ASA 5515-X with IPS SW 6GE Data 1GE (36 months) or equal		each	2		\$0.00
ASA5515-IPS-SSP or equal	ASA 5515-X IPS SSP License or equal		each	2		\$0.00
ASA5500-SSL-10 or equal	ASA 5500 SSL VPN 10 Premium User License or equal		each	1		\$0.00
CAB-AC or equal	AC Power Cord (North America) C13 NEMA 5-15P 2.1m or equal		each	2		\$0.00
ASA-VPN-CLNT-K9 or equal	Cisco VPN Client Software (Windows Solaris Linux Mac) or equal		each	2		\$0.00
ASA5500-ENCR-K9 or equal	ASA 5500 Strong Encryption License (3DES/AES) or equal		each	2		\$0.00
ASA-ANYCONN-CSD-K9 or equal	ASA 5500 AnyConnect Client + Cisco Security Desktop Software or equal		each	2		\$0.00
ASA5515-MB or equal	ASA 5515 IPS Part Number with which PCB Serial is associated or equal		each	2		\$0.00
SF-ASA-X-9.0-K8 or equal	ASA 9.0 Software image for -X platforms and ASA-SM Blade or equal		each	2		\$0.00
SF-ASAIPS64-7.1-K9 or equal	ASA 5500-X IPS Software 7.1 for IPS SSP or equal		each	2		\$0.00

RFQ WVAGO-5314
Exhibit A Pricing Page

CTS-SX20-PHD4X-K9 or equal	SX20 Quick Set HD NPP 4x PHDCam 1 mic remote cntrl or equal		each	3		\$0.00
CON-ECEN-SX2PHD4X or equal	ESS 8x5xNBD SX20 Qk Set HD NPP4x PHDCam1 mic RC (36 Months) or equal		each	3		\$0.00
SW-S52011-TC6 or equal	SW Image Non-Encrypted SX Series or equal		each	3		\$0.00
CTS-CTRL-DVC8 or equal	Touch 8 - Control Device or equal		each	3		\$0.00
CON-ECEN-CTRLDVC8 or equal	ESS 8x5xNBD InTouch 8 - Control Device or equal		each	3		\$0.00
CTS-SX20CODEC or equal	SX20 Codec - no encrption or equal		each	3		\$0.00
LIC-S52011-TC or equal	License Key Software Non-Encrypted or equal		each	3		\$0.00
LIC-SX20 or equal	SX20 License Key or equal		each	3		\$0.00
LIC-SX20-HD or equal	High Definition Feature for SX20 or equal		each	3		\$0.00
LIC-SX20-NPP or equal	SX20 Natural Presenter Package (NPP) Option or equal		each	3		\$0.00
PWR-CORD-US-A or equal	Pwr Cord US 1.8m Black YP-12 To YC-12 or equal		each	3		\$0.00
PWR-CORD-US-A or equal	Pwr Cord US 1.8m Black YP-12 To YC-12 or equal		each	3		\$0.00
LIC-SX20-MS or equal	MultiSite Option for SX20 or equal		each	3		\$0.00
LIC-SX20-PR or equal	Premium Resolution Option for SX20 or equal		each	3		\$0.00
BRKT-PHD4X-MONITR or equal	Bracket mounting for 4x PHDCam to monitor or equal		each	3		\$0.00
CAB-2HDMI-3M or equal	HDMI to HDMI cable or equal		each	3		\$0.00
CAB-HDMI-PHD4XS2 or equal	Custom 4xcamera cable; HDMI Control and Power (3m) or equal		each	3		\$0.00
CTS-PHD1080P4XS2+ or equal	PrecisionHD Camera 1080p 4x SX20 auto expand or equal		each	3		\$0.00
CTS-QSC20-MIC+ or equal	Performance Mic - for auto expand only or equal		each	3		\$0.00
CTS-RMT-TRC5 or equal	Remote Control TRC 5 or equal		each	3		\$0.00
A. Subtotal for Hardware, Software, and Warranty						\$0.00

**RFQ WVAGO-5314
Exhibit A Pricing Page**

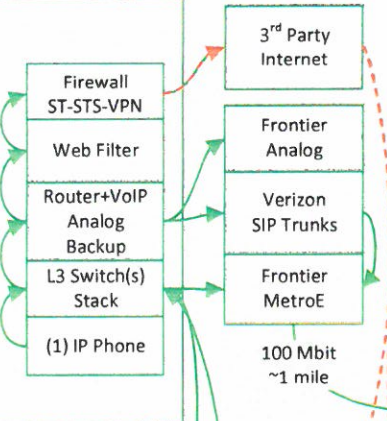
Professional Services

<u>Service</u>	<u>Unit of Measure Hour</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Cost</u>
Advanced Network Technician Install and Configuration	each	60.00		\$0.00
Associate Network Technician Install and Configuration	each	40.00		\$0.00
Testing of all Equipment per Specifications	each	16.00		\$0.00
On-Site Training for End Users and Administration Staff	each	30.00		\$0.00
Post Implementation Support Hours	each	30.00		\$0.00
B. Subtotal for Professional Services				\$0.00

<u>Total Fixed Price Summary</u>	
A. Subtotal for Hardware, Software, and Warranty	\$0.00
B. Subtotal for Professional Services	\$0.00
Total Fixed Price (Sub Totals A + B)	\$0.00

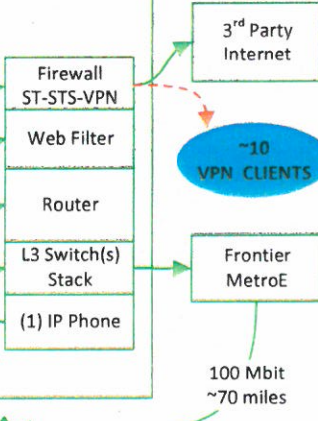
CAPITOL DATA CENTER (SUBNET SET 1)

- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (2) NEMA 5-15R 30 AMP PDU
 (1) Web Filter
 (2) 24 Port Switch (non-PoE)
 (2) Fibre Channel Switches
 (1) SAN Storage
 UPS POWER
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (1) Firewall
 (1) Router + WAP Control
 (1) Unified Communications Server (VoIP Messaging and Call Management)
 (1) Black/White LCD 2-button IP Phones

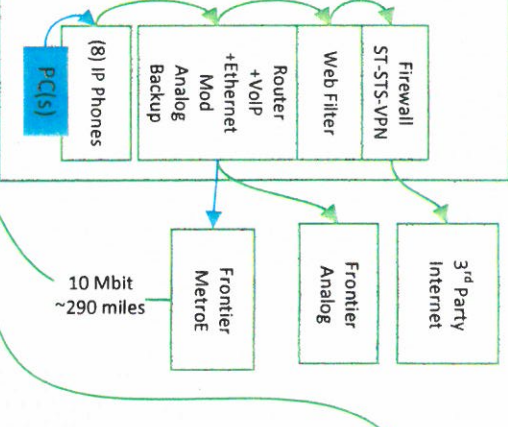


DISASTER RECOVERY (SUBNET SET 1)

- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (2) NEMA 5-15R 30 AMP PDU
 (1) Web Filter
 (2) 24 Port Switch (non-PoE)
 (1) SAN Storage
 UPS POWER
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (1) Firewall
 (1) Router
 (1) Black/White LCD 2-button IP Phones

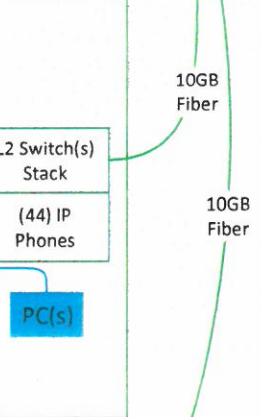


- MTB Consumer (SUBNET SET 3)**
- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (2) NEMA 5-15R 20 AMP PDU
 (1) Fax Machine/Analog Line
 (1) Web Filter
 (2) NAS/SCSI Storage
 UPS POWER
 NETWORK DROPS
NEW:
 (1) Firewall
 (1) Router, Ethernet, WAP Control
 (1) Wireless Access Point
 (1) Video Conference Unit
 (5) Color LCD 2-button IP Phones
 (1) Color LCD 6-button IP Phone for Reception
 (1) Conference Room IP Phone
 (1) Black/White LCD 2-button IP Phones



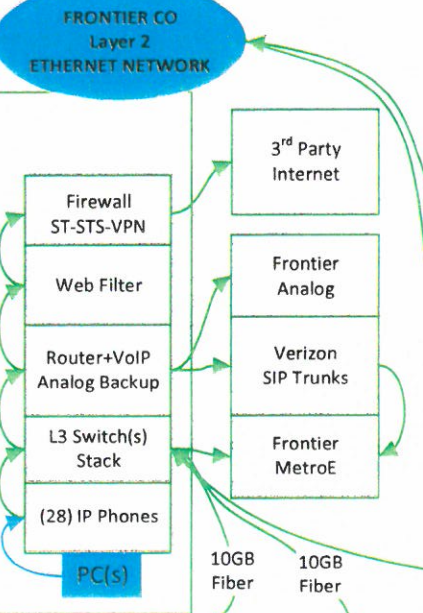
Main Office

- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (2) NEMA 5-15R 20 AMP PDU
 (4) Fax Machines/Analog Lines
 UPS POWER
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (3) 48 Port POE Switch
 (32) Color LCD 2-button IP Phones
 (5) Wireless Access Points
 (1) Video Conference Unit
 (1) Color LCD 2-button IP Phones + Receptionist Software
 (3) Conference Room IP Phone
 (4) Black/White LCD 2-button IP Phones



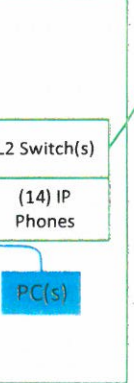
DHHR/Arts-EDU Location (SUBNET SET 2)

- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (2) NEMA 5-15R 20 AMP PDU
 (1) Web Filter
 (1) SAN Storage
 (2) Fax Machines/Analog Lines
 UPS POWER
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (1) Firewall
 (1) Router + WAP Control
 (2) 48 Port POE Switch
 (2) Wireless Access Points
 (22) Color LCD 2-button IP Phones
 (2) Color LCD 6-button IP Phones + For Reception
 (1) Conference Room IP Phone
 (1) Unified Comm Failover Server
 (3) Black/White LCD 2-button IP Phones



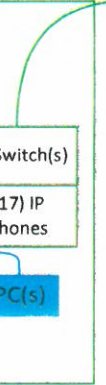
TAX

- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (2) NEMA 5-15R 20 AMP PDU
 (1) Fax Machine/Analog Line
 UPS POWER
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (1) 48 Port POE Switch
 (1) Wireless Access Point
 (11) Color LCD 2-button IP Phones
 (1) Color LCD 6-button IP Phone for Reception
 (1) Conference Room IP Phone
 (1) Black/White LCD 2-button IP Phones



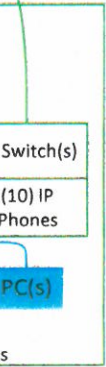
APPELLATE

- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (1) Fax Machine/Analog Line
 UPS POWER with NEMA 5-15R
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (1) 48 Port POE Switch
 (2) Wireless Access Points
 (1) Video Conference Unit
 (12) Color LCD 2-button IP Phones
 (1) Color LCD 6-button IP Phone for Reception
 (1) Conference Room IP Phone
 (1) Black/White LCD 2-button IP Phones



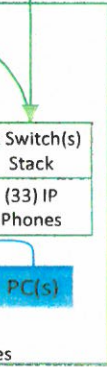
CIVIL

- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (1) 24 port POE switch
 (1) Fax Machine/Analog Line
 UPS POWER with NEMA 5-15R
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (1) Wireless Access Point
 (7) Color LCD 2-button IP Phones
 (1) Color LCD 6-button IP Phone for Reception
 (1) Conference Room IP Phone
 (1) Black/White LCD 2-button IP Phones



Consumer

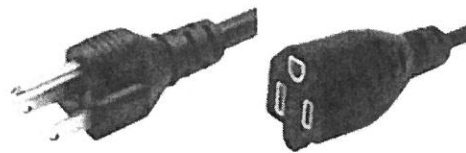
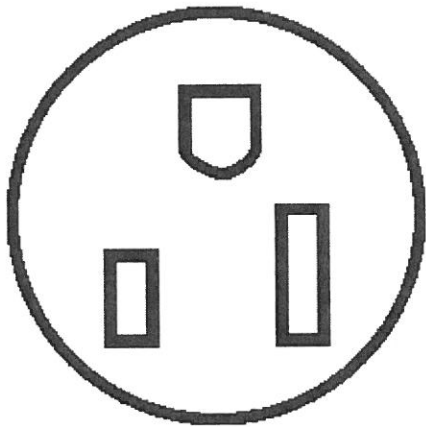
- Existing:**
 (1) 19" EIA 310 Compliant Server Rack
 (2) NEMA 5-15R 20 AMP PDU
 (1) Fax machine/Analog Line
 UPS POWER
 FIBER PANEL CONNECTIONS
 NETWORK DROPS
NEW:
 (2) 48 Port POE Switch
 (2) Wireless Access Points
 (28) Color LCD 2-button IP Phones
 (2) Color LCD 2-button IP Phones + Receptionist Software
 (3) Black/White LCD 2-button IP Phones



REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and
Professional Services

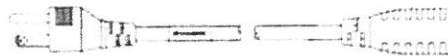
Exhibit C: NEMA5-15

NEMA 5-15- is a straight blade configuration, 2 pole, 3 wire grounding



NEMA 5-15P

NEMA 5-15R



Black Cord



REQUEST FOR QUOTATION

WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

Exhibit D: IEEE 802.11 a/b/g/n

802.11a - supports bandwidth up to 54 Mbps and signals in a regulated frequency spectrum around 5 GHz. This higher frequency compared to 802.11b shortens the range of 802.11a networks.

802.11b – supports bandwidth up to 11 Mbps and signals in a regulated frequency spectrum around 2.4 GHz.

802.11g – support bandwidth up to 54Mbps and signals in a regulated frequency spectrum around 2.4 GHz.

802.11n – supports bandwidth up to 150/MBs and signals in regulated frequency spectrum 2.4 GHz and 5 GHz

802.11 protocol	Freq. (GHz)	Bandwidth (MHz)	Data rate per stream (Mbit/s)	Allowable MIMO streams	Modulation	Approximate indoor range		Approximate outdoor range	
						(m)	(ft)	(m)	(ft)
—	2.4	20	1, 2	1	DSSS, FHSS	20	66	100	330
a	5	20	6, 9, 12, 18, 24, 36,	1	OFDM	35	115	120	390
	3.7		48, 54			—	—	5,000	16,000
b	2.4	20	5.5, 11	1	DSSS	38	125	140	460
g	2.4	20	6, 9, 12, 18, 24, 36,	1	OFDM, DSSS	38	125	140	460
			48, 54						
n	2.4/5	20	7.2, 14.4, 21.7, 28.9,	4	OFDM	70	230	250	820
		40	43.3, 57.8, 65, 72.2						
			15, 30, 45, 60, 90,			70	230	250	820
			120, 135, 150						

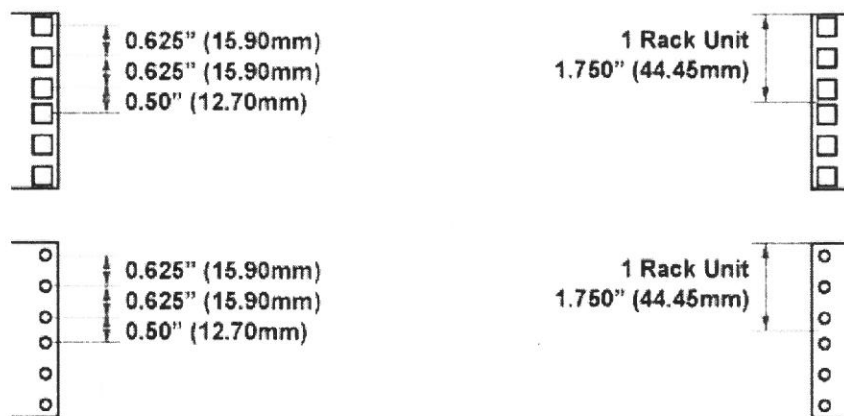
REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

Exhibit E: RMU 19 inch EIA-310 specification

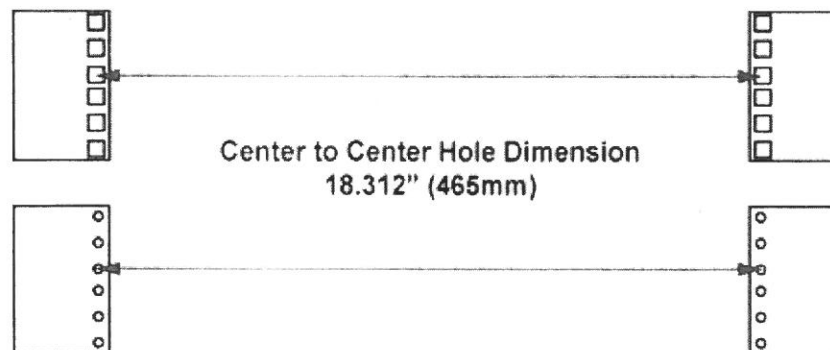
EIA: EIA stands for the Electronic Industries Association.

Overview: EIA-310 is a specification called the standard rack.. This specification standardizes several important features of 19" racks, such as the rack unit, vertical hole spacing, horizontal hole spacing, rack opening and front panel width. The specification also sets tolerances on each of these dimensions.

Vertical Hole Spacing: Vertical hole spacing is defined as a repeating pattern of holes within one Rack Unit of 1.75". The hole spacing alternated at: 1/2" – 5/8" – 5/8" and repeats. The start and stop of the "U" space is in the middle of the 1/2" spaced holes. See the diagram below:



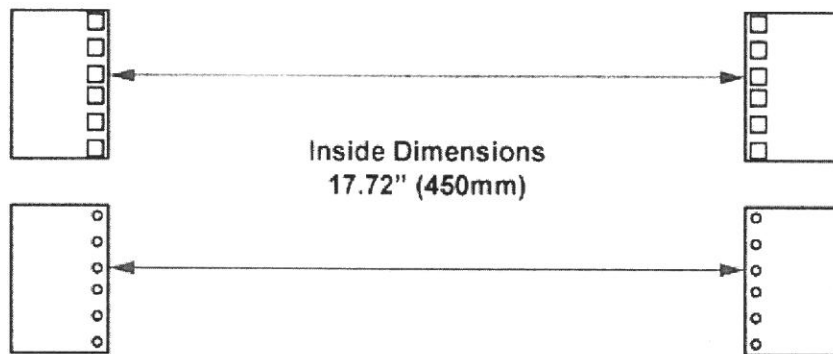
Horizontal Spacing: The horizontal spacing of the vertical rows of holes is specified by EIA-310 at 18 5/16" (18.312)(465.1 mm)



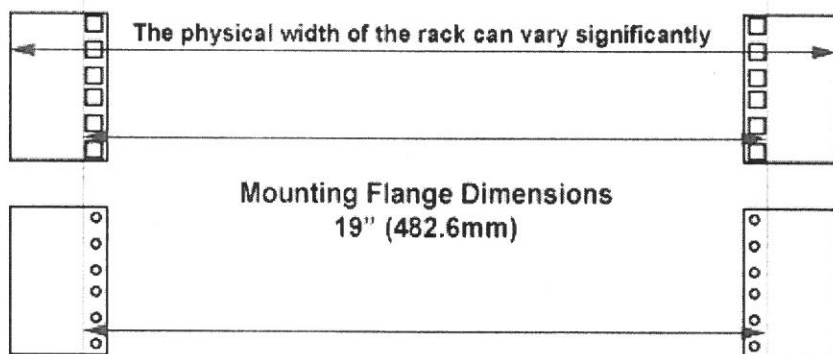
REQUEST FOR QUOTATION
WVAGO-5314 Voice Over Internet Protocol Hardware, Software, Video Conferencing and Professional Services

Exhibit E: RMU 19 inch EIA-310 specification

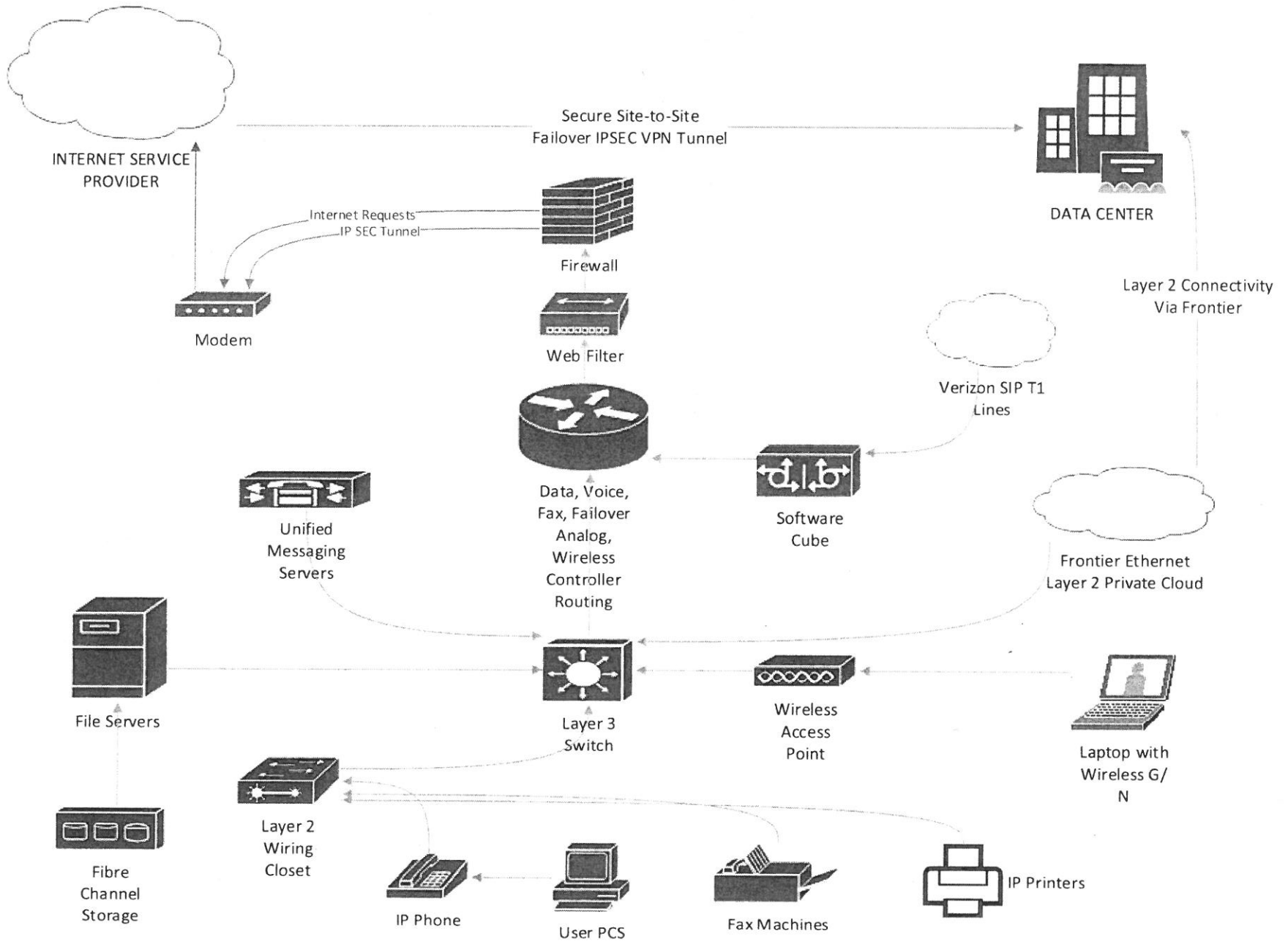
Rack Opening: The opening in the rack is specified as a minimum of 17.72" (450mm).



Front Panel Width: The only dimension on a 19" rack that actually measures 19" is the width of the front panel of equipment.



REQUEST FOR QUOTATION EXHIBIT F
WVAGO-5314 Voice Over Internet Protocol Hardware, Software,
Video Conferencing and Professional Services



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number) (Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: AGO5314

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|--------------------------|----------------|--------------------------|-----------------|
| <input type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

RFQ No. DNR214007

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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 _____