



The attached “Network Equipment” Request for Proposal “RFP WVTA10-TELEQUIP” has been developed by the West Virginia Telehealth Alliance, Inc., which is a non-profit organization dedicated to advancing telehealth use and capabilities throughout the Mountain State.


The project is being undertaken as part of the WVTA’s participation in FCC’s Rural Health Care Pilot Program and will provide network equipment serving key eligible medical and medical research locations in West Virginia. Under a contractual agreement with the WVTA, Marshall University will be serving as the procurement agent and project manager for the WVTA for the project’s bidding, construction and operation.

Any questions or inquiries about this RFP or the project should be directed to the following:

Jack L. Shaffer, Jr.
Technical Director
West Virginia Telehealth Alliance
(304) 201-5707
www.wvtelehealth.org

or

Stephanie Smith
Office of Purchasing
Marshall University
One John Marshall Drive
Huntington, WV 25755-4100
(304) 696-2822
<http://www.marshall.edu/purchasing/bids.html>

Request for Proposal	 <p>Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2822</p>	Proposal# WVTA10-TELEQUIP
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Vendor:	Phone: Fax:	For information call: Buyer: Stephanie Smith Phone: (304) 696-2822
FEIN/SSN:		

Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL IN INK AND 2 ELECTRONIC COPIES, AND RECEIVED IN THE PURCHASING DEPARTMENT TO HAVE A DATE/TIME STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRINTED ON THE REVERSE SIDE HEREOF AND AS SET FORTH HEREIN.

DATE 03/09/10	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN: 04/29/2010 @ 3:00 p.m. or 28 days after posting, whichever is greater	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
		<p>Marshall University, on behalf of the West Virginia Telehealth Alliance will accept proposals for the following until 3:00 p.m. on April 29, 2010 or 28 days after posting, whichever is greater. At that time, proposals will be opened and recorded in Room 125, Old Main Building, located on the Campus of Marshall University.</p> <p style="text-align: center;">West Virginia Telehealth Alliance Network Equipment</p> <p style="text-align: center;">Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance Huntington, WV 25755</p> <p>All prices, costs, and conditions outlined in a vendor's proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for bids.</p>		
Total				

To the Office of Purchasing,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____
within _____ days
FOB _____ After receipt of order at address shown
Terms _____

Bidder's name Vendor _____
Signed By _____
Typed Name _____
Title _____
Street Address _____
City/State/Zip _____
Date _____ Phone _____
Fein _____

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**MARSHALL UNIVERSITY, SERVING AS THE PROCUREMENT AGENT FOR THE WEST
VIRGINIA TELEHEALTH ALLIANCE,
REQUEST FOR PROPOSAL
WVTA10-TELEQUIP**

1. GENERAL INFORMATION

1.1. PURPOSE

Marshall University, hereafter referred to as the University on behalf of the West Virginia Telehealth Alliance, (WVTA), invites proposers to provide network equipment.

Marshall University, acting as a coordinating agent and participant of the West Virginia Telehealth Alliance (WVTA), hereafter referred to as "Marshall" or the "University" or "Buyer" in conjunction with WVTA is soliciting proposals to provide required network equipment to complete the West Virginia Telehealth Alliance project in Huntington, West Virginia serving key medical and medical research locations in Huntington, WV as listed herein. **This is an equipment-only proposal;** no installation services are being sought.

The equipment in this bid will be used as a planned second phase of the WVTA's Huntington Metro Fiber project. The equipment will "light up" the fiber optic cable plant that was the first phase of this project. The Huntington Metro Fiber cable build is expected to be complete during the summer of 2010 and the equipment acquisition resulting from this bid will be essential to utilization of fiber build to complete the project.

In future phases of the West Virginia Telehealth Alliance Project, rural clinics that have normal referral patterns or are remote locations to any of the three Huntington facilities (Cabell Huntington Hospital, Saint Mary's Medical Center and Marshall University Physicians and Surgeons) will have spoke Metropolitan Ethernet connections from these major health care facilities that are linked via fiber. These rural facilities have daily clinical, educational and business interactions with their associated major healthcare facilities. All locations are actively engaged in Electronic Medical Records, Medical Imaging and remote clinical education. The West Virginia Telehealth Alliance has developed a bold plan for the advancement of telehealth adoption and telemedicine utilization in West Virginia, particularly in areas that are rural and medically underserved and face significant rural economic and demographic obstacles. Greater use of a dedicated network of advanced telecommunication and information infrastructure is vital to enabling rural health care centers in our state to access and leverage telehealth applications, information systems and educational resources.

1.2. DEFINITIONS

As used in this RFP, the following terms, whether used in the singular or plural, shall have the following meanings: Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, will hereinafter be referred to as "Marshall" or the "University" or "Buyer" in conjunction with WVTA

Respondents to the RFP shall be referred to as "Bidders."

The Bidder to whom the contract is awarded shall be referred to as the "Vendor."

State means State of West Virginia.

Contractor means proposer awarded the contract.

Proposer or Bidder means an entity submitting a proposal in response to this RFP in accordance with the requirements specified herein.

Contract means the written agreement that will be entered into by the University and the successful proposer which will be based on this RFP.

Proposal or Bid means the package on which the proposers will bid and is more fully described in this RFP.

RFP means the Request for Proposal requested herein.

1.3. PROJECT

This Request for Proposal is made as part of the Federal Communications Commission's Rural Health Care Pilot Program and will be funded in part by the medical and educational agents and participants. This initiative is the second phase of a multi-year enhancement of broadband service to rural health care and the Medical Centers serving and collaborating with rural providers. The enhancement will include access to Internet2 services via Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance. Information concerning the FCC/USAC pilot program can be found at the following website: <http://www.usac.org/rhc-pilot-program/> and the complete proposal at: <http://www.usac.org/rhc-pilot-program/vendors/>.

1.4. INQUIRIES

It is the responsibility of the bidder to inquire about any condition of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, <http://www.marshall.edu/purchasing/bids.html>.

Additional inquiries regarding specifications of this RFP must be submitted in writing to the Marshall Buyer with the exception of questions regarding the proposal submission which may be oral.

The bidder, or anyone on the bidder's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the bid.

Other than the methods described in this document, no other communication between bidders and the project team is permitted during the bidding process, from the time the RFP is posted on USAC's website until award of the contract.

Bidders are strongly encouraged to review this RFP before submitting a question. The deadline for submitting questions is 14 days from posting date to USAC'S website. The questions and answers will be distributed by addenda and posted to Marshall University's website (<http://www.marshall.edu/purchasing/bids.html>).

The University will do its best to respond in a timely manner, but an answer may require a response from WVTA, USAC, or the FCC. In no case will a failure of the university to answer a submitted question extend the proposal due date.

All inquiries of specification clarification may be submitted by e-mail, fax or mail addressed to:

Stephanie Smith, Purchasing Agent
 Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance,
 Office of Purchasing
 Old Main Room 125
 One John Marshall Drive
 Huntington, WV 25755-4100
 Email: smiths@marshall.edu, Ph: (304) 696-2822 / Fax: (304) 696-3333

University Contact after proposal award:

Mr. Michael Adkins, Director, Telecommunications & Networks
 Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance,
 Drinko Library 125
 1 John Marshall Drive
 Huntington, WV 25755
 Email: Adkins@marshall.edu, Phone: (304)696-3209

1.5. PROCURING/CONTRACTING AGENCY

This RFP is issued by Marshall University, which is the sole point of contact during the selection process. The Contract resulting from this RFP will also be administered by the WVTA. Mike Adkins (see below) is responsible for managing the vendor selection process.

The contract is prepared and signed in the Marshall University Office of Purchasing serving as the procurement agent for the West Virginia Telehealth Alliance, forwarded to the WVTA and the Attorney General's Office for approval as to form if necessary, encumbered and mailed to the appropriate parties.

1.6. WEST VIRGINIA TELEHEALTH ALLIANCE (WVTA)

The West Virginia Telehealth Alliance Project encompass rural clinics that have normal referral patterns or are remote locations to any of the three Huntington facilities (Cabell Huntington Hospital, Saint Mary's Medical Center and Marshall University Physicians and Surgeons) will have spoke Metropolitan Ethernet connections from these major health care facilities that are linked via fiber. These rural facilities have daily clinical, educational and business interactions with their associated major healthcare facilities. All locations are actively engaged in Electronic Medical Records, Medical Imaging and remote clinical education. The West Virginia Telehealth Alliance has developed a bold plan for the advancement of telehealth adoption and telemedicine utilization in West Virginia, particularly in areas that are rural and medically underserved and face significant rural economic and demographic obstacles. Greater use of a dedicated network of advanced telecommunication and information infrastructure is vital to enabling rural health care centers in our state to access and leverage telehealth applications, information systems and educational resources.

1.7. UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC)

USAC administers the Rural Health Care Pilot Program (RHCPP). USAC will employ a form called the Network Cost Worksheet (NCW) to approve planned project expenses and to manage the vendor payment process. The NCW will list all of the non-recurring and recurring vendor charges for building the broadband network and operating it during its first year of service. Vendors will be paid from two sources of funds: RHCPP funds administered by USAC and the participating Health Care Providers (HCPs), which must pay the balance. In order to be paid by USAC, the vendor must submit prepared invoices (similar to the NCW). The invoicing process is described in detail in Section 2.20.

1.8. FEDERAL COMMUNICATIONS COMMISSION (FCC) RHCPP

The FCC established the RHCPP in its 2006 Pilot Program Order. The goal of the Pilot Program is to "stimulate deployment of the broadband infrastructure necessary to support innovative telehealth and, in particular, telemedicine services to those areas of the country where the need for those benefits is most acute. ... Applicants [for Pilot Program grants] were instructed to present a strategy for aggregating the specific needs of health care providers (HCP) within a state or region, including providers that serve rural areas, and for leveraging existing technology to adopt the most efficient and cost-effective means of connecting those providers." Eighty-one consortiums from 43 states and three U.S. territories applied for funding. The FCC awarded funds to 69 applicants in FCC Order 07-198. These funds can be used to "support up to 85 percent of the costs associated with the construction of state or regional broadband health care networks and with the advanced telecommunications and information services provided over those networks." Funding was made available over a three-year period, although, due to delays, the original schedule may be extended so that funding will be available beyond mid-2010. For more information, see the FCC's project site at <http://www.fcc.gov/cgb/rural/rhcp.html>. The FCC selected applicants based on a number of criteria.

1.9. PARTICIPATING ENTITIES/HCPs

1. Marshall University Robert C. Byrd Biotechnology Science Center (Housing School of Medicine Faculty), 1249 15th St, Huntington, WV
2. Marshall University Drinko Library, One John Marshall Drive, Huntington, WV
3. St. Mary's Medical Center, 2900 1st Ave, Huntington, WV
4. St. Mary's Medical Education Center, 2825 Fifth Ave, Huntington, WV
5. Cabell Huntington Hospital, 1340 Hal Greer Blvd, Huntington, WV

6. Cabell Huntington Surgery Center, 1201 Hal Greer Blvd, Huntington, WV

1.10. OWNERSHIP OF EQUIPMENT

All equipment becomes the property of the participating entities once it is delivered and accepted by the WVTA .

1.11. OPERATING ENVIRONMENT

Location:

See Appendix B, FCC USAC Internet2 Huntington Fiber map

Buildings (Hubs) Served

1. Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, 's Robert C. Byrd Biotechnology Science Center (Housing School of Medicine Faculty) 1249 15th Street, Huntington, WV
to St. Mary's Medical Center 2900 1st Ave, Huntington, WV
 - 24SM Fiber- Diverse Route
 - Diverse Entrance # 1 into St. Mary's Medical Center
 - 20th St., Huntington, WV
 - 2900 1st Ave, Huntington, WV
2. St. Mary's Medical Center to St. Mary's Medical Education Center
 - 24SM Fiber- Diverse Route
 - Diverse Entrance # 2 into St. Mary's Medical Center
 - Diverse Entrance # 1 into St. Mary's Medical Education Center
 - 2900 1st Ave, Huntington, WV
 - 2825 Fifth Ave, Huntington, WV - Old Big Bear on 29th St. Huntington, WV
3. Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Cabell Hall (Campus fiber connect site only) to St. Mary's Medical Education Center (2825 Fifth Ave, Huntington, WV)
 - 24SM Fiber- Diverse Route
 - Diverse Entrance # 2 into St. Mary's Medical Education Center
 - 20th St., Huntington, WV
 - 2825 Fifth Ave, Huntington, WV - Old Big Bear on 29th St. Huntington, WV
4. Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, 's Drinko Library (Campus fiber POP) to the Byrd Clinical Center via the AEP APCO AMP Site – 1122 Seventh Ave, Huntington, WV (this is the site of a number of CLEC co-locations and will optimize connectivity to a number of carriers) A service loop adequate to enter and leave this building must be supplied.
 - 24SM Fiber – Diverse Route from Existing Fiber Route
 - 1 John Marshall Drive, Huntington, WV
 - 1249 15th St, Huntington, WV
5. Byrd Clinical Center to the Cabell Huntington Hospital
 - 24SM Fiber – Diverse Route from Existing Fiber Route
 - 1249 15th St, Huntington, WV
 - 1340 Hal Greer Blvd, Huntington, WV
6. Byrd Clinical Center to the Cabell Huntington Surgery Center (1201 Hal Greer Blvd, Huntington, WV)
 - 24SM Fiber
 - 1249 15th St, Huntington, WV
 - 1201 Hal Greer Blvd, Huntington, WV

1.12. PROPOSAL DUE DATE

The proposal is due April 29, 2010 or 28 days after posting, whichever is greater @ 3:00 p.m. as posted on the Universal Service Administrative Company (USAC) website at <http://www.usac.org/rhc-pilot-program/vendors/>. This should be approximately 30 calendar days from the date the RFP is posted on the USAC website. Once an "Allowable Contract Date" has been set by USAC, an updated calendar will be posted at <http://www.marshall.edu/purchasing.bids>

All dates are offsets of the “Allowable Contract Date” (ACD) posted on the USAC website. The ACD is approximately the date the RFP is posted on USAC’s website plus 28 days. If any date falls on a weekend or federal holiday, the event will be moved to the next business day. Once an ACD has been set by USAC, an updated calendar with actual dates will be posted at <http://www.marshall.edu/purchasing.bids>

DATE - NUMBER OF CALENDAR DAYS EVENT

ACD ~ - 28 Date RFP is posted on the USAC website

ACD ~ - 14 Last day to submit questions

ACD ~ + 2 Proposals due from vendors (April 29, 2010 or 28 days from post date whichever is greater)

1.13. DETAILED SUBMISSION INFORMATION

Late proposals will not be considered. If there is any variance between the electronic and printed versions, except for signatures, the proposal may be rejected in whole or in part. Do not submit proposals by fax.

A cover letter must accompany the proposal documents. The letter should clearly identify the RFP #: WVTA10-TELEQUIP; the vendor name; the primary contact person for the vendor’s proposal and contact information. The cover letter must be signed by an individual authorized and empowered to bind the vendor to the provisions of this RFP and any Purchase Order awarded pursuant to it. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

Vendors must submit proposals in both paper and electronic formats:

Original

One (1) hard copy must be delivered to the Marshall University Office of Purchasing
Delivery may be made by the U. S. Postal Service, by express delivery service, or in person using the following physical address:

Marshall University Office of Purchasing
One John Marshall Drive
Old Main Building Room125
Huntington, WV 25755-4100

Electronic Submission

Two electronic copies of the proposal in Microsoft Word or Adobe Acrobat PDF format MUST be submitted with the original RFP on or before the due date and time.

1.14. RFP FORMAT

This RFP has four parts: “Section 1” contains general information; “Section 2” terms and conditions and contractual requirements; “Section 3” is a statement of the specifications for the equipment requested pursuant to this RFP; and, “Section 4” explains the required format of the Vendor’s response to the RFP including the evaluation criteria to be used in evaluating the proposals received and how the evaluations will be conducted.

1.15. MANDATORY REQUIREMENTS

The mandatory sections included in sections 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word “must”, “shall, or “will” are mandatory. The Bidder is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple “yes” or “no” response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the Bidder’s proposal and the evaluation process terminated for that bidder.

Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the University.

1.16. INFORMATIONAL SECTIONS

All non-mandatory information specifications do not require a response from the Bidder. They are intended to aid the bidder in structuring an effective proposal capable of meeting the needs of the University.

1.17. ORAL STATEMENTS AND COMMITMENTS

Bidder must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Bidder's representatives and any Marshall personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.18. CONTRACT TERMS AND CONDITIONS

This Request for Proposal contains all the contractual terms and conditions under which the State of West Virginia and the University will enter into a contract.

1.19. DEBARMENT AND SUSPENSION:

Bidder will not be considered in proposal process if debarred or suspended and no entity, agency or person associated with the Bidder is debarred or suspended. Submission of a signed bid in response to this solicitation is certification that your firm (or any sub vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.20. PROPOSAL SUBMISSION INSTRUCTIONS

Bidders must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Section 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The University reserves the right to waive any informality in the proposal format and minor irregularities.

1.21. BEST VALUE PURCHASING STANDARD FORMAT

All Requests for Proposals should follow the standard format defined by the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing. This format addresses required areas and enables the University to modify the background and scope of work to meet its needs.

All proposals must be submitted to the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing prior to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.22. LABELING OF RFP SECTIONS

The sections within this RFP contain instructions governing how the vendor's proposal is to be arranged; submitted; and to identify the material to be included therein.

1.23. PROPOSAL ARRANGEMENT

Bidders shall ensure that all information required herein is submitted with the bid. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

1.24. BIDDER'S PROPOSAL FORMAT

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Bidder, Bidder's business address, telephone number, name of authorized contact person to speak on behalf of the Bidder, dated and signed.

Submittals: Bidder must submit the required documents. Refer to Section 3

Table of Contents - Clearly identify the material by section and page number.
 Section I – VENDOR QUALIFICATIONS
 Section II – EQUIPMENT LIST
 Section III – IMPLEMENTATION SHIP SCHEDULE
 Section IV – COST

1.25. PROPOSAL RESPONSE DELIVERY LOCATION AND TIME

Bidders mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Normal business hours are 8:00 a.m. to 4:30 p.m. Monday through Friday. Bids received after the due date will be returned unopened. Bids are open to the public.

Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of bid. In the event that the University is closed due to inclement weather on the day that a bid is due, bids will be accepted on the next day that the University is open. Bidders may wish to call 304-696-HELP if the weather is bad, to learn if the University has closed. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.

Bidders responding to this RFP shall submit One original paper document and two (2) electronic (CDs or flash drives) of proposal to:

Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing
 Old Main Room 125
 One John Marshall Drive
 Huntington, WV 25755-4100

The outside of the envelope or package(s) should be clearly marked:
 Buyer: Stephanie Smith
 Requisition#: WVTA10-TELEQUIP
 Opening Date: April 29, 2010 or 28 days after posting, whichever is greater
 Opening Time: 3:00 pm

1.26. TECHNICAL AND COST EVALUATION

The pre-selected, approved evaluation committee will review the technical portion of the proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing.

The evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring Bidder and sends a final consensus recommendation to the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing.

1.27. PROPOSAL SELECTION

The University may select the bidder which, in its opinion, has made the bid that is the most cost effective as defined by the FCC Rural Health Care Pilot Program. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of bids. The University reserves the right to reject any or all bids, in whole or in part, and is not necessarily bound to accept the lowest cost bid if that bid is contrary to the best interests of the University. The University may cancel this Request for Proposal or reject any or all bids in whole or in part. If the University determines in its sole discretion that only one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

The contract is prepared and signed in the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing, forwarded to the WVTA and the Attorney General's Office for approval as to form if necessary, encumbered and mailed to the appropriate parties.

1.28. AWARD PROTEST

Bidders may appeal the award decision by submitting a written protest to the Director of the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing within five (5) business days of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

Proposal Understanding:

By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.29. PROPOSAL VALIDITY

Unless specified otherwise, all proposals shall be valid for 90 days from the due date of the proposal

1.30. ADDENDA

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the University to all bidders of record.

1.31. INDEPENDENT PRICE DETERMINATION

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.32. PRICE QUOTATIONS

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.33. SCHEDULE OF EVENTS

Release of RFP by this date	date posted to USAC website
Questions from bidders	14 days of post date
Release of response to questions to qualified bidders and/or Bid Addendum	TBD (To be determined)
Bid Opening	April 29, 2010 or 28 days after posting, whichever is greater

1.1. ECONOMY OF PREPARATION

Bidder assumes all costs of preparation of the bid. The University and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.2. PUBLIC RECORD

Written Release of Information:

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page or a minimum of \$10.00 per request whichever is greater.

Risk of Disclosure:

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to Marshall by a bidder puts the risk of disclosure on the bidder. The University does not guarantee non-disclosure of any information to the public.

Confidentiality:

The information contained in bids submitted for the University's consideration is available for public inspection unless specifically requested and marked in the bid package. Pricing and other information that is an integral part of the offer cannot be considered confidential.

The University will honor requests for confidentiality for information of a proprietary nature. Clearly mark and isolate any information considered confidential.

1.3. INSURANCE AND BOND REQUIREMENTS

Bonding is not a requirement of this proposal. The successful Bidder will be required provide evidence of insurance coverage to the minimum limits required by the Contract documents.

2. TERMS AND CONDITIONS

2.1. CONFLICT OF INTEREST

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the University.

2.2. PROHIBITION AGAINST GRATUITIES

Bidder warrants that it has not employed any company or person other than a bona fide employee working solely for the bidder or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the University shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

2.3. CERTIFICATIONS RELATED TO LOBBYING

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

2.4. VENDOR RELATIONSHIP

The relationship of the Vendor to the University shall be that of an independent vendor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent vendor 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 RFP and resulting contract. Neither the Vendor, nor any employees or vendors of the vendor, shall be deemed to be employees of the University for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and vendors 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the University, and shall provide the University 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. The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the University. Whether the Vendor is corporation, partnership, other legal entity, or an individual, the Vendor is an independent vendor. If the Vendor is an individual, the Vendor's duties will be performed with the understanding that the Vendor is a self-employed person, has special expertise as to the services which the Vendor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Vendor; however, the nature of the services and the results to be achieved shall be specified by the University. The Vendor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein.

Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime vendor responsibility for all services offered and products to be delivered under the terms of this contract. The University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all sub-vendors.

2.5. EQUAL OPPORTUNITY

In the execution of the contract, the Vendor and all sub-vendors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

2.6. SEXUAL HARASSMENT

The University is committed to providing a positive environment for all involved. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University

policy by the Board of Governors. Failure to comply with this policy could result in termination of this contract without advanced notice.

2.7. SMOKING POLICY

The University must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings. This rule must also apply to all vendors and workers in existing University buildings. The vendor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

2.8. CONDITION AND CARE OF SITE AND PROTECTION OF THE WORK

The vendor shall continuously maintain adequate protection of all work covered by the contract from damage and shall protect the property from injury or loss arising in connection with this contract, and shall make good any such damage, injury or loss. The vendor shall adequately protect adjacent property as provided by law and the Contract Documents.

2.9. ASSIGNMENT

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Vendor assign any money due or to become due without the prior written consent of the University.

2.10. INDEMNIFICATION

The Vendor agrees to indemnify, defend and hold harmless the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any sub-vendor, 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 sub-vendors 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 sub-vendors to observe State and Federal laws, including but not limited to labor and wage laws.

2.11. LIQUIDATED DAMAGES

Not applicable to this RFP.

2.12. LITIGATION

This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of West Virginia. The Vendor agrees that any litigation, action or proceeding arising out of this contract, shall be instituted a state court located in the State of West Virginia.

2.13. CONTRACT PROVISIONS

After the successful Bidder is selected, a formal contract document will be executed between the University and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP. If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed bid submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Vendor, all of which shall be referred to collectively as the Contract Documents. In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.14. COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor shall observe all laws, ordinances, regulations and policies of the United States, the State of West Virginia, the City of Huntington, and the University which may be applicable to its operation and shall, at its own cost, maintain all permits and licenses necessary to its operation. The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of

any regulating body. The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the vendor. It is clearly understood that the University is exempt from any taxes regarding performance of the scope of work of this contract.

The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

2.15. NON-APPROPRIATION OF FUNDS

If the University is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the University may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The University shall give the vendor written notice of such non-allocation of funds as soon as possible after the University receives notice. No penalty shall accrue to the University in the event this provision is exercised.

2.16. CANCELLATION/TERMINATION

The University may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The University shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the University shall issue the Vendor an order to cease any and all work immediately.

The University shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated by the University with thirty (30) days prior notice. If the Vendor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Vendor of such default and if adequate correction is not made within 30 days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the University, either the University or the Vendor may terminate this contract by giving 90 days advance written notice to the other party.

Cancellation does not release the Vendor from its obligation to provide goods or services per the terms of the contract during the notification period.

2.17. SURVIVAL

The terms, conditions, warranties and representations made in this contract will survive the termination of this contract for a period of one year.

2.18. RECORD RETENTION (ACCESS & CONFIDENTIALITY)

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor.

The Vendor shall maintain such records a minimum of five (5) years upon contract termination and make available all records to the University personnel at Vendor's location during normal business hours upon written request by the University within 10 days after receipt of the request. Vendor shall have access to private and confidential data maintained by the University to the extent required for Vendor to carry out the duties and responsibilities defined in this contract.

Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, sub-vendors or individuals permitted access by Vendor.

2.19. CONTRACT MODIFICATION AND AMENDMENT

The parties may adjust the specific terms of this contract (except for pricing and/or commission) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Vendor must be in writing to the Director of Purchasing or his designee. Any agreed upon modification or amendment must be in writing and signed by both parties.

If changes to the original contract become necessary, a formal contract change order will be negotiated by the University, serving as the procurement agent for the West Virginia Telehealth Alliance and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Marshall University, serving as the procurement agent for the West Virginia Telehealth Alliance, Office of Purchasing and if necessary approved as to form by the West Virginia Attorney General's Office, encumbered and mailed prior to the effective date of such amendment.

An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. If the Vendor needs clarification or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification or approval from the Director of Purchasing or his designee.

As soon as possible after receipt of a written change request from the University, serving as the procurement agent for the West Virginia Telehealth Alliance, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the University, serving as the procurement agent for the West Virginia Telehealth Alliance, a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

No change shall be implemented by the vendor until such time as the vendor receives an approved written change order.

2.20. VENDOR INVOICING AND PAYMENT PROCESSES

The Vendor shall submit invoices, in arrears, as outlined by the guidelines of the FCC/USAC, (15% participant and 85% USAC) at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

The vendor invoicing process described in this section is mandated by USAC and its various administrative requirements.

Questions regarding the invoicing process should be directed to smiths@marshall.edu

At a minimum, every vendor invoice submitted to WVTA must contain the Vendor invoice number; Vendor invoice date; Vendor Billing Account Number (BAN); and Total invoice amount.

2.20.1. Network Cost Worksheet (NCW)

During the invoicing process USAC mandates use of the Network Cost Worksheet (NCW) to process the charges. This RFP incorporates some elements of the NCW. WVTA will make the necessary conversions to the NCW format for submission to USAC, but the vendor's cooperation will be required.

2.20.2. Invoice Incurred Costs

USAC will disburse RHCPP funds to the vendor based on the submission of detailed invoices for incurred eligible expenses. Invoices should be submitted on a monthly or less frequent basis. The vendor will be paid only for incurred costs: hardware will have to have been delivered and formally accepted before the vendor can invoice WVTA/USAC for any expenses, respectively. WVTA will only process invoiced items that are subject to acceptance and testing that have been delivered and accepted.

2.20.3. Allocation of Costs

The vendor must allocate all costs associated with the project to specific HCP participants. Any specific cost attributable to multiple participants must be allocated on a reasonable and demonstrable basis. Any cost that does not directly support the health care network cannot be funded by the RHCPP project.

The vendor must use the WVTA Site Number listed in section 1.9 in all invoicing transactions.

Each and every identifiable one-time (non-recurring) cost to construct the health care network must be allocated to the participating sites and described using the following fields:

- A “Non-recurring” tag;
- Identification of the participating HCP site that will receive the equipment or to whom the network construction costs are being allocated. Use the participating site Number shown in section 1.9
- General description of the item. The description of each hardware item must include the manufacturer and model number. If any costs are allocated among two or more sites, briefly explain why.
- Category, e.g., equipment, infrastructure, etc.;
- Component, e.g., fiber, network switch, router, T-1, bandwidth fee, connection fee, install fee, etc.
- Optional expanded description/details/comments;
- The number of items (e.g., two identical routers installed at the same site);
- The cost per item; and
- The total cost for this line item, i.e., the “number of items” times “the cost per item.”

2.20.4. Funding Sources

The vendor will be reimbursed from two funding sources: the FCC (via USAC and the WVTA). The FCC (through USAC/WVTA) will reimburse up to 85% of the costs. The participating entities will cover the remaining amount (15%).

2.20.5. Five-Step Invoicing Process

The vendor will invoice FCC/USAC/WVTA using the following process:

1. Vendor Invoices and Collects Payment

The vendor must first invoice the participating entities through Marshall University and *collect* its 15% share of the cost *before* it can invoice WVTA.

2. Vendor Invoices WVTA

After receipt of payment from the participating entities, the vendor may invoice the balance (85% or less) to WVTA. The vendor must send WVTA an invoice containing the data detailed below and showing the full cost, the amount paid by the participating entities, and the amount to be paid by USAC/WVTA; a single invoice may include multiple items. However, each charge must be itemized.

- i. Proof that the HCPs paid its required percentage; and
- ii. A copy of the Network Cost Worksheet (NCW) pages that contains the participating entities invoiced items. These items should be highlighted.

3. WVTA Processes Invoice

- i. WVTA will review the invoice, proof of the participating entities’ payments, and marked-up NCW.
- ii. WVTA will reformat the invoice to USAC specifications, certify the invoice, and return it to the vendor. At the same time, WVTA will submit documentation supporting the invoice to USAC.

4. Vendor Certifies Invoice

The vendor will also certify the invoice WVTA has prepared and then submit it to USAC for payment.

5. USAC Reviews and Pays

USAC will review the invoice submitted by the vendor and the supporting documentation submitted by WVTA and then pay the vendor. USAC currently pays invoices twice a month.

3. SPECIFICATIONS

3.1. OVERVIEW

A complete list of equipment is provided in Section 3.4. All equipment, transmission methods, and systems must be “industry-standard.” Industry-standard is defined as the most current version of relative standard(s) set by an American National Standards Institute (ANSI) or International Organization for Standardization (ISO)-accredited Standards Developing Organization (SDO), such as the Institute of Electrical and Electronics Engineers (IEEE), Telecommunications Industry Association (TIA), or Electronic Industries Alliance (EIA). Vendors must list the relevant standards the solution utilizes. All equipment must be Restriction of Hazardous Substances (RoHS) compliant.

The overall reliability of the network and all components comprising the network and all hardware must be manufactured by a recognized market leader with at least five (5) years of experience. As an attachment to its response to the RFP, bidders must provide manufacturer specification/data sheets for all alternate hardware that is proposed.

3.2. ALTERNATE PROPOSALS

Bidders may propose other than specified equipment but all equipment must meet the specifications and have equal or better feature sets than models of the equipment listed in Section 3.4.

3.2.1. Training Expense

Bidders submitting “or equal” or alternate proposals must provide the estimated cost for training and the number of hours of training required for each network staff member to become certified to operate all aspects of the equipment being proposed. The proposal submittal shall include the time period required for training and the training location for approximately twenty (20) staff members. This cost will be added to the equipment proposal to arrive at an overall cost for the equipment. **This training expense is ineligible for Pilot Program Support, but a separate bid price is requested.**

3.2.2. Comparisons

Bidders submitting “or equal” or alternate proposals must provide specifications of the equipment proposal complete with comparisons to the specific equipment listed in Section 3.4

3.2.3. Oral Presentations and/or Demonstrations

WVTA may require bidders to make oral presentations to provide details for alternate proposals.

3.3. DELIVERY

The vendor is responsible for delivery of all items in good condition to the Marshall University Central Receiving Department. The vendor is responsible for replacing any items damaged during shipping or that otherwise do not arrive in good working order. The vendor is responsible for any and all costs associated with delivery. Shipment tracking information must be sent to the project manager once it is available. Vendor shall include the Purchase Order number on all invoices and exterior packing labels or materials

3.3.1. Implementation/Shipping Schedule

The vendor must have the ability to deliver commodities within ninety (90) days after receipt of order (ARO). Availability shall be ninety (90) business days after receipt of Purchase Order.

Provide a shipping schedule showing when each item will be delivered.

The equipment shall have all specified software installed upon delivery. All documentation, media, registration cards, and original packing material shall be provided to WVTA. Registration of software will be managed and retained by WVTA.

3.3.2. Delivery Location

The delivery location is Marshall University Receiving Department. All items shall be shipped to:

Marshall University Receiving Department
 Attention: Purchase Order Number
 201 21st Street
 Huntington, WV 25703

3.4.EQUIPMENT (or equivalent)

Main Campus - 6504E Switch (10GE) with 24 ports SFP

Quantity	Product Number	Description
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w
1	SV33ISK9O-12233SXI	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C (redundant)
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G
2	X2-10GB-LR	10GBASE-LR X2 Module
2	X2-10GB-LX4	10GBASE-LX4 X2 Module
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)
3	GLC-SX-MM	GE SFP, LC connector SX transceiver
1	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver
3	GLC-T	1000BASE-T SFP
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G

St. Mary's Hosp. - 6504E Switch (10GE) with 24 ports SFP

Quantity	Product Number	Description
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w
		Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) -
1	SV33ISK9O-12233SXI	DEFAULT
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C (redundant)
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G
2	X2-10GB-LR	10GBASE-LR X2 Module
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)
3	GLC-SX-MM	GE SFP, LC connector SX transceiver
3	GLC-T	1000BASE-T SFP
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G

Education Center - 6504E Switch (10GE) with 24 ports SFP

Quantity	Product Number	Description
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w
		Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) -
1	SV33ISK9O-12233SXI	DEFAULT
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G
		Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
1	VS-S720-10G-3C	(redundant)
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G
2	X2-10GB-LR	10GBASE-LR X2 Module
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)
3	GLC-SX-MM	GE SFP, LC connector SX transceiver

3	GLC-T	1000BASE-T SFP
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G

Medical School - 6504E Switch (10GE) with 24 ports SFP

Quantity	Product Number	Description
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) -
1	SV33ISK9O-12233SXI	DEFAULT
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C (redundant)
1	VS-S720-10G-3C	
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G
2	X2-10GB-LR	10GBASE-LR X2 Module
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)
3	GLC-SX-MM	GE SFP, LC connector SX transceiver
1	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver
3	GLC-T	1000BASE-T SFP
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G

Internet2 POP - 6506E Switch (10GE) with 24 ports SFP

Quantity	Product Number	Description
1	VS-C6506E-S720-10G	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY incl. VSS Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) -
1	SV33ISK9O-12233SXI	DEFAULT
1	CF-ADAPTER-SP	SP adapter with compact flash for SUP720
2	X2-10GB-LR	10GBASE-LR X2 Module
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C
1	CF-ADAPTER-SP	SP adapter with compact flash for SUP720
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)
3	GLC-SX-MM	GE SFP, LC connector SX transceiver
3	GLC-T	1000BASE-T SFP
2	WS-CAC-3000W	Catalyst 6500 3000W AC power supply
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US
1	CON-SNT-V6506E72	SMARTNET 8X5XNBD VS-C6506E-S720-10G

3.5. COMMODITY REQUIREMENTS

A Chassis solution is required in order to provide redundant Power Supplies, the option for Redundant Supervisor Engines, and support for future expansion.

Option for supporting fully redundant dual supervisor engines in each chassis is required.

A passive backplane (no active electronic components) is mandatory.

Chassis must support hot-swap modules, power supplies, line cards and fan tray.

Must support hardware-based IPv6 routing

Chassis must support modular software architecture, with subsystems and processes running in protected memory spaces, and individually restartable processes.

Chassis must support a line-rate 24-port Gigabit Ethernet line card that will accept a wide range of plug-in sfp modules, so that the following interfaces types can be terminated: 1000Base-SX, 1000Base-LH, 1000Base-ZX, 1000Base-T, 1000Base-BX, 100Base-BX, 100Base-EX, 100Base-ZX and 100Base-LX.

Chassis must have the ability to terminate Wide Area Network (WAN) circuits, such as T1, T3, ATM, Frame Relay, and Packet over Sonet (POS).

Chassis must have support for integrated service modules, such as Firewall, Intrusion Prevention, Network Analysis, VPN and Wireless services.

Power Supplies must have the ability to support either 110 volt service, or 220 volt service.

Equipment must support EIGRP routing protocol in order to distribute IP routes from Marshall Main Campus, the Medical School and St. Mary's Hospital.

Equipment must support hardware-assisted NAT and GRE, in order to deliver low-latency tunneling of traffic and address translation services.

Equipment must support traffic segmentation mechanisms of Private VLANs, VRF Lite and MPLS features such as MPLS VPN and EoMPLS.

Equipment must support QoS features of rate limiting (per-port and per-VLAN), traffic policing, WFQ, WRR and WRED

Switches must support high-availability features of Stateful Switch Over (SSO), Non-Stop Forwarding (NSF) and In-Service Software Upgrades.

Must support redundancy features of HSRP, VRRP, EtherChannel and GLBP

Equipment must support management features of NetFlow, RSPAN, ERSPAN and Embedded Event Manager (EEM).

Smart Call-Home feature is required, for notifying the manufacturer's Technical Assistance Center in the event that online diagnostics detect an internal hardware or software failure.

Must support Multicast features of PIM sparse mode, dense mode, and bi-directional PIM

Must be compatible with existing trunking protocols for dynamic VLAN configuration: VTP (Virtual Trunk Protocol) and DTP(Dynamic Trunk Protocol).

Must support Spanning Tree features of PortFast, BackboneFast and Root Guard

Must support port security features of DHCP Snooping and IP Source Guard

3.6. VENDOR QUALIFICATIONS

All vendors submitting proposals must meet the following minimum qualifications: The vendor must be a manufacture authorized vendor of all the equipment proposed.

The vendor must:

1. Provide a current FCC Registration Number (FRN). More information about obtaining an FRN can be found at <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>.
2. Provide a current USAC Service Provider Identification Number (SPIN). More information about this process can be found at <http://www.usac.org/rhc-pilot-program/vendors/step01/service-providerid.aspx>.
3. Be in “good standing” with the FCC, the State of West Virginia, and local governments in the service area. Any bidder found to be in FCC “Red-Light Status” will be automatically disqualified.
4. Become familiar with any and all laws, statutes, rules or regulations related to this project, including, but not limited to:
 - o FCC Order 06-1448;
 - o FCC Order 07-1989 including correction;
 - o The Telecommunications Act of 1996;
 - o USAC’s RHCPP process;
 - o The West Virginia Telecommunications Act;
 - o The Metro Act; and
 - o Other Applicable Local, State, and Federal Laws.

3.7. VENDOR INSURANCE COVERAGE

Successful vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to issuance of a contract. See attached insurance certificate for amount of coverage. Insurance certificates are required prior to award but are not required at the time of bid.

3.8. PURCHASING AFFIDAVIT

West Virginia State Code §5A-3-10a-(3)(d) requires that all vendors submit an affidavit of debt that certifies that there are no outstanding obligations or debts owing the State of West Virginia. This form is included in this request for proposal. Purchasing Affidavit is available online <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf> It is preferred that this form be signed and returned with the proposal.

3.9. AGREEMENT ADDENDUM

Owner's contracts must be accompanied by the State's WV-96 Agreement Addendum form, also signed by the owner.

3.10. VENDOR REGISTRATION

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the successful bidder must register and pay the fee prior to the award of an actual purchase order or contract. Vendor Registration & Disclosure Statement (Form WV-1) is available online: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

3.11. APPENDICES

- A Cost Worksheet
- B Map - Internet 2 and Huntington Fiber Routes
- C USAC Invoice Template
- D Prompt Payment Act of 1990
- E Purchasing Affidavit
- F Agreement Addendum (WV-96)

3.12. REQUIRED FORMS:

- | | |
|--|-------------------------|
| 1. Insurance Certificate: | At time of award |
| 2. Purchasing Affidavit: | Bid opening time & date |
| 3. W-9 Form Request for Taxpayer ID & Certification: | At time of award |
| 4. WV-1 Form Vendor Registration | At time of award |

4. EVALUATION PROCESS

4.1. METHOD OF EVALUATION

The proposals will be evaluated by a committee of nine (9) individuals in accordance with the criteria stated. The Bidder who meets all the mandatory specifications and attains the highest point score of all Bidders may be awarded the contract. The recommendation of the successful Bidder will be made by a consensus of the evaluation committee.

4.2. EVALUATION CRITERIA

The following are the evaluation factors and maximum points possible for technical point scores:

Bids will be evaluated on many criteria deemed to be in the best interests of the University and WVTA, including, but not limited to:

Vendor Qualifications (section 3.6)	15
Implementation Ship Schedule (section 3.3.1)	20
Equipment Specifications (section 3.4 and 3.2)	30
Cost	<u>35</u>
Total	100

Each cost proposal will be scored by use of the following formula for all bidders who attain the minimum acceptable score: $\text{Lowest price of all proposals} \div \text{Price of proposal being evaluated} \times 35 = \text{Price Score}$

4.3. MINIMUM ACCEPTABLE SCORE

Bidders must score a minimum of 70% of the total technical points possible. The technical points are listed above. All bidders not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The University will select the successful bidder’s proposal based on best value purchasing which is not necessarily the bidder with the lowest price. Cost is considered but is not the sole determining factor for award. The University does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interest of the University and WVTA.

Bidder’s failure to provide complete and accurate information may be considered grounds for disqualification. The University reserves the right, if necessary, to ask bidders for additional information to clarify their proposals.

4.4. AWARD, BEST AND FINAL OFFERS

The University will compile the final scores for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposal or proposers may be requested to submit Best and Final Offers (BAFO). If BAFOs are requested by the University and submitted by the proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The University may require more than one series of BAFOs and discussions. If more than one BAFO is requested, a proposer’s immediate previous offer shall be construed as the proposer’s BAFO unless the proposer submits a timely notice of withdrawal or another BAFO. The Director of Purchasing shall notify each qualified proposer of the scope of the requested BAFO and shall establish a date and time for their submission. However, a proposer should not expect that the University would request a BAFO.

4.5. NOTIFICATION OF INTENT TO AWARD

A Contract shall be awarded to the proposer who, in the judgment of the University and WVTA, best meets the RFP needs and is awarded the highest amount of points based on the POINTS MATRIX described more fully in Section 4.2. All proposers shall be notified in writing by the Purchasing Office of the awarded result.

4.6. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

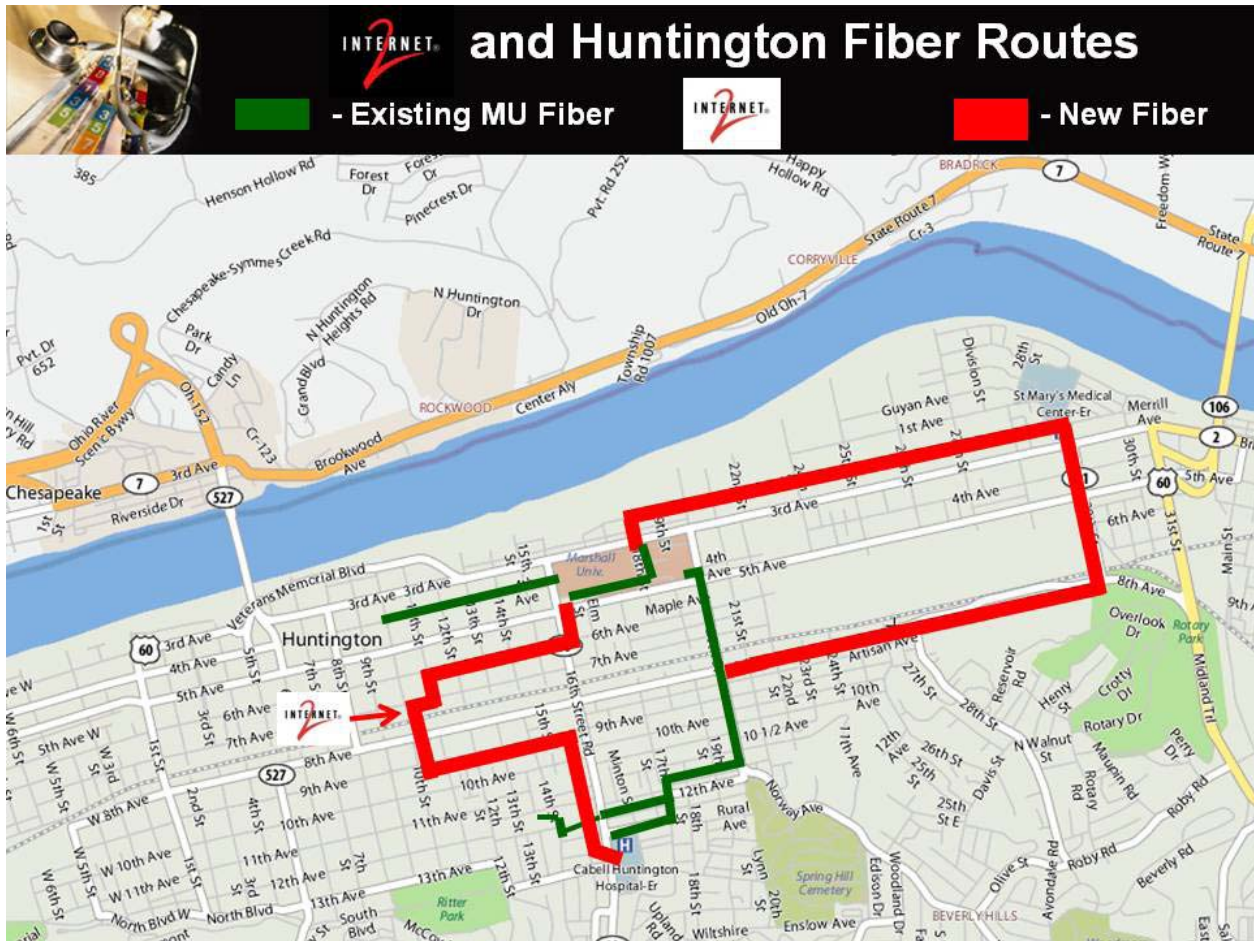
In the event of contract award, the contents of the RFP (including all attachments) RFP addenda and revisions, the proposal of the successful proposer, and additional terms agreed to, in writing, by the university and the contractor shall become part of the contract. Failure of the successful proposer to accept these as a contractual agreement may result in a cancellation of award.

WVTA10-TELEQUIP
APPENDIX A
COST WORKSHEET
As specified "Or Equivalent"

Main Campus - 6504E Switch (10GE) with 24 ports SFP							
Quantity	Product Number	Description	List Price	Qty x List	Discount	Extended Price	Maintenance
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w					
1	SV33ISK90-12233SXI	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C (redundant)					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
2	X2-10GB-LR	10GBASE-LR X2 Module					
2	X2-10GB-LX4	10GBASE-LX4 X2 Module					
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)					
3	GLC-SX-MM	GE SFP, LC connector SX transceiver					
1	GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver					
3	GLC-T	1000BASE-T SFP					
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E					
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US					
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G					
St. Mary's Hosp. - 6504E Switch (10GE) with 24 ports SFP							
Quantity	Product Number	Description	List Price	Qty x List	Discount	Extended Price	
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w					
1	SV33ISK90-12233SXI	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C (redundant)					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
2	X2-10GB-LR	10GBASE-LR X2 Module					
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)					
3	GLC-SX-MM	GE SFP, LC connector SX transceiver					
3	GLC-T	1000BASE-T SFP					
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E					
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US					
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G					
Education Center - 6504E Switch (10GE) with 24 ports SFP							
Quantity	Product Number	Description	List Price	Qty x List	Discount	Extended Price	
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w					
1	SV33ISK90-12233SXI	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C (redundant)					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
2	X2-10GB-LR	10GBASE-LR X2 Module					
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)					
3	GLC-SX-MM	GE SFP, LC connector SX transceiver					
3	GLC-T	1000BASE-T SFP					
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E					
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US					
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G					
Medical School - 6504E Switch (10GE) with 24 ports SFP							
Quantity	Product Number	Description	List Price	Qty x List	Discount	Extended Price	
1	VS-C6504E-S720-10G	Catalyst 6504-E-Chassis+Fan Tray+Sup720-10G-VSS+IP Base S/w					
1	SV33ISK90-12233SXI	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C (redundant)					
1	CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G					
2	X2-10GB-LR	10GBASE-LR X2 Module					
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)					

WVTA10-TELEQUIP
 APPENDIX A
 COST WORKSHEET
 As specified "Or Equivalent"

3	GLC-SX-MM	GE SFP, LC connector SX transceiver					
1	GLC-LH-SM=	GE SFP.LC connector LX/LH transceiver					
3	GLC-T	1000BASE-T SFP					
2	PWR-2700-AC/4	2700W AC Power Supply for Cisco 7604/6504-E					
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US					
1	CON-SNT-V6504E72	SMARTNET 8X5XNBD VS-C6504E-S720-10G					
Internet2 POP - 6506E Switch (10GE) with 24 ports SFP							
Quantity	Product Number	Description	List Price	Qty x List	Discount	Extended Price	
1	VS-C6506E-S720-10G	Catalyst Chassis+Fan Tray+Sup720-10G; IP Base ONLY incl. VSS					
1	SV33ISK90-12233SXI	Cisco CAT6000-VSS720 IOS IP SERVICES SSH (MODULAR) - DEFAULT					
1	CF-ADAPTER-SP	SP adapter with compact flash for SUP720					
2	X2-10GB-LR	10GBASE-LR X2 Module					
1	VS-S720-10G-3C	Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3 PFC3C					
1	CF-ADAPTER-SP	SP adapter with compact flash for SUP720					
1	WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)					
3	GLC-SX-MM	GE SFP, LC connector SX transceiver					
3	GLC-T	1000BASE-T SFP					
2	WS-CAC-3000W	Catalyst 6500 3000W AC power supply					
2	CAB-AC-C6K-TWLK	Power Cord, 250Vac 16A, twist lock NEMA L6-20 plug, US					
1	CON-SNT-V6506E72	SMARTNET 8X5XNBD VS-C6506E-S720-10G					
TOTAL							



Sample Rural Health Care Pilot Program Invoice Template

Project Name	
Service Provider Name	
SPIN	
Service Provider Invoice Number	
Invoice Date to RHCD (mm/dd/yy)	
Billing Account Number (BAN)	
Total Invoice Amount	\$0.00

HCP Number	
FRN	
Funding Year	2007

FOR RHCD USE ONLY	
Header Verification	
_____	RHCD Processed Date
_____	Number of Records
_____	Number of Records Approved
_____	RHCD Approved Total Amount

	NCW ID	Category	Sub Category	Item	Speed	Total # of Items Approved	# of Items requested this invoice	Approved Cost per Item	Actual Cost Per Item	Total Cost	Total Approved Cost	RHC Funding % Requested (max 85%)	Participant Contribution Amount	Support Amount to be paid by USAC
1										\$ -	\$ -	\$ -	\$ -	\$ -
2										\$ -	\$ -	\$ -	\$ -	\$ -
3										\$ -	\$ -	\$ -	\$ -	\$ -
4										\$ -	\$ -	\$ -	\$ -	\$ -
5										\$ -	\$ -	\$ -	\$ -	\$ -
6										\$ -	\$ -	\$ -	\$ -	\$ -
7										\$ -	\$ -	\$ -	\$ -	\$ -
8										\$ -	\$ -	\$ -	\$ -	\$ -
9										\$ -	\$ -	\$ -	\$ -	\$ -
10										\$ -	\$ -	\$ -	\$ -	\$ -
11										\$ -	\$ -	\$ -	\$ -	\$ -
12										\$ -	\$ -	\$ -	\$ -	\$ -
13										\$ -	\$ -	\$ -	\$ -	\$ -
14										\$ -	\$ -	\$ -	\$ -	\$ -
15										\$ -	\$ -	\$ -	\$ -	\$ -
16										\$ -	\$ -	\$ -	\$ -	\$ -
17										\$ -	\$ -	\$ -	\$ -	\$ -
18										\$ -	\$ -	\$ -	\$ -	\$ -
19										\$ -	\$ -	\$ -	\$ -	\$ -
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22										\$ -	\$ -	\$ -	\$ -	\$ -
23										\$ -	\$ -	\$ -	\$ -	\$ -
24										\$ -	\$ -	\$ -	\$ -	\$ -
25										\$ -	\$ -	\$ -	\$ -	\$ -

SAMPLE

Code

Service Provider Certification

1. I certify that I am an authorized representative of the above-named service provider, that I have examined the information provided in the Rural Health Care Pilot Program Invoice, and to the best of my knowledge, information and belief, all costs contained in this invoice are true and correct and represent actual incurred costs for network build-out or related services received by each participating health care provider.

Signature: _____ Date: _____ Phone #: _____

Print Name: _____ Email: _____

Project Coordinator Certification

1. I certify that I have examined the information provided in the Rural Health Care Pilot Program Invoice, and to the best of my knowledge, information and belief, the participating health care providers have received the network build-out or related services itemized on this invoice. I certify under penalty of perjury that the 15 percent minimum funding contribution for each item on this invoice required by the Rural Health Care Pilot Program rules was funded by eligible sources as defined in the rules and has been provided to the service provider.

Signature: _____ Date: _____ Phone #: _____

PC Name: _____ #N/A Email: _____

PROMPT PAYMENT ACT OF 1990 (W. VA. CODE §5A-3-54)

INSTITUTION'S RESPONSIBILITY: According to the Prompt Payment Act of 1990 (West Virginia Code §5A-3-54), any properly registered and qualified vendor who supplies services or commodities to an institution is entitled to prompt payment upon presentation to the institution of a legitimate uncontested invoice. The institution's accounts payable function shall establish institutional procedures to ensure that vendors are paid promptly.

An institution receiving a legitimate uncontested invoice shall process the invoice within ten working days from its receipt. This means that invoices shall be processed at the institution and forwarded to the State Auditor within ten days of receipt of the vendor's legitimate and uncontested invoice. An invoice shall be deemed to have been received on the date it is marked received by the institution, or three days after the date of the postmark made by the United States Postal Service as evidenced on the envelope in which the invoice was mailed, whichever is earlier. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services fully performed and accepted.

VENDOR'S RESPONSIBILITY: In order to receive timely payment, vendors have an obligation and responsibility to present invoices that are timely and accurate. An original of a vendor's invoice is needed for payment. The invoice must also contain identical information as shown on the purchase order or contract, such as:

- a. Vendor's name and address;
- b. Federal Employer's Identification Number (FEIN);
- c. Purchase order number;
- d. Invoice should be mailed to the proper address at the institution;
- e. Item description and number;
- f. Quantity, unit of measure and/or unit price, and extension of each item;
- g. Invoice total;
- h. Dates of order and shipment;
- i. Back orders, if any;
- j. Cancellations, if any;
- k. Credit memo, if the credit is not part of the invoice; and
- l. Invoices for services rendered must include the dates of service and be prepared according to the payment terms in the contract or purchase order.

INTEREST ON LATE PAYMENT: The Prompt Payment Act of 1990 (West Virginia Code §5A-3-54) entitles a vendor to interest on legitimate and uncontested invoices that have not been paid from the 61st day after the invoice was received until the date when the check was mailed to the vendor. The Act considers an invoice uncontested when it accurately covers the goods and services received. If the invoice is received prior to delivery and acceptance of the goods and services, the invoice shall be deemed to be received on the date the goods are delivered and accepted or the services fully performed and accepted. In order to receive payment for interest if entitled, a vendor must make a request in writing to the State Auditor and provide proof that the vendor received a check for payment of the invoice after the 60 day time limit. If the vendor is entitled to interest, the State Auditor's Office will calculate the interest and pay any amounts due.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor’s Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: MARSHALL UNIVERSITY

Company Name: _____

Signed: _____

Signed: _____

Title: CHIEF PROCUREMENT OFFICER

Title: _____

Date: _____

Date: _____