



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

State of West Virginia Master Agreement

Order Date: 09-26-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0511 2519 MIS2600000007 1	Procurement Folder:	1742806
Document Name:	NETWORKING EQUIPMENT	Reason for Modification:	
Document Description:	NETWORKING EQUIPMENT		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-10-08
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-10-07

VENDOR	DEPARTMENT CONTACT																
Vendor Customer Code: VS0000005742 vCloud Tech Inc 609 DEEP VALLEY DR SUITE 200 ROLLINGS HILLS CA 90274 ESTATES US Vendor Contact Phone: 424-703-4135 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			Requestor Name: Stephanie F Pettry Requestor Phone: (304) 558-2258 Requestor Email: stephanie.f.pettry@wv.gov 2026 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days														
#1	No	0.0000	0														
#2	No																
#3	No																

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV 25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

CR 9-30-25

Total Order Amount:

Open End

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

DATE: *Tue 9/30/25*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *9-26-25*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *10-2-25*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

THE VENDOR, VCLOUD TECH INC, AGREES TO ENTER WITH THE AGENCY, WEST DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEALTH FACILITIES, AND OFFICE OF SHARED ADMINISTRATION, INTO AN OPEN-END CONTRACT FOR NETWORKING EQUIPMENT TO INCLUDE NETWORK SWITCHES, TWIN AXIAL CABLES, POWER CORDS, WIRELESS ACCESS POINTS AND TRANSCEIVER MODULES PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 08/12/2025, ADDENDUM 2 ISSUED 08/22/2025, AND THE VENDOR'S BID DATED 09/03/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43222612			EA	3417.430000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks Products 48 Port Network Switch

Extended Description:

3.1.1 Extreme Networks 48 Port Network Switch (Model 5320-48P-8XE), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43222612			EA	2163.800000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 24 Port Network Switch

Extended Description:

3.1.2 Extreme Networks 24 Port Network Switch (Model 5320-24P-8XE), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43222612			EA	1682.090000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 16 Port Network Switch

Extended Description:

3.1.3 Extreme Networks 16 Port Network Switch (Model 5320-16P-4XE), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43222612			EA	2746.560000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks SFP Network Switch

Extended Description:

3.1.4 Extreme Networks SFP Network Switch (Model 5420F-24S-4XE), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43222612			EA	2696.430000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 24 Port Network Switch

Extended Description:

3.1.5 Extreme Networks 24 Port Network Switch (Model 5420F-24P-4XE), or equal

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	43222612			EA	4145.880000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 48 Port Network Switch

Extended Description:

3.1.6 Extreme Networks 48 Port Network Switch (Model 5420F-48P-4XE), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	26121636			EA	14.880000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks Standard Power Cord, 15A/USA/NEMA 5-15

Extended Description:

3.1.7 Extreme Networks Standard Power Cord, 15A, USA, NEMA 5-15, IEC320-C15 (Part 10099), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	26121636			EA	173.890000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Network 20GBase Direct Attach Cable - 0.5 m

Extended Description:

3.1.8 Extreme Network 20GBase Direct Attach Cable - 0.5 m (Part#20G-DACP-SFPDDZ5m), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	26121636			EA	191.900000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 20GBase Direct Attach Cable - 1.0 m

Extended Description:

3.1.9 Extreme Networks 20GBase Direct Attach Cable - 1.0 m (Part# 20G-DACP-SFPDD1M), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	26121636			EA	291.770000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 20GBase Direct Attach Cable - 3.0 m

Extended Description:

3.1.10 Extreme Networks 20GBase Direct Attach Cable - 3.0 m (Part# 20G-DACP-SFPDD3M), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43210000			EA	321.140000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks QSFP to SFP+ Adapter

Extended Description:

3.1.11 Extreme Networks QSFP to SFP+ Adapter (Part# 10506), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	39121004			EA	469.180000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 600W Secondary Power Supply

Extended Description:

3.1.12 Extreme Networks 600W Secondary Power Supply (Model XN-ACPWR-600W), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	39121004			EA	624.660000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 920W Secondary Power Supply

Extended Description:

3.1.13 Extreme Networks 920W Secondary Power Supply (Model XN-ACPWR-920W), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	43210000			EA	65.010000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks Replacement Fan Module

Extended Description:

3.1.14 Extreme Networks Replacement Fan Module (Model XN-FAN-000), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	43201553			EA	643.070000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 gig

Extended Description:

3.1.15 Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10301), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	43201553			EA	1072.700000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 10GBASE-SR SFP+ Transceiver Module 10 Gig

Extended Description:

3.1.16 Extreme Networks 10GBASE-SR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10302), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	26121636			EA	71.280000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Extreme Networks 1M SFP+ Twin axial Cable

Extended Description:

3.1.17 Extreme Networks 1M SFP+ Twin axial Cable (Part# 10304), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	43201553			EA	266.310000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Extreme Networks 1000BASE-SX SFP Mini-GBIC Transceiver

Extended Description:

3.1.18 Extreme Networks 1000BASE-SX SFP Mini-GBIC Transceiver Module - 1.00 Gbps (Part# 10051H), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	43201553			EA	535.360000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Extreme Networks 1000BASE-LX SFP Mini-GBIC Transceiver

Extended Description:

3.1.19 Extreme Networks 1000BASE-LX SFP Mini-GBIC Transceiver Module - 1 Gbps (Part# 10052H), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	43201553			EA	142.160000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Extreme Networks SFP Transceiver Module - GigE

Extended Description:

3.1.20 Extreme Networks SFP Transceiver Module - GigE Copper (Model MGBIC-02), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	43222640			EA	489.160000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Extreme Networks 6E Tri-Radio Wireless Access Point

Extended Description:

3.1.21 Extreme Networks 6E Tri-Radio Wireless Access Point (Model AP4000-WW), or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	81111811			EA	70.040000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Technical Assistance Center & Operating System Support- 5 YR

Extended Description:

3.1.23 Vendor must have the ability to provide Technical Assistance Center and Operating System Support for 5 years for AP4000-WW wireless access points (part# 97000-AP4000-WW-5YR) or equal.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	81111811			EA	225.950000
	Service From	Service To		Service Contract Amount	
					0.00

Commodity Line Description: Extreme Cloud IQ Pilot SaaS & EW SaaS Support- 3 YRS

Extended Description:

3.1.23 Vendor must have the ability to provide Extreme Cloud IQ Pilot SaaS Subscription Support and Extreme Works (EW) SaaS Support for 3 years or equal (Part#: XIQ-PIL-S-C-EW-3YR)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	43222612			EA	5650.940000
Service From		Service To	Service Contract Amount		
			0.00		

Commodity Line Description: Extreme Networks Multi-Gigabit Network Switch

Extended Description:
3.1.24 Extreme Networks Multi-Gigabit Network Switch (Model 5420F-16MW-32P-4XE), or equal.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "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: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

35. 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.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Muhammad Khan, CEO

(Address) 609 Deep Valley Drive Suite 200, Rolling Hills Estates CA, 90274

(Phone Number) / (Fax Number) (833) 482-5683 (323 978-6928)

(email address) vcloud@vcloudtech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through vOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

vCloud Tech Inc

(Company)

Muhammad Khan

(Signature of Authorized Representative)

Muhammad Khan, CEO

(Printed Name and Title of Authorized Representative) (Date)

833-482-5683 323 978-6928

(Phone Number) (Fax Number)

vcloud@vcloudtech.com

(Email Address)

Open-end Contract for Networking Equipment

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Departments of Health, Human Services, Health Facilities, and Office of Shared Administration, hereinafter Agency, to establish an open-end contract for networking equipment to include network switches, twin axial cables, power cords, wireless access points and transceiver modules.

This will be an open-ended contract establishing unit prices for each contract item. There is no guarantee of future use or quantities; however, the Agency typically places several orders per year and anticipates several of our facilities will be upgrading equipment using this contract.

This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to the "Attachment 1-Federal Funds Addendum".

The Agency has developed an EEOP Utilization Report, and it is available at:
<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

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" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"PoE"** means Power over Ethernet.
 - 2.5 **"GbE"** means Gigabit Ethernet.
 - 2.6 **"SFP"** means Small Form-Factor Pluggable.
 - 2.7 **"GBIC"** means Gigabit Interface Converter.

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2.8 “GBps” means Gigabit per second.

2.9 “Gigabit” means 1,000 megabits per second.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Extreme Networks 48 Port Network Switch (Model 5320-48P-8XE), or equal.

3.1.1.1 Must have forty-eight (48) 10/100/1000 Base-T 802.3 at (30W) ports Full/Half-Duplex (autosensing) MACsec-capable.

3.1.1.2 Must have eight (8) 1Gb SFP uplink ports, with at least two (2) capable of stacking at a minimum of 10Gb. Uplink ports may be upgradable to 10Gb SFP+ via software license. MACsec-capable; the last four uplink ports must support 100Mb operation.

3.1.1.3 Must have one (1) Serial console port (RJ-45).

3.1.1.4 Must have one (1) USB A ports for management or external USB flash.

3.1.1.5 Must have one (1) USB Micro-B console port.

3.1.1.6 Form factor: 1U rack mountable.

3.1.1.7 Cooling: fixed side-to-side cooling fans.

3.1.1.8 Power supply: fixed AC power supply.

3.1.2 Extreme Networks 24 Port Network Switch (Model 5320-24P-8XE), or equal.

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3.1.2.1 Must have twenty-four (24) 10/100/1000 Base-T 802.3 at (30W) ports Full/Half-Duplex (autosensing) MACsec-capable.

3.1.2.2 Must have eight (8) 1Gb SFP uplink ports, with at least two (2) capable of stacking at a minimum of 10Gb. Uplink ports may be upgradable to 10Gb SFP+ via software license. MACsec-capable; the last four uplink ports must support 100Mb operation.

3.1.2.3 Must have one (1) Serial console port (RJ-45).

3.1.2.4 Must have one (1) USB A ports for management or external USB flash.

3.1.2.5 Must have one (1) USB Micro-B console port.

3.1.2.6 Form factor: 1U rack mountable.

3.1.2.7 Cooling: fixed side-to-side cooling fans.

3.1.2.8 Power supply: fixed AC power supply.

3.1.3 Extreme Networks 16 Port Network Switch (Model 5320-16P-4XE), or equal.

3.1.3.1 Must have sixteen (16) 10/100/1000 Base-T 802.3at (30W) ports Full/Half-Duplex (autosensing) MACsec-capable.

3.1.3.2 Must have four (4) 1Gb SFP uplink ports, with at least two (2) capable of stacking at a minimum of 10Gb. Uplink ports may be upgradable to 10Gb SFP+ via software license. MACsec-capable; at least the last two uplink ports must support 100Mb operation.

3.1.3.3 Must have one (1) Serial console port (RJ-45).

3.1.3.4 Must have one (1) USB A port for management or external USB flash.

3.1.3.5 Must have one (1) USB Micro-B console port.

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3.1.3.6 Form factor: 1U rack mountable.

3.1.3.7 Cooling: fixed side-to-side cooling fans.

3.1.3.8 Power supply: fixed AC power supply.

3.1.4 Extreme Networks SFP Network Switch (Model 5420F-24S-4XE), or equal.

3.1.4.1 Must have twenty-four (24) 1Gb SFP ports, MACsec-capable.
Ports must support a mix of 100Mb and 1Gb SFP transceivers.

3.1.4.2 Must have four (4) uplink ports that support 1Gb and be upgradable to 10Gb SFP+ via software license. At least two (2) of these uplink ports must support stacking at a minimum of 10Gb. MACsec-capable; at least two (2) uplink ports must support 100Mb operation.

3.1.4.3 Must have one (1) Serial console port (RJ-45).

3.1.4.4 Must have one (1) USB A port for management or external USB flash.

3.1.4.5 Must have one (1) USB Micro-B console port.

3.1.4.6 Form factor: 1U rack-mountable

3.1.4.7 Cooling: fixed side-to-side cooling fans.

3.1.4.8 Power supply: fixed AC power supply.

3.1.5 Extreme Networks 24 Port Network Switch (Model 5420F-24P-4YE), or equal.

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3.1.5.1 Must have twenty-four (24) 10/100/1000 Base-T 802.3at (30W) PoE+ ports, Full/Half-Duplex (autosensing), MACsec-capable.

3.1.5.2 Must have four (4) uplink ports that support 1Gb and be upgradable to 10Gb SFP+ via software license. At least two (2) uplink ports must support stacking at a minimum of 10Gb. MACsec-capable; at least two (2) uplink ports must support 100Mb operation.

3.1.5.3 Must have one (1) Serial console port (RJ-45).

3.1.5.4 Must have one (1) USB A port for management or external USB flash.

3.1.5.5 Must have one (1) USB Micro-B console port.

3.1.5.6 Form factor: 1U rack mountable.

3.1.5.7 Cooling: fixed side-to-side cooling fans.

3.1.5.8 Power supply: fixed AC power supply.

3.1.6 Extreme Networks 48 Port Network Switch (Model 5420F-48P-4XE), or equal.

3.1.6.1 Must have forty-eight (48) 10/100/1000 Base-T 802.3at (30W) PoE+ ports, Full/Half-Duplex (autosensing), MACsec-capable.

3.1.6.2 Must have four (4) uplink ports that support 1Gb and be upgradable to 10Gb SFP+ via software license. At least two (2) uplink ports must support stacking at a minimum of 10Gb. MACsec-capable; at least two (2) uplink ports must support 100Mb operation.

3.1.6.3 Must have one (1) Serial console port (RJ-45).

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3.1.6.4 Must have one (1) USB A port for management or external USB flash.

3.1.6.5 Must have one (1) USB Micro-B console port.

3.1.6.6 Form factor: 1U rack mountable.

3.1.6.7 Cooling: fixed side-to-side cooling fans.

3.1.6.8 Power supply: fixed AC power supply.

3.1.7 Extreme Networks Standard Power Cord, 15A, USA, NEMA 5-15, IEC320-C15(Part 10099), or equal.

3.1.7.1 Connector Types: First End: NEMA 5-15P (Male).

3.1.7.2 Second End: IEC 60320 C15 (Female).

3.1.7.3 Electrical Ratings: Voltage: 120 V AC.

3.1.8 Extreme Network 20GBase Direct Attach Cable – 0.5 m (Part#20G-DACP-SFPDDZ5m), or equal.

3.1.8.1 Prefer black in color.

3.1.8.2 Connector Type: SFP-DD(Male) to SFP-DD (Male).

3.1.8.3 Data Transfer Rate: Up to 20 Gbps.

3.1.8.4 Length: Must be .5 meters.

3.1.8.5 Must be compatible with Extreme Networks switches supporting 20G SFP-DD interfaces.

3.1.9 Extreme Networks 20GBase Direct Attach Cable – 1.0 m (Part# 20G-DACP-SFPDD1M), or equal.

3.1.9.1 Prefer black in color.

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3.1.9.2 Connector Type: SFP-DD (Male) to SFP-DD (Male).

3.1.9.3 Data Transfer Rate: Up to 20 Gbps.

3.1.9.4 Cable Length: 1.0 meter

3.1.10 Extreme Networks 20GBase Direct Attach Cable – 3.0 m (Part# 20G-DACP-SFPDD3M), or equal.

3.1.10.1 Prefer black in color.

3.1.10.2 Connector Type: SFP-DD (Male) to SFP-DD (Male).

3.1.10.3 Data Transfer Rate: Up to 20 Gbps.

3.1.10.4 Length: Must be 3.0 meters.

3.1.10.5 Must be compatible with Extreme Networks switches supporting 20G SFP-DD interfaces.

3.1.11 Extreme Networks QSFP to SFP+ Adapter (Part# 10506), or equal.

3.1.11.1 Must support conversion from QSFP (Quad Small Form-factor Pluggable) to SFP+ (Small Form-factor Pluggable Plus) interfaces.

3.1.11.2 Must be compatible with Extreme Networks switches supporting QSFP and SFP+ modules.

3.1.11.3 Must support data transfer rates up to 10 Gbps per SFP+ port.

3.1.11.4 Must be hot-pluggable and compliant with relevant industry MSA standards.

3.1.11.5 Must support low latency and minimal signal loss during interface conversion.

3.1.11.6 Must be designed for use in 1U and larger rack-mountable switch chassis

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3.1.12 Extreme Networks 600W Secondary Power Supply (Model XN-ACPWR-600W), or equal.

- 3.1.12.1** Must provide 600 watts of redundant AC power for Extreme Networks or equal switches supporting up to 24 ports.
- 3.1.12.2** Must be a hot-swappable secondary power supply compatible with designated Extreme Networks or equal switch models.
- 3.1.12.3** Must support automatic failover to ensure uninterrupted power in case of primary power supply failure.
- 3.1.12.4** Must include integrated status indicators (LEDs) for power health and fault detection.
- 3.1.12.5** Must be designed for installation in 1U rack-mountable chassis or equivalent.
- 3.1.12.6** Must comply with relevant safety and regulatory standards for AC power supplies.

3.1.13 Extreme Networks 920W Secondary Power Supply (Model XN-ACPWR-920W), or equal.

- 3.1.13.1** Must provide 920 watts of redundant AC power for Extreme Networks switches or equal.
- 3.1.13.2** Must be a hot-swappable secondary power supply compatible with designated Extreme Networks switch or equal models.
- 3.1.13.3** Must support automatic failover to ensure uninterrupted power in case of primary power supply failure.
- 3.1.13.4** Must include integrated status indicators (LEDs) for power health and fault detection.
- 3.1.13.5** Must be designed for installation in 1U rack-mountable chassis or equivalent.
- 3.1.13.6** Must comply with relevant safety and regulatory standards for AC power supplies

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3.1.14 Extreme Networks Replacement Fan Module (Model XN-FAN-000), or equal.

3.1.14.1 Must be a hot-swappable replacement fan module compatible with supported Extreme Networks or equal switches, including the 5520, 5420, and 5320 series chassis.

3.1.14.2 Must support side-to-side airflow orientation, matching chassis cooling design.

3.1.14.3 Must include integrated status indicators (LEDs) for operational status and fault detection.

3.1.14.4 Must be tool-less for user-installation and replacement in the field without service interruption.

3.1.14.5 Must meet manufacturer specifications for operating noise level and airflow (CFM) consistent with chassis requirements.

3.1.14.6 Dimensions and form factor must be compatible with 1U and 2U switch enclosures as designed by the manufacturer.

3.1.15 Extreme Networks 10GBASE-LR SFP+ Transceiver Module – 10 Gigabit Ethernet (Part# 10301), or equal.

3.1.15.1 Must be an SFP+ form-factor transceiver module supporting 10GBASE-LR 10 Gigabit Ethernet.

3.1.15.2 Interface Type: 10 Gbps over single-mode fiber (SMF).

3.1.15.3 Connector Type: LC duplex.

3.1.15.4 Wavelength: 1310 nm nominal.

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3.1.15.5 Transmission Distance: Up to 10 kilometers (6.2 miles) over standard single-mode fiber.

3.1.15.6 Must be hot-swappable and fully compatible with Extreme Networks SFP+ ports.

3.1.15.7 Must comply with IEEE 802.3ae and SFP+ MSA (Multi-Source Agreement) standards

3.1.16 Extreme Networks 10GBASE-SR SFP+ Transceiver Module – 10 Gigabit Ethernet (Part# 10302), or equal.

3.1.16.1 Must be an SFP+ form-factor transceiver module supporting 10GBASE-SR 10 Gigabit Ethernet.

3.1.16.2 Interface Type: 10 Gbps over multimode fiber (MMF).

3.1.16.3 Connector Type: LC duplex.

3.1.16.4 Wavelength: 850 nm nominal.

3.1.16.5 Transmission Distance: Up to 300 meters over OM3 multimode fiber; up to 400 meters over OM4.

3.1.16.6 Must be hot-swappable and fully compatible with Extreme Networks SFP+ ports.

3.1.16.7 Must comply with IEEE 802.3ae and SFP+ MSA (Multi-Source Agreement) standards.

3.1.17 Extreme Networks 1M SFP+ Twin axial Cable (Part# 10304), or equal.

3.1.17.1 Must be a direct attach copper (DAC) cable designed for short-distance 10 Gigabit Ethernet connections.

3.1.17.2 Connector Type: SFP+ (Male) to SFP+ (Male).

3.1.17.3 Cable Type: Passive twin axial copper.

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3.1.17.4 Data Transfer Rate: Supports up to 10 Gbps per channel.

3.1.17.5 Cable Length: 1 meter (3.3 feet).

3.1.17.6 Must be fully compatible with Extreme Networks switches and devices with SFP+ ports.

3.1.17.7 Must comply with SFP+ MSA (Multi-Source Agreement) standards.

3.1.17.8 Must be hot-swappable and support plug-and-play operation.

3.1.18 Extreme Networks 1000BASE-SX SFP Mini-GBIC Transceiver Module – 1.00 Gbps (Part# 10051H), or equal.

3.1.18.1 Must be an SFP (Mini-GBIC) form-factor transceiver module supporting 1000BASE-SX Gigabit Ethernet.

3.1.18.2 Interface Type: 1.00 Gbps over multimode fiber.

3.1.18.3 Connector Type: LC duplex.

3.1.18.4 Wavelength: 850 nm nominal.

3.1.18.5 Transmission Distance: Up to 550 meters over OM2 multimode fiber; up to 300 meters over OM3/OM4.

3.1.18.6 Must be hot-swappable and fully compatible with Extreme Networks switch SFP ports.

3.1.18.7 Must comply with IEEE 802.3z and SFP MSA (Multi-Source Agreement) standards.

3.1.19 Extreme Networks 1000BASE-LX SFP Mini-GBIC Transceiver Module – 1 Gbps (Part# 10052H), or equal.

3.1.19.1 Must be an SFP (Mini-GBIC) form-factor transceiver module supporting 1000BASE-LX Gigabit Ethernet.

Open-end Contract for Networking Equipment

3.1.19.2 Interface Type: 1 Gbps over single-mode fiber (SMF).

3.1.19.3 Connector Type: LC duplex.

3.1.19.4 Wavelength: 1310 nm nominal.

3.1.19.5 Transmission Distance: Up to 10 kilometers over standard single-mode fiber.

3.1.19.6 Must be hot-swappable and fully compatible with Extreme Networks SFP ports.

3.1.19.7 Must comply with IEEE 802.3z and SFP MSA (Multi-Source Agreement) standards.

3.1.20 Extreme Networks SFP Transceiver Module – GigE Copper (Model MGBIC-02), or equal.

3.1.20.1 Must be an SFP (Mini GBIC) form-factor transceiver module designed for Gigabit Ethernet over copper cabling.

3.1.20.2 Interface: 1000Base-T (Gigabit Ethernet) over Cat 5e/6 UTP cable.

3.1.20.3 Connector Type: RJ-45.

3.1.20.4 Transmission Distance: Up to 100 meters (328 feet).

3.1.20.5 Must support auto-negotiation and auto MDI/MDI-X functions.

3.1.20.6 Must be hot-swappable and fully compatible with Extreme Networks switch SFP ports.

3.1.20.7 Must comply with IEEE 802.3ab standards.

3.1.21 Extreme Networks 6E Tri-Radio Wireless Access Point (Model AP4000-WW), or equal.

Open-end Contract for Networking Equipment

- 3.1.21.1** Must support tri-radio operation with concurrent 2.4 GHz, 5 GHz, and 6 GHz (Wi-Fi 6E) frequency bands.
- 3.1.21.2** Must support Wi-Fi 6E (802.11ax) standard, backward-compatible with 802.11a/b/g/n/ac.
- 3.1.21.3** Must include at least one 2.5GbE (Multigigabit) Ethernet port with PoE++ (802.3bt) support.
- 3.1.21.4** Must support 4x4:4 MU-MIMO on both the 5 GHz and 6 GHz bands and 2x2:2 on the 2.4 GHz band.
- 3.1.21.5** Must be capable of operating in cloud-managed, controller-managed, and standalone modes.
- 3.1.21.6** Must support WPA3, WPA2, and advanced security protocols including Zero Trust and Private Pre-Shared Key (PPSK).
- 3.1.21.7** Must include integrated Bluetooth Low Energy (BLE) radio for IoT and location services.
- 3.1.21.8** Must be fully compatible with ExtremeCloud™ IQ for centralized cloud management.
- 3.1.21.9** Form factor: Indoor ceiling or wall mountable.
- 3.1.21.10** Must comply with regulatory certifications for Wi-Fi 6E operation in the WW (World Wide) domain.
- 3.1.22** Vendor must have the ability to provide Technical Assistance and Operating System Support for 5 years for AP4000-WW wireless access points (part# 97000-AP4000-WW-5YR) or equal.
 - 3.1.22.1** Remote troubleshooting and diagnostic services.
 - 3.1.22.2** Support availability during standard business hours M-F 7am-5pm, preferred 24/7.
 - 3.1.22.3** Regular firmware and OS updates, including security patches and performance enhancements.

Open-end Contract for Networking Equipment

3.1.22.4 Access to OS version upgrades during the support period.

3.1.23 Vendor must have the ability to provide ExtremeCloud IQ Pilot SaaS Subscription Support and ExtremeWorks (EW) SaaS Support for 5 years or equal (Part#: XIQ-PIL-S-C-EW-5YR) for the devices listed in Contract Item #3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.22 and applicable items.

3.1.23.1 Must provide centralized, cloud-based management of wireless and wired network infrastructure, including device provisioning, monitoring, and configuration.

3.1.23.2 Must provide support service must include 24/7 access to vendor-certified technical support, including incident response, and troubleshooting.

3.1.23.3 Must provide regular software updates, including new features, bug fixes, and security patches for the full five-year term.

3.1.24 Extreme Networks Multi-Gigabit Network Switch (Model 5420F-16MW-32P-4XE), or equal.

3.1.24.1 Must have sixteen (16) 100Mb/1Gb/2.5Gb Base-T 802.3bt (90W) PoE ports, Full/Half-Duplex (autosensing), MACsec-capable.

3.1.24.2 Must have thirty-two (32) 10/100/1000 Base-T 802.3at (30W) PoE+ ports, Full/Half-Duplex (autosensing), MACsec-capable.

3.1.24.3 Must have four (4) 1/10Gb SFP+ uplink ports, with at least two (2) capable of stacking or high-speed uplink; MACsec-capable.

Open-end Contract for Networking Equipment

- 3.1.24.4 Must have one (1) Serial console port (RJ-45).
- 3.1.24.5 Must have one (1) USB A port for management or external USB flash.
- 3.1.24.6 Must have one (1) USB Micro-B console port.
- 3.1.24.7 Form factor: 1U rack mountable.
- 3.1.24.8 Cooling: fixed side-to-side cooling fans.
- 3.1.24.9 Power supply: fixed AC power supply.

3.1.25 All equipment and supplies must be new, and factory sealed.
Refurbished equipment will not be accepted.

3.1.26 To ensure consistent performance and prevent compatibility issues, all equipment must be sourced from a **single manufacturer**.

3.1.27 Hardware Support

3.1.27.1 All equipment listed under **3.1** must be covered by a minimum 1-year manufacturer warranty.

3.1.27.2 Vendor must provide a copy, with their bid, of all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation.

3.1.27.3 Vendor must include a copy, with their bid, any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation.

3.1.27.4 Unrestricted access to all required manufacturer support resources, communities, tools, software updates, patches, and upgrades to ensure the equipment is operating effectively and efficiently at all times.

3.1.28 Alternate “or Equal Submission”

Open-end Contract for Networking Equipment

3.1.28.1 Vendor must include alternate brand information with alternative part numbers in the comment section of the Pricing Page in wvOASIS. The Vendor should include alternate brand documentation with bid response, but documentation must be provided upon request prior to award.

3.1.28.2 The vendor will assume any costs related to any required installation of new software, and/or training of the alternate submission provided as part of this agreement if alternate brand is provided. The vendor may provide training via online.

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by entering a unit price for each contract item into wvOasis. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. Freight charges must be factored in with the base bid price. The Agency will not pay separate freight fees.

Vendor shall list any alternate brands and part numbers in the comments section in wvOASIS and should provide any necessary documentation with the bid.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

As this is an open-end contract, the Agency does not have an estimated quantity and is using the quantity of one (1) item for each contract item to establish the base contract pricing.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

Open-end Contract for Networking Equipment

- 4.3 Price escalation based on consumer price index (CPI):** Contract shall be for a base period of one (1) year, with three (3) one (1) year renewal options. Automatic renewals are prohibited. The vendor and agency must mutually agree in writing to the renewal of said contract. There shall be no contract price increases within the first twelve (12) months from the date of the award of the contract.

After the initial twelve (12) month contract period, the vendor may, no less than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing for the renewal year option. Any price adjustment will be evaluated based on the prior year consumer price index (CPI) and compared to the current year CPI, or a maximum of 3%, whichever amount is less. All price adjustments **must** be approved by the Agency prior to implementation and at the Agency's sole discretion. The vendor may charge less than the contracted rate but may not charge more.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could

Open-end Contract for Networking Equipment

cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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 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.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

Open-end Contract for Networking Equipment

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Open-end Contract for Networking Equipment

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 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: _____
Email Address: _____



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1742806

Doc Description: NETWORKING EQUIPMENT

Reason for Modification:

ADDENDUM 1
TO PROVIDE ANSWERS TO
VENDOR QUESTIONS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-12	2025-09-03 13:30	CRFQ 0511 MIS2600000001	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEALTH FACILITIES, AND OFFICE OF SHARED ADMINISTRATION, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR NETWORKING EQUIPMENT TO INCLUDE NETWORK SWITCHES, TWIN AXIAL CABLES, POWER CORDS, WIRELESS ACCESS POINTS AND TRANSCEIVER MODULES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Extreme Networks Products 48 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.1 Extreme Networks 48 Port Network Switch (Model 5320-48P-8XE), or equal.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Extreme Networks 24 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.2 Extreme Networks 24 Port Network Switch (Model 5320-24P-8XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Extreme Networks 16 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.3 Extreme Networks 16 Port Network Switch (Model 5320-16P-4XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Extreme Networks SFP Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.4 Extreme Networks SFP Network Switch (Model 5420F-24S-4XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Extreme Networks 24 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.5 Extreme Networks 24 Port Network Switch (Model 5420F-24P-4YE), or equal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Extreme Networks 48 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.6 Extreme Networks 48 Port Network Switch (Model 5420F-48P-4XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Extreme Networks Standard Power Cord, 15A/ USA/NEMA 5-15	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.7 Extreme Networks Standard Power Cord, 15A, USA, NEMA 5-15, IEC320-C15 (Part 10099), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Extreme Network 20GBase Direct Attach Cable - 0.5 m	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.8 Extreme Network 20GBase Direct Attach Cable - 0.5 m (Part #20G-DACP-SFPDDZ5m), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Extreme Networks 20GBase Direct Attach Cable - 1.0 m	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.9 Extreme Networks 20GBase Direct Attach Cable - 1.0 m (Part# 20G-DACP-SFPDD1M), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Extreme Networks 20GBase Direct Attach Cable - 3.0 m	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.10 Extreme Networks 20GBase Direct Attach Cable - 3.0 m (Part# 20G-DACP-SFPDD3M), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Extreme Networks QSFP to SFP+ Adapter	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.11 Extreme Networks QSFP to SFP+ Adapter (Part# 10506), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Extreme Networks 600W Secondary Power Supply	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39121004			

Extended Description:

3.1.12 Extreme Networks 600W Secondary Power Supply (Model XN-ACPWR-600W), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Extreme Networks 920W Secondary Power Supply	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39121004			

Extended Description:

3.1.13 Extreme Networks 920W Secondary Power Supply (Model XN-ACPWR-920W), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Extreme Networks Replacement Fan Module	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.14 Extreme Networks Replacement Fan Module (Model XN-FAN-000), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 gig	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.15 Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10301), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Extreme Networks 10GBASE-SR SFP+ Transceiver Module 10 Gig	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.16 Extreme Networks 10GBASE-SR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10302), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Extreme Networks 1M SFP+ Twin axial Cable	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.17 Extreme Networks 1M SFP+ Twin axial Cable (Part# 10304), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Extreme Networks 1000BASE-SX SFP Mini-GBIC Transceiver	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.18 Extreme Networks 1000BASE-SX SFP Mini-GBIC Transceiver Module - 1.00 Gbps (Part# 10051H), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Extreme Networks 1000BASE-LX SFP Mini-GBIC Transceiver	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.19 Extreme Networks 1000BASE-LX SFP Mini-GBIC Transceiver Module - 1 Gbps (Part# 10052H), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Extreme Networks SFP Transceiver Module - GigE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.20 Extreme Networks SFP Transceiver Module - GigE Copper (Model MGBIC-02), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Extreme Networks 6E Tri-Radio Wireless Access Point	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222640			

Extended Description:

3.1.21 Extreme Networks 6E Tri-Radio Wireless Access Point (Model AP4000-WW), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Technical Assistance Center & Operating System Support- 5 YR	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111811			

Extended Description:

3.1.23 Vendor must have the ability to provide Technical Assistance Center and Operating System Support for 5 years for AP4000-WW wireless access points (part# 97000-AP4000-WW-5YR) or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Extreme Cloud IQ Pilot SaaS & EW SaaS Support- 5 YRS	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111811			

Extended Description:

3.1.23 Vendor must have the ability to provide Extreme Cloud IQ Pilot SaaS Subscription Support and Extreme Works (EW) SaaS Support for 5 years or equal (Part#: XIQ-PIL-S-C-EW-5YR)

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Extreme Networks Multi-Gigabit Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.24 Extreme Networks Multi-Gigabit Network Switch (Model 5420F-16MW-32P-4XE), or equal.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2025-08-12

SOLICITATION NUMBER: CRFQ MIS2600000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFQ MIS2600000001 Networking Equipment

Vendor questions

1. We are interested in participation in this opportunity, could you please is there any criteria in pricing on this opportunity?

Agency response: Please see section 4.3: **Price escalation based on consumer price index (CPI):** Contract shall be for a base period of one (1) year, with three (3) one (1) year renewal options. Automatic renewals are prohibited. The vendor and agency must mutually agree in writing to the renewal of said contract. There shall be no contract price increases within the first twelve (12) months from the date of the award of the contract.

After the initial twelve (12) month contract period, the vendor may, no less than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing for the renewal year option. Any price adjustment will be evaluated based on the prior year consumer price index (CPI) and compared to the current year CPI, or a maximum of 3%, whichever amount is less. All price adjustments **must** be approved by the Agency prior to implementation and at the Agency's sole discretion. The vendor may charge less than the contracted rate, but may not charge more.

2. Due to change in tariffs, the unit price is updated frequently by the manufacturer and not committing to quote for one year term. Are we allowed to propose standard minimum discount off MSRP on this opportunity?

Agency response: Pricing must be firm and fixed for the term of the contract.

Please also refer to section 4.3: **Price escalation based on consumer price index (CPI):** Contract shall be for a base period of one (1) year, with three (3) one (1) year renewal options. Automatic renewals are prohibited. The vendor and agency must mutually agree in writing to the renewal of said contract. There shall be no contract price increases within the first twelve (12) months from the date of the award of the contract.

After the initial twelve (12) month contract period, the vendor may, no less than thirty (30) days prior to the contract anniversary date, request a price adjustment in writing for the renewal year option. Any price adjustment will be evaluated based on the prior year consumer price index (CPI) and compared to the current year CPI, or a maximum of 3%, whichever amount is less. All price adjustments **must** be approved by the Agency prior to

implementation and at the Agency's sole discretion. The vendor may charge less than the contracted rate but may not charge more.

3. Is the requirement is for IDIQ?

Agency response: There is no fixed quantity being purchased upfront, as the exact number of products agencies will require is unknown. This is an open-end contract, and purchases will be made on an as-needed basis. The pricing page will establish the base price for each item purchased under this contract.

4. Extreme Networks has various other products too. Can we propose a category based minimum discount for all products?

Agency response: Pricing must be firm and fixed. Please refer to section 4.2 and 4.3 for pricing information. This contract is only for the products that are outlined in General Requirements Section 3.

5. Can we bid on both Extreme Networks and alternatives on the same bid?

Agency response: Refer to 3.1.28 Alternate "or Equal Submission". Vendors may submit bids for alternative brands; however, they may not include more than one brand for the same item within a single bid. A separate, complete bid must be submitted for each brand.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MIS2600000001

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)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

vCloud Tech Inc.

Company

Muhammad Khan

Authorized Signature

9/3/2025

Date

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

Revised 6/8/2012



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1742806

Doc Description: NETWORKING EQUIPMENT

Reason for Modification:

ADDENDUM 2
TO REVISE SPECIFICATIONS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-22	2025-09-03 13:30	CRFQ 0511 MIS2600000001	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEALTH FACILITIES, AND OFFICE OF SHARED ADMINISTRATION, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR NETWORKING EQUIPMENT TO INCLUDE NETWORK SWITCHES, TWIN AXIAL CABLES, POWER CORDS, WIRELESS ACCESS POINTS AND TRANSCEIVER MODULES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Extreme Networks Products 48 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.1 Extreme Networks 48 Port Network Switch (Model 5320-48P-8XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Extreme Networks 24 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.2 Extreme Networks 24 Port Network Switch (Model 5320-24P-8XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Extreme Networks 16 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.3 Extreme Networks 16 Port Network Switch (Model 5320-16P-4XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Extreme Networks SFP Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.4 Extreme Networks SFP Network Switch (Model 5420F-24S-4XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Extreme Networks 24 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.5 Extreme Networks 24 Port Network Switch (Model 5420F-24P-4YE), or equal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Extreme Networks 48 Port Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.6 Extreme Networks 48 Port Network Switch (Model 5420F-48P-4XE), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Extreme Networks Standard Power Cord, 15A/ USA/NEMA 5-15	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.7 Extreme Networks Standard Power Cord, 15A, USA, NEMA 5-15, IEC320-C15 (Part 10099), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Extreme Network 20GBase Direct Attach Cable - 0.5 m	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.8 Extreme Network 20GBase Direct Attach Cable - 0.5 m (Part#20G-DACP-SFPDDZ5m), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Extreme Networks 20GBase Direct Attach Cable - 1.0 m	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.9 Extreme Networks 20GBase Direct Attach Cable - 1.0 m (Part# 20G-DACP-SFPDD1M), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Extreme Networks 20GBase Direct Attach Cable - 3.0 m	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.10 Extreme Networks 20GBase Direct Attach Cable - 3.0 m (Part# 20G-DACP-SFPDD3M), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Extreme Networks QSFP to SFP+ Adapter	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.11 Extreme Networks QSFP to SFP+ Adapter (Part# 10506), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Extreme Networks 600W Secondary Power Supply	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39121004			

Extended Description:

3.1.12 Extreme Networks 600W Secondary Power Supply (Model XN-ACPWR-600W), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Extreme Networks 920W Secondary Power Supply	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39121004			

Extended Description:

3.1.13 Extreme Networks 920W Secondary Power Supply (Model XN-ACPWR-920W), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Extreme Networks Replacement Fan Module	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description:

3.1.14 Extreme Networks Replacement Fan Module (Model XN-FAN-000), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 gig	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.15 Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10301), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Extreme Networks 10GBASE-SR SFP+ Transceiver Module 10 Gig	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.16 Extreme Networks 10GBASE-SR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10302), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Extreme Networks 1M SFP+ Twin axial Cable	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26121636			

Extended Description:

3.1.17 Extreme Networks 1M SFP+ Twin axial Cable (Part# 10304), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Extreme Networks 1000BASE-SX SFP Mini-GBIC Transceiver	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.18 Extreme Networks 1000BASE-SX SFP Mini-GBIC Transceiver Module - 1.00 Gbps (Part# 10051H), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Extreme Networks 1000BASE-LX SFP Mini-GBIC Transceiver	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.19 Extreme Networks 1000BASE-LX SFP Mini-GBIC Transceiver Module - 1 Gbps (Part# 10052H), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Extreme Networks SFP Transceiver Module - GigE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201553			

Extended Description:

3.1.20 Extreme Networks SFP Transceiver Module - GigE Copper (Model MGBIC-02), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Extreme Networks 6E Tri-Radio Wireless Access Point	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222640			

Extended Description:

3.1.21 Extreme Networks 6E Tri-Radio Wireless Access Point (Model AP4000-WW), or equal.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Technical Assistance Center & Operating System Support- 5 YR	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111811			

Extended Description:

3.1.23 Vendor must have the ability to provide Technical Assistance Center and Operating System Support for 5 years for AP4000-WW wireless access points (part# 97000-AP4000-WW-5YR) or equal.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Extreme Cloud IQ Pilot SaaS & EW SaaS Support- 5 YRS	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111811			

Extended Description:

3.1.23 Vendor must have the ability to provide Extreme Cloud IQ Pilot SaaS Subscription Support and Extreme Works (EW) SaaS Support for 5 years or equal (Part#: XIQ-PIL-S-C-EW-5YR)

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Extreme Networks Multi-Gigabit Network Switch	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.1.24 Extreme Networks Multi-Gigabit Network Switch (Model 5420F-16MW-32P-4XE), or equal.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-08-12

SOLICITATION NUMBER: CRFQ MIS2600000001

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To revise specifications

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CRFQ MIS2600000001

Addendum 2

Specification Revision

Section 3.1.5

Current: Extreme Networks 24 Port Network Switch (Model 5420F-24P-4YE), or equal.

Revision: Update the model number to **5420F-24P-4XE**.

Section 3.1.23

Current: Vendor must have the ability to provide ExtremeCloud IQ Pilot SaaS Subscription Support and ExtremeWorks (EW) SaaS Support for 5 years or equal (Part#: XIQ-PIL-S-C-EW-5YR) for the devices listed in Contract Item #3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.22 and applicable items.

Revision: Change to the following language:

Vendor must have the ability to provide ExtremeCloud IQ Pilot SaaS Subscription Support and ExtremeWorks (EW) SaaS Support for a minimum of **3 years** (Part#: **XIQ-PIL-S-C-EW-3YR or equal**) for the devices listed in Contract Item #3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.22 and applicable items.

Section 3.1.23.3

Current: Must provide regular software updates, including new features, bug fixes, and security patches for the full **five-year** term.

Revision: Change to: Must provide regular software updates, including new features, bug fixes, and security patches for the full minimum **three-year** term.

CRFQ MIS2600000001

Addendum 2

Specification Revision

Section 3.1.5

Current: Extreme Networks 24 Port Network Switch (Model 5420F-24P-4YE), or equal.

Revision: Update the model number to **5420F-24P-4XE**.

Section 3.1.23

Current: Vendor must have the ability to provide ExtremeCloud IQ Pilot SaaS Subscription Support and ExtremeWorks (EW) SaaS Support for 5 years or equal (Part#: XIQ-PIL-S-C-EW-5YR) for the devices listed in Contract Item #3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.22 and applicable items.

Revision: Change to the following language:

Vendor must have the ability to provide ExtremeCloud IQ Pilot SaaS Subscription Support and ExtremeWorks (EW) SaaS Support for a minimum of **3 years** (Part#: **XIQ-PIL-S-C-EW-3YR or equal**) for the devices listed in Contract Item #3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.22 and applicable items.

Section 3.1.23.3

Current: Must provide regular software updates, including new features, bug fixes, and security patches for the full **five-year** term.

Revision: Change to: Must provide regular software updates, including new features, bug fixes, and security patches for the full minimum **three-year** term.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MIS260000001

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)

☐ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

vCloud Tech Inc.

Company

Muhammad Khan

Authorized Signature

9/3/2025

Date

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

Revised 6/8/2012

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Heather White

Printed Name: Heather White

Title: Procurement Specialist, Senior

Date: 9/26/2025

Vendor Name: vCloud Tech Inc

By: Muhammad Khan

Printed Name: Muhammad Khan

Title: CEO

Date: 9/24/2025

State of West Virginia

By: Heather White

Printed Name: Heather White

Title: Procurement Specialist, Senior

Date: 9/26/2025

Vendor Name: vCloud Tech Inc

By: Muhammad Khan

Printed Name: Muhammad Khan

Title: CEO

Date: 9/24/2025

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33c(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

**EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

Prevailing Wage Determination

- ☐ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

WV Office of
Name of Agency: Shared Administration

Name of Vendor: vCloud Tech Inc

Signature: Heather White

Signature: Muhammad Khan

Title: Procurement Specialist, Senior

Title: CEO

Date: 9/26/2025

Date: 9/24/2025

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: vCloud Tech Inc.

Name of Agency: Office of Shared Administration

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes ☐
No ☒
2. If yes to #1, does the restricted information include personal data?
Yes ☐
No ☒
3. If yes to #1, does the restricted information include non-public data?
Yes ☐
No ☒
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes ☐
No ☒
5. Provide name and email address for the Department privacy officer:
Name: chris snyder
Email address: chris.s.snyder@wv.gov

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:
Name: Phil Swain
Email address: pswain@extremenetworks.com
Phone Number: 9194477353