



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

**Solicitation**

NUMBER
EBA483

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON 304-558-2306

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE  
 Alpha Technologies, Inc.  
 4003 Outlook Drive  
 Hurricane WV 25526

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

DATE PRINTED
03/05/2014

BID OPENING DATE: 04/03/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY (WVEBA) TO ESTABLISH A CONTRACT FOR THE ONE TIME PURCHASE OF ETHERNET SWITCHES FOR DEPLOYMENT WITHIN THEIR INTERNAL LAN STRUCTURE.						
0001	3	EA	285-79		Free Download	0.00
				NETGEAR PROSAFE NETWORK MANAGEMENT SYSTEM		
				PART # NMS300 OR EQUAL		
0002	3	EA	285-79		4,836.07	14,508.21
				NETGEAR 10GBASE-T ETHERNET SWITCH		
				PART # XSM7224-100NES OR EQUAL		
0003	1	EA	285-79		880.57	880.57
				NETGEAR 10GBASE-T ETHERNET SWITCH		
				PART # XS708E-100NES OR EQUAL		

04/03/14 01:11:04PM  
 West Virginia Purchasing Division

SIGNATURE <i>Michael G. Lunn</i>	TELEPHONE 304-721-8965	DATE 03/24/2014
TITLE FED/SLED Sales Exec	FEIN 55-0774279	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	3	EA	285-79	NETGEAR 1GBASE-T ETHERNET SWITCH PART # GSM7252S-100NES OR EQUAL	2,216.32	6,648.96
0005	6	EA	285-79	NETGEAR 1GBASE-T ETHERNET SWITCH PART # GSM7228S-100NES OR EQUAL	1,383.53	8,301.18
***** THIS IS THE END OF RFQ EBA483 ***** TOTAL:						\$ 30,338.92

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

REQUEST FOR QUOTATION  
RFQ EBA483 Ethernet Switches

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (WVEBA) to establish a contract for the one time purchase of Ethernet switches for deployment within their internal LAN structure.
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 **“Agency”** means the West Virginia Educational Broadcasting Authority.
  - 2.2 **“Contract Item”** means networking hardware and management system as described under Section 3, General Requirements. Equivalent or better hardware and management system is acceptable, but all items must be from the same manufacturer.
  - 2.3 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.4 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as EBA483.
  - 2.5 **“Centrally Managed”** means capable of being configured, controlled, and monitored by a single machine or appliance, which also manages other hardware on the network.
  - 2.6 **“Equal (Equivalent or Better)”** means the functionality and specifications of quoted hardware and management system must meet or exceed the functionality and specifications of the hardware and management system specified in this RFQ in all aspects.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION  
RFQ EBA483 Ethernet Switches

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**3.1.1 NetGear ProSAFE Network Management System, manufacturer part # NMS300 or equal**

**3.1.1.1** Central management system may either be a utility installed on existing agency hardware, or a separate appliance.

**3.1.1.2** If Central Management System is installed on existing agency hardware, it must meet the following requirements:

**3.1.1.2.1** Must be compatible with the following operating systems:

**3.1.1.2.1.1** Windows Server 2003 (Standard and Enterprise) 32-bit and 64-bit.

**3.1.1.2.1.2** Windows Server 2008 (Enterprise) 32-bit and 64-bit.

**3.1.1.2.1.3** Windows XP with SP3 or later (Professional) 32-bit and 64-bit

**3.1.1.2.1.4** Windows 7 (Professional, Enterprise, and Ultimate) 32-bit and 64-bit

**3.1.1.2.2** Must run on the following hardware or less:

**3.1.1.2.3** 2.8 GHz dual-core CPU

**3.1.1.2.4** 8 GB RAM

**3.1.1.2.5** 20 GB free space on hard drive

**3.1.1.3** Must support hypervisors including VMWare, Hyper-V, and XenServer.

**3.1.1.4** Utility / appliance must work with any managed device that uses industry-standard Simple Network Management Protocol (SNMP), such as Layer 2 switches, Layer 3 switches from any brand, wireless access points, traditional routers, servers, and printers.

**3.1.1.5** Utility / appliance must be optimized for quoted network switches.

**3.1.1.6** Must automatically discover and map up to 200 devices on a heterogeneous network with no additional cost.

REQUEST FOR QUOTATION  
RFQ EBA483 Ethernet Switches

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- 3.1.1.7 Must permit custom-defined thresholds and send Email alerts based on these thresholds.
- 3.1.1.8 Must permit configuration file backups and restoration from those backups.
- 3.1.1.9 Must support the following management interfaces:
  - 3.1.1.9.1 SNMP (v1, v2c, v3)
  - 3.1.1.9.2 TFTP
  - 3.1.1.9.3 Telnet
  - 3.1.1.9.4 Web GUI (HTTP and HTTPS) using Internet Explorer 9 or higher; Firefox 20.0.1 or higher; or Chrome 26.0.1410.64 m or higher.
- 3.1.1.10 Automated device discovery must include top-level, subcomponents, and interfaces/ports.
- 3.1.1.11 Must perform automated link discovery using LLDP protocol
- 3.1.1.12 Must provide topology views displaying discovered and manually created links, including filtering.
- 3.1.1.13 Must collect the following real-time key performance metrics: Temperature, Memory utilization, CPU Utilization, Total Inbound SNMP Traps, TCP Connection Attempt Failures, UDP Inbound Errors, Outbound IP Discards, Disk Temperature, Inbound IP Discards, Inbound TCP Errors, Disk Space Used, Inbound IP Address Errors, Disk Space Utilization, Total Disk Space, Inbound IP Header Errors, Total IP Discards, Fan Speed, Outbound IP No Route Discards, Uptime, Inbound ICMP Errors, Inbound ICMP Echo Requests, Total Outbound SNMP Traps, Outbound ICMP Echo Replies, Inbound UDP No Port, Established TCP Connections, and Total SNMP Traps.
- 3.1.1.14 Must provide active monitoring with trending for devices, ports, and interfaces. Must perform thresholding and graphing. Must maintain this data for a minimum of 30 days.
- 3.1.1.15 Must permit mass configuration of quoted switches.

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RFQ EBA483 Ethernet Switches

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**3.1.2 NetGear 10GBase-t Ethernet switch, manufacturer part # XSM7224-100NES or equal**

**3.1.2.1** Switch must have a minimum of 24 10Gbase-T ports and 4 SFP+ (Small Form-factor Pluggable Plus transceiver) ports.

**3.1.2.1.1** All 10Gbase-T ports must be backward compatible with 100 Meg and 1 Gig Ethernet.

**3.1.2.1.2** SFP+ ports must accept 1 Gig modules (copper and fiber) and 10 Gig modules (fiber).

**3.1.2.1.3** All ports must provide line-rate data transfer.

**3.1.2.1.4** All ports must perform multi-vendor auto-iSCSI optimization.

**3.1.2.2** Switch must be Layer 3 hardware

**3.1.2.3** Switch must have a minimum of a Layer 2+ operating system that is upgradeable to Layer 3.

**3.1.2.4** Switch must have the following capabilities:

**3.1.2.4.1** Support both IPv4 and IPv6

**3.1.2.4.2** Support Spanning Tree Protocol (STP)

**3.1.2.4.3** Link Aggregation

**3.1.2.4.4** ACL (Access Control Lists)

**3.1.2.4.4.1** Ability to bind ACL to ports, VLANs, and LAGs (Link Aggregation Groups or Port channel)

**3.1.2.4.4.2** MAC ACL (inbound/outbound)

**3.1.2.4.4.3** IP ACL (inbound/outbound)

**3.1.2.4.4.4** IPv6 ACL (inbound/outbound)

**3.1.2.4.5** Port mirroring (TX, RX, both)

**3.1.2.4.6** QoS (Quality of Service)

**3.1.2.4.6.1** Mapping 802.1p, DSCP

**3.1.2.4.6.2** Strict priority scheduling

**3.1.2.4.6.3** Weighted round robin

**3.1.2.4.6.4** Weighted Random Early Detection (WRED)

**3.1.2.4.6.5** Ingress rate limiting

**3.1.2.4.6.6** Egress rate limiting

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RFQ EBA483 Ethernet Switches

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- 3.1.2.4.7 Traffic Filtering
- 3.1.2.4.8 DHCP
  - 3.1.2.4.8.1 DHCP snooping
  - 3.1.2.4.8.2 DHCP client
  - 3.1.2.4.8.3 DHCP server
- 3.1.2.4.9 Static IP routing
- 3.1.2.4.10 Broadcast storm control
- 3.1.2.4.11 VLANs including:
  - 3.1.2.4.11.1 VLAN trunking
  - 3.1.2.4.11.2 Dynamic 802.1x VLAN assignment including dynamic VLAN creation and Guest VLAN / Unauthenticated VLAN with RADIUS policy enforcement
  - 3.1.2.4.11.3 Private VLANs with Primary VLAN, Isolated VLAN, Community VLAN, Promiscuous port, Host port, and Trunks providing Layer 2 isolation between ports that share the same broadcast domain.
- 3.1.2.4.12 Jumbo frame support up to 9Kb
- 3.1.2.4.13 Authentication
  - 3.1.2.4.13.1 IAS
  - 3.1.2.4.13.2 RADIUS
  - 3.1.2.4.13.3 TACACS+
- 3.1.2.4.14 MAC filtering
- 3.1.2.4.15 Simple Network Time Protocol (SNTP)
- 3.1.2.4.16 Syslog
- 3.1.2.4.17 Telnet including Secure Shell
- 3.1.2.4.18 Command-line interface
- 3.1.2.4.19 Web-based graphic user interface
- 3.1.2.4.20 SNMP v3 (with or without MD5 or SHA authentication)
- 3.1.2.4.21 802.1x MAC Address Authentication Bypass (MAB)
- 3.1.2.4.22 Automatic Voice over IP (VoIP) prioritization
- 3.1.2.4.23 16k MAC address table, minimum
- 3.1.2.4.24 1k concurrent VLANs, minimum
- 3.1.2.4.25 64 static routes, minimum

3.1.2.5 Switch must have a minimum total bandwidth of 480 Gbps

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3.1.2.6 Switch must have the following minimum network latency:

- 3.1.2.6.1 3.777 microseconds for 10G copper port
- 3.1.2.6.2 1.830 microseconds for 10G SFP+ ports

3.1.2.7 Switch must have a minimum of dual redundant Power Supply Units / Fan trays.

3.1.2.8 Switch must be centrally managed using manufacturer provided utility or appliance.

3.1.2.9 Switch must have a lifetime hardware warranty.

3.1.2.10 Switch must have lifetime 24x7 technical support including remote diagnostics.

3.1.2.11 Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

**3.1.3 NetGear 10GBase-t Ethernet switch, manufacturer part # XS708E-100NES or equal**

3.1.3.1 Switch must have a minimum of 8 10Gbase-T ports and 1 combo fiber SFP+ port.

3.1.3.2 Switch must have the following capabilities:

- 3.1.3.3 Auto Negotiation of speed and duplex modes
- 3.1.3.3.1 801.2x Flow Control
- 3.1.3.3.2 DHCP Client
- 3.1.3.3.3 Dynamic MAC address management
- 3.1.3.3.4 IEEE802.1Q-based or port-based VLAN
- 3.1.3.3.5 QoS (Quality of Service)
  - 3.1.3.3.5.1 Based on WRR, strict priority, or both
  - 3.1.3.3.5.2 Port-based and IEEE801.2p-based
  - 3.1.3.3.5.3 Based on ToS (Type-of-Service)
- 3.1.3.3.6 DSCP Support (GS105E and GS105PE only)
- 3.1.3.3.7 Rate Limiting
- 3.1.3.3.8 Link Aggregation



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- 3.1.3.3.9 IGMP snooping, v1, v2, and v3
- 3.1.3.3.10 Port mirroring on both ingress and egress traffic
- 3.1.3.3.11 Jumbo frame support
- 3.1.3.3.12 Broadcast Storm control
- 3.1.3.3.13 Loop detection
- 3.1.3.3.14 DoS (Denial of Service) prevention

3.1.3.4 Switch must be centrally managed using manufacturer provided utility or appliance.

3.1.3.5 Switch must have a lifetime hardware warranty.

3.1.3.6 Switch must have lifetime 24x7 technical support including remote diagnostics.

3.1.3.7 Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

**3.1.4 NetGear 1GBase-t Ethernet switch, manufacturer part # GSM7252S-100NES or equal**

3.1.4.1 Switch must have a minimum of 48 10/100/1000 Mbps RJ45 ports, 2 10GBase-T RJ45 ports, 4 one Gig SFP+ combo ports, and 2 ten Gig SFP+ combo ports.

3.1.4.1.1 All ports must provide line-rate data transfer.

3.1.4.1.2 All ports must perform multi-vendor auto-iSCSI optimization.

3.1.4.2 Switch must be Layer 3 hardware

3.1.4.3 Switch must have a minimum of a Layer 2+ operating system that is upgradeable to Layer 3.

3.1.4.4 Switch must have a minimum total operating bandwidth of 180 Gbps.

3.1.4.5 Switch must have the following maximum network latency:

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**3.1.4.5.1** 3.782 microseconds for 64 byte frames for 1000 Mbps transmission

**3.1.4.5.2** 8.415 microseconds for 64 byte frames for 10 Gbps transmission

**3.1.4.6** Switch must be stackable

**3.1.4.6.1** Minimum of 8 switches in a single stack

**3.1.4.6.2** RING topology support

**3.1.4.6.3** CHAIN topology support

**3.1.4.6.4** Must be capable of utilizing stacking connections independent of Ethernet ports with a minimum combined transfer rate of 48 Gbps

**3.1.4.7** Switch must have the following capabilities:

**3.1.4.7.1** Static VLAN (Up to 4k)

**3.1.4.7.2** Class of Service (CoS)

**3.1.4.7.3** Spanning Tree Protocol (STP)

**3.1.4.7.4** Rapid Spanning Tree Protocol (RSTP)

**3.1.4.7.5** Multiple Spanning Tree Protocol (MSTP)

**3.1.4.7.6** Link Aggregation (LACP)

**3.1.4.7.7** IGMP v1, v2 Snooping Support

**3.1.4.7.8** DHCP, BootP Relay

**3.1.4.7.9** SNTP (Simple Network Time Protocol)

**3.1.4.7.10** SNMP v1/v2/v3

**3.1.4.7.11** LLDP/LLDP-MED

**3.1.4.7.12** Multicast VLAN Registration (MVR)

**3.1.4.7.13** Jumbo Frames (up to 12 KB)

**3.1.4.7.14** GARP/GVRP

**3.1.4.7.15** Voice VLAN

**3.1.4.7.16** Auto VOIP

**3.1.4.7.17** QoS

**3.1.4.7.17.1** Mapping 802.1p, DSCP

**3.1.4.7.17.2** Strict priority scheduling

**3.1.4.7.17.3** Weighted round robin

**3.1.4.7.17.4** Weighted Random Early Detection (WRED)

**3.1.4.7.17.5** Ingress rate limiting

**3.1.4.7.17.6** Egress rate limiting



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3.1.4.11 Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

**3.1.5 NetGear 1GBase-t Ethernet switch, manufacturer part # GSM7228S-100NES or equal**

3.1.5.1 Switch must be exact part number or equivalent or better.

3.1.5.2 Switch must have a minimum of 24 10/100/1000 Mbps RJ45 ports, 2 10GBase-T RJ45 ports, 4 one Gig SFP+ combo ports, and 2 ten Gig SFP+ combo ports.

3.1.5.2.1 All ports must provide line-rate data transfer.

3.1.5.2.2 All ports must perform multi-vendor auto-iSCSI optimization.

3.1.5.3 Switch must be Layer 3 hardware

3.1.5.4 Switch must have a minimum of a Layer 2+ operating system that is upgradeable to Layer 3.

3.1.5.5 Switch must have a minimum total operating bandwidth of 136 Gbps.

3.1.5.6 Switch must have the following maximum network latency:

3.1.5.6.1 3.782 microseconds for 64 byte frames for 1000 Mbps transmission

3.1.5.6.2 8.415 microseconds for 64 byte frames for 10 Gbps transmission

3.1.5.7 Switch must be stackable

3.1.5.7.1 Minimum of 8 switches in a single stack

3.1.5.7.2 RING topology support

3.1.5.7.3 CHAIN topology support

3.1.5.7.4 Must be capable of utilizing stacking connections independent of Ethernet ports with a minimum combined transfer rate of 48 Gbps

3.1.5.8 Switch must have the following capabilities:

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RFQ EBA483 Ethernet Switches

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- 3.1.5.8.1 Static VLAN (Up to 4k)
- 3.1.5.8.2 Class of Service (CoS)
- 3.1.5.8.3 Spanning Tree Protocol (STP)
- 3.1.5.8.4 Rapid Spanning Tree Protocol (RSTP)
- 3.1.5.8.5 Multiple Spanning Tree Protocol (MSTP)
- 3.1.5.8.6 Link Aggregation (LACP)
- 3.1.5.8.7 IGMP v1, v2 Snooping Support
- 3.1.5.8.8 DHCP, BootP Relay
- 3.1.5.8.9 SNTP (Simple Network Time Protocol)
- 3.1.5.8.10 SNMP v1/v2/v3
- 3.1.5.8.11 LLDP/LLDP-MED
- 3.1.5.8.12 Multicast VLAN Registration (MVR)
- 3.1.5.8.13 Jumbo Frames (up to 12 KB)
- 3.1.5.8.14 GARP/GVRP
- 3.1.5.8.15 Voice VLAN
- 3.1.5.8.16 Auto VOIP
- 3.1.5.8.17 QoS
  - 3.1.5.8.17.1 Mapping 802.1p, DSCP
  - 3.1.5.8.17.2 Strict priority scheduling
  - 3.1.5.8.17.3 Weighted round robin
  - 3.1.5.8.17.4 Weighted Random Early Detection (WRED)
  - 3.1.5.8.17.5 Ingress rate limiting
  - 3.1.5.8.17.6 Egress rate limiting
  - 3.1.5.8.17.7 DiffServ QoS
- 3.1.5.8.18 Port mirroring (TX, RX, Both)
- 3.1.5.8.19 SNMP v1, v2c, v3
- 3.1.5.8.20 DHCP Client (and BootP)
- 3.1.5.8.21 Broadcast storm control
- 3.1.5.8.22 Command-line interface
- 3.1.5.8.23 Web-based graphic user interface
- 3.1.5.8.24 Authentication:
  - 3.1.5.8.24.1 IAS
  - 3.1.5.8.24.2 RADIUS
  - 3.1.5.8.24.3 TACACS+
- 3.1.5.8.25 MAC Filter
- 3.1.5.8.26 Port Security
- 3.1.5.8.27 Private VLAN

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- 3.1.5.8.28 Storm Control
- 3.1.5.8.29 DHCP Snooping
- 3.1.5.8.30 Access Control Lists (ACL)
  - 3.1.5.8.30.1 MAC ACL (inbound/outbound)
  - 3.1.5.8.30.2 IP ACL (inbound/outbound)
  - 3.1.5.8.30.3 IPv6 ACL (inbound/outbound)
- 3.1.5.8.31 DHCP Server

3.1.5.9 Switch must be centrally managed using manufacturer provided utility or appliance.

3.1.5.10 Switch must have a lifetime hardware warranty.

3.1.5.11 Switch must have lifetime 24x7 technical support including remote diagnostics.

3.1.5.12 Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the 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 Page:** Vendor shall complete the Pricing Page by entering a unit cost in the "Unit Cost" column for each item. Vendor shall determine the Extended Cost for each item by multiplying the quantity of each item by the "Unit Cost" of each item and entering the amount in the "Extended Cost" column for each item. Shipping costs shall be included in the price of the items. Shipping fees are FOB destination.

The "**TOTAL COST**" of the requisition is determined by summing the individual item's Extended Costs and entering this amount on the "Total Cost" line at the bottom of the chart. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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Unit Costs must include ALL charges, including any fees, government surcharges, taxes, travel, shipping, or any other charge associated with the contract item. The Vendor will only be paid what is on the Pricing Page.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. DELIVERY AND RETURN:**

**5.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 5 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 600 Capitol St., Charleston WV 25301.

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

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

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

**5.4 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.

**5.5 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.

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6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
7. **PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - a. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - b. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - c. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - d. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - e. Vendor shall inform all staff of Agency's security protocol and procedures.



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**10. VENDOR DEFAULT:**

- a. The following shall be considered a vendor default under this Contract.
  - i. Failure to perform Contract Services in accordance with the requirements contained herein.
  - ii. Failure to comply with other specifications and requirements contained herein.
  - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - iv. Failure to remedy deficient performance upon request.
- b. The following remedies shall be available to Agency upon default.
  - i. Cancellation of the Contract.
  - ii. Cancellation of one or more release orders issued under this Contract.
  - iii. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

- a. **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:** Michael A Ferrari  
**Telephone Number:** 304-721-8965  
**Fax Number:** 888-273-6980  
**Email Address:** mferrari@alpha-tech.us

REQUEST FOR QUOTATION  
RFQ EBA483 Ethernet Switches

Pricing Page

Item#	Equipment Description	Qty.	Unit Cost*	Extended Cost
1	NetGear ProSAFE Network Management System, part# NMS300 or equal	3	Free Download	0.00
2	NetGear 10GBase-t Ethernet switch, part# XSM7224-100NES or equal	3	4836.07	14508.21
3	NetGear 10GBase-t Ethernet switch, part# XS708E-100NES or equal	1	880.57	880.57
4	NetGear 1GBase-t Ethernet switch, part# GSM7252S-100NES or equal	3	2216.32	6648.96
5	NetGear 1GBase-t Ethernet switch, part# GSM7228S-100NES or equal	6	1383.53	8301.18
<b>Total Cost</b>				\$30,338.92

\*Unit Costs must include ALL charges, including any fees, government surcharges, taxes, travel, shipping, or any other charge associated with the contract item. The Vendor will only be paid what is on the Pricing Page.

**Note: Award will be made to the Vendor with the lowest overall Total Cost meeting specifications.**

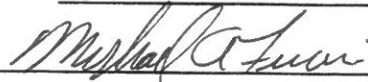
**VENDOR NAME:** Alpha Technologies, Inc

**VENDOR ADDRESS:** 4003 Outlook Drive  
Hurricane WV 25526

**FAX NUMBER:** 888-273-6980

**PHONE NUMBER:** 304-721-8965

**VENDOR EMAIL:** mferrari@alpha-tech.us

**SIGNATURE:**  **DATE:** 03/24/2014

**CERTIFICATION AND SIGNATURE PAGE**

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

Alpha Technologies, Inc.

(Company)

*Michael A Ferrari*

(Authorized Signature)

Michael A Ferrari, FED/SLED Sales

(Representative Name, Title)

304-721-8965

(Phone Number)

888-273-6980

(Fax Number)

3/24/2014

(Date)

RFQ No. EBA483

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Alpha Technologies, Inc.

Authorized Signature: Mukul a. Kumar Date: 03/24/2014

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>th</sup> day of MARCH, 2014.

My Commission expires March 27, 2023, 2023.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** B Diane Erwin

*Purchasing Affidavit (Revised 07/01/2012)*



Rev. 07/12

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**4. Application is made for 5% resident vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Alpha Technologies, Inc

Signed: 

Date: 3/24/2014

Title: FED/SLED Sales Executive

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EBA483**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alpha Technologies, Inc.

Company



Authorized Signature

3/24/2014

Date

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

Main: 3042017485

Email: [mferrari@Alpha-Tech.us](mailto:mferrari@Alpha-Tech.us)

Web: [www.alpha-tech.us](http://www.alpha-tech.us)

**We have prepared a quote for you**

**EBA483**

**Quote #004278**

Version 1

**Prepared For**

West Virginia Educational Broadcasting Authority  
Evelyn Melton  
600 Capitol Street  
Charleston, WV 25301  
evelyn.p.melton@wv.gov  
304-558-4115

**Prepared By**

Mike Ferrari  
Phone: 304-721-8965  
Email: mferrari@Alpha-Tech.us



Internal LAN Structure Upgrades

Hardware		Price	Qty	Extended
XSM7224-100NES	Netgear ProSafe Managed Switch M7100-24X - 24 Ports - Manageable - 20 x RJ-45 - 4 x Expansion Slots - 10/100/1000Base-T - Rack-mountable, Wall Mountable, Desktop	\$4,836.07	3	\$14,508.21
XS708E-100NES	Netgear 8-Port 10-Gigabit ProSafe Plus Switch - 8 Ports - 8 x RJ-45 - 1 x Expansion Slots - 10GBase-T - Rack-mountable	\$880.57	1	\$880.57
GSM7252S-100NES	Netgear ProSafe Ethernet Switch - Manageable - 12 x Expansion Slots	\$2,216.32	3	\$6,648.96
GSM7228S-100NES	Netgear 24 Ports Gigabit, Layer 2+ Software Package - 24 Ports - Manageable - 20 x RJ-45 - Stack Port - 6 x Expansion Slots - 10GBase-T, 10/100/1000Base-T - Rack-mountable, Desktop	\$1,383.53	6	\$8,301.18
<b>Hardware Subtotal</b>				<b>\$30,338.92</b>

Recap	Amount
Hardware	\$30,338.92
<b>Total</b>	<b>\$30,338.92</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

*Michaela Lujan*  
\_\_\_\_\_  
Signature

3-24-2014  
\_\_\_\_\_  
Date