



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 41557

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0506

Vendor ID: 000000161403



SO Doc ID: MMB1500000002

Legal Name: OM OFFICE SUPPLY INC

Published Date: 3/10/15

Alias/DBA:

Close Date: 3/19/15

Total Bid: \$44,725.95

Close Time: 13:30

Response Date: 03/10/2015



Status: Closed

Response Time: 11:18

Solicitation Description: ADDENDUM NO. 1 NETWORK SWITCHES & ACCESS., W/5 YR

Total of Header Attachments: 0

Total of All Attachments: 0



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

State Of West Virginia
Solicitation Response

Proc Folder : 41557

Solicitation Description : ADDENDUM NO. 1 NETWORK SWITCHES & ACCESS., W/5 YR EXTENDED

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-03-19 13:30:00	SR 0506 ESR03101500000002493	1

VENDOR
000000161403 OM OFFICE SUPPLY INC

FOR INFORMATION CONTACT THE BUYER Gregory Clay (304) 558-2566 gregory.c.clay@wv.gov
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Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	NETWORK SWITCH	9.00000	EA	\$3,800.05	

Comm Code	Manufacturer	Specification	Model #
43222612	CISCO		

Extended Description :	SECTION 4.2 CATALYST 2960S 48 GIG POE 740W, 4 X SFP LAN BASE SWITCH OR EQUAL MUST INCLUDE FIVE (5) YEAR EXTENDED SERVICE AGREEMENT.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	NETWORK SWITCH	2.00000	EA	\$1,692.50	

Comm Code	Manufacturer	Specification	Model #
43222612	CISCO		

Extended Description :	SECTION 4.3 CATALYST 2960S 24 GIG POE 370 W, 2 x SFP LAN BASE SWITCH OR EQUAL. MUST INCLUDE FIVE (5) EXTENDED SERVICE AGREEMENT.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	STACK MODULE	7.00000	EA	\$629.00	

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO		

Extended Description :	SECTION 4.4 CISCO CATALYST 2960S FLEX STACK MODULE OR EQUAL
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	STACKING CABLE	5.00000	EA	\$92.00	

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO		

Extended Description :	SECTIO 4.5 CISCO FLEXSTACK 50CM STACKING CABLE OR EQUAL
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	STACKING CABLE	2.00000	EA	\$116.75	

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO		

Extended Description :	SECTION 4.6 CISCO FLEXSTACK 1M STACKING CABLE OR EQUAL
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	TRANSCEIVER	14.00000	EA	\$146.00	

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO		

Extended Description :	SECTION 4.7 CISCO GE SFP, LC CONNECTOR SX TRANSCEIVER OR EQUAL
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	AC POWER CORD	11.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
26121636	CISCO		

Extended Description :	SECTION 4.8 AC POWER CORD, 16 AWG OR EQUAL
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	INSERT PACKOUT	11.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description :	SECTION 4.9.1 SECTION 4.9.2 INSERT PACKOUT
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation

Proc Folder: 41557

Doc Description: NETWORK SWITCHES & ACCESS., W/5 YR EXTENDED SERVICE AGREEMEN

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-13	2015-03-12 13:30:00	CRFQ 0506 MMB1500000002	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

OM Office Supply Inc.
5007 Carlisle Pike, Suite 101
Mechanicsburg, PA 17050
Tel:717-763-4216 Fax:717-763-4354
e-mail: mani@omos.com

FOR INFORMATION CONTACT THE BUYER

Gregory Clay
(304) 558-2566
gregory.c.clay@wv.gov

Signature X

FEIN #

25-1794667

DATE

02/16/2015

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV 25709 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK SWITCH	9.00000	EA	3800-05	34200-45

Comm Code	Manufacturer	Specification	Model #
43222612	CISCO HP	HP Brand	J9836A #ABA

Extended Description :
SECTION 4.2

5 year warranty part # U3MS1E

CATALYST 2960S 48 GIG POE 740W, 4 X SFP LAN BASE SWITCH OR EQUAL
MUST INCLUDE FIVE (5) YEAR EXTENDED SERVICE AGREEMENT.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV 25709 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	NETWORK SWITCH	2.00000	EA	1692-50	3385-00

Comm Code	Manufacturer	Specification	Model #
43222612	CISCO	BRAND : HP	J9727A #ABA

Extended Description :
SECTION 4.3

5 year warranty part # U3MQ1E

CATALYST 2960S 24 GIG POE 370 W, 2 x SFP LAN BASE SWITCH OR EQUAL.
MUST INCLUDE FIVE (5) EXTENDED SERVICE AGREEMENT.

NOTE : We are bidding on the Brand : HP.
Specifications sheets attached.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV 25709 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	STACK MODULE	7.00000	EA	629-00	4403-00

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO	BRAND : HP	J9733A

Extended Description :

SECTION 4.4

CISCO CATALYST 2960S FLEX STACK MODULE OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV 25709 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	STACKING CABLE	5.00000	EA	92-00	460-00

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO	BRAND : HP	J9734A

Extended Description :

SECTIO 4.5

CISCO FLEXSTACK 50CM STACKING CABLE OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV 25709 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	STACKING CABLE	2.00000	EA	116-75	233-50

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO	BRAND: HP	J9735A

Extended Description :

SECTION 4.6

CISCO FLEXSTACK 1M STACKING CABLE OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV 25709 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	TRANSCEIVER	14.00000	EA	146-00	2044-00

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO	BRAND: HP	J4858C

Extended Description :

SECTION 4.7

CISCO GE SFP, LC CONNECTOR SX TRANSCEIVER OR EQUAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV 25709 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	AC POWER CORD	11.00000	EA	0-00	0-00

Comm Code	Manufacturer	Specification	Model #
26121636	CISCO	BRAND: HP	Power cord

Extended Description :

SECTION 4.8

AC POWER CORD, 16 AWG OR EQUAL

QM Office Supply Inc
5007 Carlisle Pike
Mechanicsburg, PA 17050
Tel: 717-733-4216

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL PO BOX 448 HUNTINGTON WV25709 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	INSERT PACKOUT	11.00000	EA	—	—

Comm Code	Manufacturer	Specification	Model #
43222600	<i>This item doesn't requize with HP switches.</i>		

Extended Description :

SECTION 4.9.1
SECTION 4.9.2

INSERT PACKOUT

MMB1500000002	Document Phase Final	Document Description NETWORK SWITCHES & ACCESS. , W/5 YR EXTENDED SERVICE AGREEMEN	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Question Submission Deadline: **MARCH 3, 2015 AT 5:00 PM**

Submit Questions to: **GREG CLAY**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Gregory.C.Clay@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: NETWORK SWITCH & 5 YEAR EXTENDED WARRANTY

BUYER: GREG CLAY

SOLICITATION NO.: CRFQ 0506 MMB1500000002

BID OPENING DATE: MARCH 12, 2015

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

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

MARCH 12, 2015 AT 1:30 PM

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

- ☒ **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.

- ☐ **Other:** See attached.

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

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of 100,000.00 _____ or more.

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

☐ Workers Compensation Insurance In the amount of 100,000.00 or more.

☐
☐
☐
☐

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

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

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

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

- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for _____
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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

21. **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.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

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

- d. 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.

43. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; 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.

DM OFFICE SUPPLY INC
(Company)

 MANISH AGARWAL, V.P
(Authorized Signature) (Representative Name, Title)

717-763-4216 / 717-763-4354 02/16/2015
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
CRFQ 0506 MMB1500000002 - NETWORK SWITCHES

SPECIFICATIONS FOR NETWORK SWITCHES

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Mildred Mitchell-Bateman Hospital located at 1530 Norway Avenue, Huntington WV 25705 to establish a contract for the one time purchase Network Switches to replace existing network equipment and Extended Service Agreement.
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 Service”** means extended service agreement as more fully described in these specifications.
 - 2.2 **“Contract Items”** means Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base Switch; Catalyst 2960S 24 GigE PoE 370W, 2x SFP LAN Base Switch; Cisco Catalyst 2960S Flex Stack Module; Cisco Flexstack 50CM Stacking Cable; Cisco FlexStack 1 m Stacking Cable; GE SFP, LC connector SX Transceiver; AC Power Cord, 16AWG, CON-SNT-2960S4FS, CON-SNT-2960s2PS and associated hardware or equal.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods and services that is published by the Purchasing Division identified as CRFQ 0506 *MMB1500000002*.
3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1 Must have a Valid Current West Virginia Business License
4. **GENERAL REQUIREMENTS:**
 - 4.1 **Mandatory Contract Service Requirements:** Contract Items and Services must meet or exceed the mandatory requirements listed below.
 - 4.2 Must be Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base Switch, Part Number WS-C2960S-48FPS-L or equal.
 - 4.3 Must be Catalyst 2960S 24GigE PoE 370W, 2 x SFP LAN Base Switch, Part Number WS-C2960S-24PS-L or equal.
 - 4.4 Must be Cisco Catalyst 2960S FlexStack Stack Module,

REQUEST FOR QUOTATION
CRFQ 0506 MMB1500000002 - NETWORK SWITCHES

Part Number C2960S-STACK or equal.

- 4.5** Must be Cisco FlexStack 50cm Stacking Cable,
Part Number CAB-STK-E-0.5M or equal.

4.5.1 This cable must connect adjacent switches in a stack.

- 4.6** Must be Cisco FlexStack 1m Stacking Cable,
Part Number Cab-STK-E-1M or equal.

4.6.1 This cable must connect the top and bottom switch in a stack of three (3) switches.

- 4.7** Must be Cisco GE SFP, LC connector SX Transceiver,
Part Number GLC-SX-MM or equal.

- 4.8** Must be powered by electricity by AC Power Cord, 16AWG,
Part Number CAB-16AWG-AC or equal.

- 4.9** Must provide Insert Packout – PI-MSE for the each of the following:

4.9.1 (9)each Catalyst 2960S 48 GigE PoE 740W 4 x SFP LAN Base Switch or equal.

4.9.2 (2) each Catalyst 2960S 24 GigE PoE 370W 2 x SFP LAN Base Switch or equal.

- 4.10** Vendor must provide an extended service agreement to include the following requirements for a total of five (5) years.

The extended service agreement must be Cisco Smartnet for each switch listed in 4.2.
Part number CON-SNTP-2960S4FS or equal.

The service must include telephone technical support eight (8) hours a day, 8:00am to 4:00pm eastern time zone/five (5) days a week, next day hardware replacement, and software updates.

- 4.11** Vendor must provide an extended service agreement to include the following requirements for year one (1) and renewals for four (4) additional years for a total of five (5) years.

The extended service agreement must be Cisco Smartnet for each switch listed in Section 4.3.
Part number CON-SNTP-2960S2PS or equal.

REQUEST FOR QUOTATION
CRFQ 0506 MMB1500000002 - NETWORK SWITCHES

The service must include telephone technical support eight (8) hours a day, 8:00am to 4:00pm eastern time zone/five (5) days a week, next day hardware replacement, and software updates.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items and Service(s). The Contract shall be awarded to the Vendor that provides the Contract Items and Service(s) meeting the required specifications for the lowest overall total cost as shown on the Pricing Page. The renewals included in this purchase are only applicable to the additional years of the "Extended Service Agreements" named within the document and do not include the purchase or renewal of any other items.

5.2 Pricing Page: Vendor should complete the Pricing Page by filling in the price per requested unit, the extended price for the total number of units requested and grand total for all goods and services requested. Vendor should completed the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid be disqualified.

Vendor may also submit bids using the VSS/WV Oasis website and insert pricing on the commodity lines.

You can go to: <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService> to submit online bids.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Items 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 Items and 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 cost 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.

9. DELIVERY AND RETURN:

9.1 Shipment and Delivery: Vendor shall ship the Contract Items Immediately after being awarded this Contract and receiving a purchase order or a notice to proceed. Vendor shall

REQUEST FOR QUOTATION
CRFQ 0506 MMB1500000002 - NETWORK SWITCHES

deliver the Contract Items within thirty (30) days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at: West Virginia Office of Technology, 1900 Kanawha Boulevard East, Building 5, A-916, Charleston WV 25305.

- 9.2 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 the cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 9.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 9.4 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 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.
- 9.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within thirty (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 resalable condition if they are unused and in original packaging. Any restock charge 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.

REQUEST FOR QUOTATION
CRFQ 0506 MMB1500000002 - NETWORK SWITCHES

10. 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 card and/or keys are required:

- 10.1** Vendor must identify principle service personnel which will be issued access cards and/or keys to perform service.
- 10.2** Vendor will be responsible for controlling cards and/or keys and will pay replacement fee, if the cards and/or keys become lost or stolen.
- 10.3** Vendor shall notify Agency immediately of any lost, stolen or missing cards and/keys.
- 10.4** Anyone performing under this Contract will be subject to the Agency's security protocol and procedures.
- 10.5** Vendor shall inform all staff of Agency's security protocol and procedures.

11. VENDOR DEFAULT:

- 11.1** The following shall be considered a vendor default under this Contract.
 - 11.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 11.1.2** Failure to comply with other specifications and requirements contained herein.
 - 11.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services Provided under this Contract.
 - 11.1.4** Failure to remedy deficient performance upon request.
- 11.2** The following remedies shall be available to Agency upon default.
 - 11.2.1** Immediate cancellation of the Contract
 - 11.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 11.2.3** Any other remedies available in law or equity.

REQUEST FOR QUOTATION
CRFQ 0506 MMB1500000002 - NETWORK SWITCHES

12. MISCELLANEOUS:

- 12.1 Point of Contact:** During the performance of this Contract, Vendor must designate and maintain a primary point of contact responsible for overseeing Vendor's responsibilities under this Contract. The Point of Contact must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor shall list its Point Of Contact and his or her contact information below.

Point of Contact: MANISH AGARWAL

Telephone Number: Office : 717-763-4216

Cell: 717-421-4020

Fax Number: 717-763-4354

Email Address: MANI@OMOS.COM

- 12.2 Explanation of Award:** Agency will Evaluate the bids received based on the Grand Total Bid Price. A Contract will be awarded to the apparent successful Vendor that provides the Contract Items that meets or exceeds the required specifications contained herein, for the lowest overall Grand Total BidPrice.

Payment to the Vendor will be made in arrears after delivery and 100% of acceptance of Contract Items by the Agency.

Please Complete:

Vendor Business Name: OM Office Supply Inc.
Vendor Address: 5007 Carlisle Pike, Suite 101
Mechanicsburg, PA 17050
Tel:717-763-4216 Fax:717-763-4354
e-mail: mani@omos.com

Remit to Address: Same as above


Vendor Telephone Number: 717-763-4216

REQUEST FOR QUOTATION
CRFQ 0506 MMB1500000002 - NETWORK SWITCHES

Vendor Fax Number: 717-763-4354

Vendor Email: MANI@OMOS.COM

Vendor Authorized Representative: MANISH AGARWAL
(Please Print)

Vendor Authorized Representative Signature: 

Date: 02/17/2015

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.

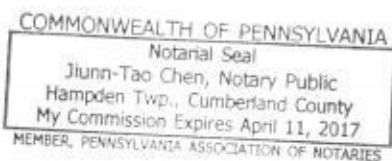
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: OM OFFICE SUPPLY INCAuthorized Signature: [Signature] Date: 2/17/15State of PACounty of CUMBERLAND, to-wit:Taken, subscribed, and sworn to before me this 17th day of February, 2015.My Commission expires April 11th, 2017.**AFFIX SEAL HERE****NOTARY PUBLIC** [Signature]

Purchasing Affidavit (Revised 07/01/2012)





**HP 2920-48G-POE+ Switch - 44
Ports - Manageable - 44 x POE+ -
7 x Expansion Slots -
10/100/1000Base-T - PoE Ports -
Rack-mountable**

Item NO: 1 Specifications Sheet

by **Hp Switching**

Product overview The HP 2920 Switch Series consists of four switches: the HP 2920-24G and 2920-24G-PoE+ Switches with 24 10/100/1000 ports, and the HP 2920-48G and 2920-48G-PoE+ Switches with 48 10/100/1000 ports. Each switch has four dual-personality ports for 10/100/1000 or SFP connectivity. In addition, the 2920 switch series supports up to four optional 10 Gigabit Ethernet (SFP+ and/or 10GBASE-T) ports, as well as a two-port stacking module. These options provide you with flexible and easy-to-deploy uplinks and stacking. Together with static and RIP routing, robust security and management, enterprise-class features, free lifetime warranty, and free software updates, the 2920 switch series is a cost-effective, scalable solution for customers who are building high-performance networks. These switches can be deployed at the enterprise edge, in remote branch offices, and in converged networks.

Specifications are provided by the manufacturer. Refer to the manufacturer for additional explanations.

Extended Specifications

Battery Information

Power Source: Power Supply

General Information

Brand Name: HP
Manufacturer Part Number: J9836A#ABA
Manufacturer Website Address: <http://www.hp.com>
Manufacturer: Hewlett-Packard
Marketing Information: **Product overview**

The HP 2920 Switch Series consists of four switches: the HP 2920-24G and 2920-24G-PoE+ Switches with 24 10/100/1000 ports, and the HP 2920-48G and 2920-48G-PoE+ Switches with 48 10/100/1000 ports. Each switch has four dual-personality ports for 10/100/1000 or SFP connectivity.

In addition, the 2920 switch series supports up to four optional 10 Gigabit Ethernet (SFP+ and/or 10GBASE-T) ports, as well as a two-port stacking module. These options provide you with flexible and easy-to-deploy uplinks and stacking.

Together with static and RIP routing, robust security and management, enterprise-class features, free lifetime warranty, and free software updates, the 2920 switch series is a cost-effective, scalable solution for customers who are building high-performance networks. These switches can be deployed at the enterprise edge, in remote branch offices, and in converged networks.

OM Office Supply Inc.
5007 Carlisle Pike
Mechanicsburg, PA 17050
Tel: 717-763-4216

Package Contents:

- 2920-48G-POE+ Switch
- Power Supply
- Installation Manual
- Power Cord

Product Model: 2920-48G-POE+

Product Name: 2920-48G-POE+ Switch

Product Series: 2920

Product Type: Layer 3 Switch

I/O Expansions

Expansion Slot Type: SFP

Expansion Slot Type: Stacking Module

Number of SFP Slots: 4

Number of Total Expansion Slots: 7

Shared SFP Slot: Yes

Interfaces/Ports

Bypass: No

Ethernet Technology: Gigabit Ethernet

LRE Port: No

Management Port: Yes

Modular: No

Number of PoE+ (RJ-45) Ports: 44

PoE (RJ-45) Port: Yes

Port/Expansion Slot Details: 3 x Expansion Slot

Port/Expansion Slot Details: 4 x Gigabit Ethernet Expansion Slot

Port/Expansion Slot Details: 48 x Gigabit Ethernet Network

Token Ring Port: No

Total Number of Network Ports: 44

USB: Yes

Management & Protocols

Manageable: Yes

- Management:
- IMC - Intelligent Management Center
 - Command Line Interface (CLI)
 - Web-based Management
 - SNMP v1/2c/3
 - Telnet
 - RMON
 - QoS
 - DHCP
 - VLAN
 - MIB
 - sFlow
 - Find-Fix-Inform
 - XRMON

Management

Item - 2

Management:

- IMC - Intelligent Management Center
- Command Line Interface (CLI)
- Web-based Management
- SNMP v1/2c/3
- Telnet
- RMON
- QoS
- DHCP
- VLAN
- MIB
- sFlow
- Find-Fix-Inform
- XRMON

Media & Performance

Ethernet Technology:	Gigabit Ethernet
Media Type Supported:	Twisted Pair
Network Technology:	10/100/1000Base-T

Memory

Flash Memory:	1 GB
Memory Technology:	SDRAM
Standard Memory:	512 MB

Miscellaneous

Certifications & Standards:

Safety:

- CE
- EN 60825-1
- FCC Part 15
- EN 55022 Class A
- EN 55024: 1998
- C-Tick
- ICES-003, Class A
- VCCI
- Class A
- IEC 60950-1 :Second Edition
- IEC 60825-1
- EN62479:2010
- CSA C22.2 No.
- 60950-1-07 2nd Edition
- EN 60950-1:2006+A11:2009+A1:2010+A12:2011
- IEC
- 60950-1 (ed.2): am1

Emissions:

- FCC part 15 Class A
- VCCI Class A
- EN 55022/CISPR 22 Class A

Immunity:

- EN 55024, CISPR 24
- IEC 61000-4-2
- IEC 61000-4-3
- IEC 61000-4-4
- IEC 61000-4-5
- IEC 61000-4-6
- IEC 61000-4-8
- IEC 61000-4-11
- IEC 61000-3-2
- IEC 61000-3-3
- IEC 60825-1

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Tel: 717-763-4216

IEEE Standards:

- 802.1AX
- 802.1D
- 802.1p
- 802.1Q
- 802.1s
- 802.1v
- 802.1w
- 802.3ab
- 802.3ad
- 802.3af
- 802.3at
- 802.3az
- 802.3x

Form Factor: Rack-mountable

Green Compliance
Certificate/Authority: 80 Plus

Green Compliance
Certificate/Authority: RoHS

Limited Warranty: Lifetime

Package Contents:

- 2920-48G-POE+ Switch
- Power Supply
- Installation Manual
- Power Cord

USB: Yes

Network & Communication

Ethernet Technology: Gigabit Ethernet

Layer Supported: 4

Network Technology: 10/100/1000Base-T

Network

Network Technology: 10/100/1000Base-T

Physical Characteristics

Compatible Rack Unit: 1U

Depth: 13.2"

Form Factor: Rack-mountable

Height: 1.7"

Weight (Approximate): 12.86 lb

Width: 17.4"

Power Description

Input Voltage: 110 V AC

Input Voltage: 220 V AC

PoE (RJ-45) Port: Yes

Power Source: Power Supply

Redundant Power Supply: No

Product Information

Item - 1

Form Factor: Rack-mountable

Power Source: Power Supply

Width: 17.4"

Storage

Flash Memory: 1 GB

System Specification

Standard Memory: 512 MB

Technical Information

Ethernet Technology: Gigabit Ethernet

Input Voltage: 110 V AC

Input Voltage: 220 V AC

Management:

- IMC - Intelligent Management Center
- Command Line Interface (CLI)
- Web-based Management
- SNMP v1/2c/3
- Telnet
- RMON
- QoS
- DHCP
- VLAN
- MIB
- sFlow
- Find-Fix-Inform
- XRMON

Memory Technology: SDRAM

Modular: No

Power Source: Power Supply

USB: Yes

Warranty

Limited Warranty: Lifetime

NOTE: This switch includes 5 year NBD warranty too.

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**HP 2920-24G-POE+ Switch - 20
Ports - Manageable - 20 x POE+ -
7 x Expansion Slots -
10/100/1000Base-T - PoE Ports -
Rack-mountable**

Item-2 specifications sheet

by *Hp Switching*

Product overview The HP 2920 Switch Series consists of four switches: the HP 2920-24G and 2920-24G-PoE+ Switches with 24 10/100/1000 ports, and the HP 2920-48G and 2920-48G-PoE+ Switches with 48 10/100/1000 ports. Each switch has four dual-personality ports for 10/100/1000 or SFP connectivity. In addition, the 2920 switch series supports up to four optional 10 Gigabit Ethernet (SFP+ and/or 10GBASE-T) ports, as well as a two-port stacking module. These options provide you with flexible and easy-to-deploy uplinks and stacking. Together with static and RIP routing, robust security and management, enterprise-class features, free lifetime warranty, and free software updates, the 2920 switch series is a cost-effective, scalable solution for customers who are building high-performance networks. These switches can be deployed at the enterprise edge, in remote branch offices, and in converged networks.

Specifications are provided by the manufacturer. Refer to the manufacturer for additional explanations.

Extended Specifications

Battery Information

Power Source: Power Supply

General Information

Brand Name: HP
Manufacturer Part Number: J9727A#ABA
Manufacturer Website Address: <http://www.hp.com>
Manufacturer: Hewlett-Packard
Marketing Information: **Product overview**

The HP 2920 Switch Series consists of four switches: the HP 2920-24G and 2920-24G-PoE+ Switches with 24 10/100/1000 ports, and the HP 2920-48G and 2920-48G-PoE+ Switches with 48 10/100/1000 ports. Each switch has four dual-personality ports for 10/100/1000 or SFP connectivity.

In addition, the 2920 switch series supports up to four optional 10 Gigabit Ethernet (SFP+ and/or 10GBASE-T) ports, as well as a two-port stacking module. These options provide you with flexible and easy-to-deploy uplinks and stacking.

Together with static and RIP routing, robust security and management, enterprise-class features, free lifetime warranty, and free software updates, the 2920 switch series is a cost-effective, scalable solution for customers who are building high-performance networks. These switches can be deployed at the enterprise edge, in remote branch offices, and in converged networks.

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Mechanicsburg, PA 17050
Tel: 717 763-4216

Package Contents:

- 2920-24G-PoE+ Switch
- 1 x Power Cord
- 1 x Modular Power Supply

Product Model: 2920-24G-PoE+

Product Name: 2920-24G-POE+ Switch

Product Series: 2920

Product Type: Layer 3 Switch

I/O Expansions

Expansion Slot Type: SFP

Expansion Slot Type: Stacking Module

Number of SFP Slots: 4

Number of Total Expansion Slots: 7

Shared SFP Slot: Yes

Interfaces/Ports

Bypass: No

Ethernet Technology: Gigabit Ethernet

LRE Port: No

Management Port: Yes

Modular: No

Number of PoE+ (RJ-45) Ports: 20

PoE (RJ-45) Port: Yes

Port/Expansion Slot Details: 24 x Gigabit Ethernet Network

Port/Expansion Slot Details: 3 x Expansion Slot

Port/Expansion Slot Details: 4 x Gigabit Ethernet Expansion Slot

Token Ring Port: No

Total Number of Network Ports: 20

USB: Yes

Management & Protocols

Manageable: Yes

Management:

- IMC - Intelligent Management Center
- Command Line Interface (CLI)
- Web-based Management
- SNMP v1/2c/3
- Telnet
- RMON
- QoS
- DHCP
- VLAN
- MIB
- sFlow
- Find-Fix-Inform
- XRMON

Management

Management:

- IMC - Intelligent Management Center
- Command Line Interface (CLI)
- Web-based Management
- SNMP v1/2c/3
- Telnet
- RMON
- QoS
- DHCP
- VLAN
- MIB
- sFlow
- Find-Fix-Inform
- XRMON

Item-2

Media & Performance

Ethernet Technology:	Gigabit Ethernet
Media Type Supported:	Twisted Pair
Network Technology:	10/100/1000Base-T

Memory

Flash Memory:	1 GB
Memory Technology:	SDRAM
Standard Memory:	512 MB

Miscellaneous**Certifications & Standards:****Safety:**

- CE
- EN 60825-1
- FCC Part 15
- EN 55022 Class A
- EN 55024: 1998
- C-Tick
- ICES-003, Class A
- VCCI
- Class A
- IEC 60950-1 :Second Edition
- IEC 60825-1
- EN62479:2010
- CSA C22.2 No.
- 60950-1-07 2nd Edition
- EN 60950-1:2006+A11:2009+A1:2010+A12:2011
- IEC
- 60950-1 (ed.2): am1

Emissions:

- FCC part 15 Class A
- VCCI Class A
- EN 55022/CISPR 22 Class A

Immunity:

- EN 55024, CISPR 24
- IEC 61000-4-2
- IEC 61000-4-3
- IEC 61000-4-4
- IEC 61000-4-5
- IEC 61000-4-6
- IEC 61000-4-8
- IEC 61000-4-11
- IEC 61000-3-2
- IEC 61000-3-3
- IEC 60825-1

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IEEE Standards:

- 802.1AX
- 802.1D
- 802.1p
- 802.1Q
- 802.1s
- 802.1v
- 802.1w
- 802.3ab
- 802.3ad
- 802.3af
- 802.3at
- 802.3az
- 802.3x

Form Factor:	Rack-mountable
Green Compliance Certificate/Authority:	80 Plus
Green Compliance Certificate/Authority:	RoHS
Limited Warranty:	Lifetime
Package Contents:	<ul style="list-style-type: none">• 2920-24G-PoE+ Switch• 1 x Power Cord• 1 x Modular Power Supply

USB:	Yes
------	-----

Network & Communication

Ethernet Technology:	Gigabit Ethernet
Layer Supported:	4
Network Technology:	10/100/1000Base-T

Network

Network Technology:	10/100/1000Base-T
---------------------	-------------------

Physical Characteristics

Compatible Rack Unit:	1U
Depth:	13.2"
Form Factor:	Rack-mountable
Height:	1.8"
Weight (Approximate):	12.04 lb
Width:	17.4"

Power Description

Input Voltage:	110 V AC
Input Voltage:	220 V AC
PoE (RJ-45) Port:	Yes
Power Source:	Power Supply
Redundant Power Supply:	No

Product Information

Form Factor:	Rack-mountable
--------------	----------------

Item-2

Power Source: Power Supply

Width: 17.4"

Storage

Flash Memory: 1 GB

System Specification

Standard Memory: 512 MB

Technical Information

Ethernet Technology: Gigabit Ethernet

Input Voltage: 110 V AC

Input Voltage: 220 V AC

Management:

- IMC - Intelligent Management Center
- Command Line Interface (CLI)
- Web-based Management
- SNMP v1/2c/3
- Telnet
- RMON
- QoS
- DHCP
- VLAN
- MIB
- sFlow
- Find-Fix-Inform
- XRMON

Memory Technology: SDRAM

Modular: No

Power Source: Power Supply

USB: Yes

Warranty

Limited Warranty: Lifetime

NOTE: This switch also includes 5 year NBD warranty.

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**HP 2920 2-Port Stacking Module**by *Hp Switching*

HP 2920 2-Port Stacking Module

Item - 3 Specifications sheet.

Specifications are provided by the manufacturer. Refer to the manufacturer for additional explanations.

Extended Specifications**General Information**

Brand Name:	HP
Manufacturer Part Number:	J9733A
Manufacturer Website Address:	http://www.hp.com
Manufacturer:	Hewlett-Packard
Product Name:	2920 2-Port Stacking Module
Product Type:	Stacking Module

Interfaces/Ports

Interfaces/Ports Details:	2 x Stacking
---------------------------	--------------

Miscellaneous

Application/Usage:	Stacking
Compatibility:	HP 2920 Series Switches
Green Compliance Certificate/Authority:	REACH
Green Compliance Certificate/Authority:	WEEE
Green Compliant:	Yes

Physical Characteristics

Application/Usage:	Stacking
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Product Information

Application/Usage:	Stacking
Compatibility:	HP 2920 Series Switches

Technical Information

Application/Usage:	Stacking
Compatibility:	HP 2920 Series Switches

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Tel: 717-733-4216

**HP 2920 0.5m Stacking Cable -
for Network Device, Printer -
Stacking Cable - 1.64 ft**by *Hp Switching*HP 2920 0.5m Stacking Cable - for Network
Device, Printer - Stacking Cable - 1.64 ft*Item - 4 specifications sheet*

Specifications are provided by the manufacturer. Refer to the manufacturer for additional explanations.

Extended Specifications**General Information**

Brand Name:	HP
Manufacturer Part Number:	J9734A
Manufacturer Website Address:	http://www.hp.com
Manufacturer:	Hewlett-Packard
Product Name:	2920 0.5m Stacking Cable
Product Type:	Network Cable

Lock

Cable Length:	1.64 ft
---------------	---------

Miscellaneous

Compatibility:	<ul style="list-style-type: none">• HP Baseline 2920 Switch• HP Color LaserJet 5500 Series Printer
----------------	---

Device Supported:	Network Device
-------------------	----------------

Device Supported:	Printer
-------------------	---------

Physical Characteristics

Weight (Approximate):	9.88 oz
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Product Information

Cable Length:	1.64 ft
---------------	---------

Compatibility:	<ul style="list-style-type: none">• HP Baseline 2920 Switch• HP Color LaserJet 5500 Series Printer
----------------	---

Device Supported:	Network Device
-------------------	----------------

Device Supported:	Printer
-------------------	---------

Technical Information

Cable Characteristic:	Stacking Cable
-----------------------	----------------

Cable Length:	1.64 ft
---------------	---------

Compatibility:	<ul style="list-style-type: none">• HP Baseline 2920 Switch• HP Color LaserJet 5500 Series Printer
----------------	---

Conductor:	Copper
------------	--------

OM Office Supply Inc.
5007 Carlisle Pike
Mechanicsburg, PA 17050
717-768-4216

3/10/2015

HP SWITCHING 0.5M 2920 STACKING CABLE - Product Details

Device Supported:

Network Device

Device Supported:

Printer

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**HP 2920 1m Stacking Cable - for
Network Device - 3.28 ft**by **Hp Switching**HP 2920 1m Stacking Cable - for Network
Device - 3.28 ftItem-5 specifications sheet

Specifications are provided by the manufacturer. Refer to the manufacturer for additional explanations.

Extended Specifications**General Information**

Brand Name:	HP
Manufacturer Part Number:	J9735A
Manufacturer Website Address:	http://www.hp.com
Manufacturer:	Hewlett-Packard
Product Name:	2920 1m Stacking Cable
Product Type:	Network Cable

Lock

Cable Length:	3.28 ft
---------------	---------

Miscellaneous

Compatibility:	HP Baseline 2920 Switch
Device Supported:	Network Device

Product Information

Cable Length:	3.28 ft
Compatibility:	HP Baseline 2920 Switch
Device Supported:	Network Device

Technical Information

Cable Length:	3.28 ft
Compatibility:	HP Baseline 2920 Switch
Conductor:	Copper
Device Supported:	Network Device

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5007 Carlisle Pike
Mechanicsburg, PA 17050
Tel: 717-733-4216

HP Mini-GBIC Transceiver Module - 1 x 1000Base-SX

by *Hp Switching*

Item-6 Specifications sheet



ProCurve Gigabit-SX-LC Mini-GBIC is a small form factor pluggable (SFP) gigabit SX transceiver that provides a full-duplex gigabit solution up to 550 meters on multimode fiber.

Specifications are provided by the manufacturer. Refer to the manufacturer for additional explanations.

Extended Specifications

Drive Performance

Data Transfer Rate: 1 Gbps Gigabit Ethernet Full-duplex

General Information

Brand Name: HP

Manufacturer Part Number: J4858C

Manufacturer Website Address: <http://www.hp.com>

Manufacturer: Hewlett-Packard

Marketing Information: ProCurve Gigabit-SX-LC Mini-GBIC is a small form factor pluggable (SFP) gigabit SX transceiver that provides a full-duplex gigabit solution up to 550 meters on multimode fiber.

Product Name: Mini-GBIC Transceiver Module

Product Type: SFP (mini-GBIC)

Input Devices

Data Transfer Rate: 1 Gbps Gigabit Ethernet Full-duplex

Interfaces/Ports

Interfaces/Ports Details: 1 x LC 1000Base-SX

Interfaces/Ports: 1 x 1000Base-SX

Media & Performance

Connectivity Media: 50/125 µm Single-mode Optical Fiber

Connectivity Media: 62.5/125 µm Multi-mode Optical Fiber

Data Transfer Rate: 1 Gbps Gigabit Ethernet Full-duplex

Miscellaneous

Application/Usage: Data Networking

Compatibility:

- HP EP Module
- HP EP Redundant Management Module
- HP ProCurve 9304M
- HP ProCurve 9308M
- HP ProCurve 9315M
- HP ProCurve 9400sl 40-Port Mini-GBIC Module
- HP ProCurve EDGE Fabric Switch 8108fl
- HP ProCurve EDGE Fabric Switch 8116fl
- HP ProCurve Switch 1400-24G
- HP ProCurve Switch 1700-24
- HP ProCurve Switch 1800-24G
- HP ProCurve Switch 1800-8G

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Mechanicsburg, PA 17055
Tel: 717-753-4210

- HP ProCurve Switch 2510-24
- HP ProCurve Switch 2600-8-PWR
- HP ProCurve Switch 2626
- HP ProCurve Switch 2626-PWR
- HP ProCurve Switch 2650
- HP ProCurve Switch 2650-PWR
- HP ProCurve Switch 2810-24G
- HP ProCurve Switch 2810-48G
- HP ProCurve Switch 2824
- HP ProCurve Switch 2848
- HP ProCurve Switch 2900-24G
- HP ProCurve Switch 2900-48G
- HP ProCurve Switch 3400cl-24G
- HP ProCurve Switch 3400cl-48G
- HP ProCurve Switch 3500yl-24G-PWR Intelligent Edge
- HP ProCurve Switch 3500yl-48G-PWR Intelligent Edge
- HP ProCurve Switch 4140gl
- HP ProCurve Switch 4160gl
- HP ProCurve Switch 4202vl-72
- HP ProCurve Switch 4204vl
- HP ProCurve Switch 4204vl-48GS
- HP ProCurve Switch 4208vl
- HP ProCurve Switch 4208vl-72GS
- HP ProCurve Switch 4208vl-96
- HP ProCurve Switch 5304xl
- HP ProCurve Switch 5304XL-32G
- HP ProCurve Switch 5308xl
- HP ProCurve Switch 5308XL-48G
- HP ProCurve Switch 5348xl
- HP ProCurve Switch 5372xl
- HP ProCurve Switch 5400zl 20p 10/100/1000 + 4p Mini-GBIC Module
- HP ProCurve Switch 5400zl 24p Mini-GBIC Module
- HP ProCurve Switch 5406zl Intelligent Edge
- HP ProCurve Switch 5406zl-48G Intelligent Edge
- HP ProCurve Switch 5412zl Intelligent Edge
- HP ProCurve Switch 5412zl-96G Intelligent Edge
- HP ProCurve Switch 6108
- HP ProCurve Switch 6200yl-24G-mGBIC
- HP ProCurve Switch fl 10-Port Mini-GBIC Interface Module
- HP ProCurve Switch gl 10/100/1000 Module
- HP ProCurve Switch gl Mini-GBIC Module
- HP ProCurve Switch vl 4-port Mini-GBIC Module
- HP ProCurve Switch XL 10/100/1000 Module
- HP ProCurve Switch xl Mini-GBIC Module
- HP ProCurve VI 20p Gig-T+ 4P SFP module switch
- HP Procurve Routing Switch 9315M

Physical Characteristics

Application/Usage:	Data Networking
Dimensions:	0.5" Height x 0.5" Width x 2.2" Depth
Weight (Approximate):	0.71 oz

Product Information

Application/Usage:	Data Networking
Compatibility:	<ul style="list-style-type: none"> • HP EP Module • HP EP Redundant Management Module • HP ProCurve 9304M • HP ProCurve 9308M • HP ProCurve 9315M • HP ProCurve 9400sl 40-Port Mini-GBIC Module • HP ProCurve EDGE Fabric Switch 8108fl • HP ProCurve EDGE Fabric Switch 8116fl • HP ProCurve Switch 1400-24G • HP ProCurve Switch 1700-24 • HP ProCurve Switch 1800-24G

- HP ProCurve Switch 1800-8G
- HP ProCurve Switch 2510-24
- HP ProCurve Switch 2600-8-PWR
- HP ProCurve Switch 2626
- HP ProCurve Switch 2626-PWR
- HP ProCurve Switch 2650
- HP ProCurve Switch 2650-PWR
- HP ProCurve Switch 2810-24G
- HP ProCurve Switch 2810-48G
- HP ProCurve Switch 2824
- HP ProCurve Switch 2848
- HP ProCurve Switch 2900-24G
- HP ProCurve Switch 2900-48G
- HP ProCurve Switch 3400cl-24G
- HP ProCurve Switch 3400cl-48G
- HP ProCurve Switch 3500yl-24G-PWR Intelligent Edge
- HP ProCurve Switch 3500yl-48G-PWR Intelligent Edge
- HP ProCurve Switch 4140gl
- HP ProCurve Switch 4160gl
- HP ProCurve Switch 4202vl-72
- HP ProCurve Switch 4204vl
- HP ProCurve Switch 4204vl-48GS
- HP ProCurve Switch 4208vl
- HP ProCurve Switch 4208vl-72GS
- HP ProCurve Switch 4208vl-96
- HP ProCurve Switch 5304xl
- HP ProCurve Switch 5304XL-32G
- HP ProCurve Switch 5308xl
- HP ProCurve Switch 5308XL-48G
- HP ProCurve Switch 5348xl
- HP ProCurve Switch 5372xl
- HP ProCurve Switch 5400zl 20p 10/100/1000 + 4p Mini-GBIC Module
- HP ProCurve Switch 5400zl 24p Mini-GBIC Module
- HP ProCurve Switch 5406zl Intelligent Edge
- HP ProCurve Switch 5406zl-48G Intelligent Edge
- HP ProCurve Switch 5412zl Intelligent Edge
- HP ProCurve Switch 5412zl-96G Intelligent Edge
- HP ProCurve Switch 6108
- HP ProCurve Switch 6200yl-24G-mGBIC
- HP ProCurve Switch fl 10-Port Mini-GBIC Interface Module
- HP ProCurve Switch gl 10/100/1000 Module
- HP ProCurve Switch gl Mini-GBIC Module
- HP ProCurve Switch vl 4-port Mini-GBIC Module
- HP ProCurve Switch XL 10/100/1000 Module
- HP ProCurve Switch xl Mini-GBIC Module
- HP ProCurve VI 20p Gig-T+ 4P SFP module switch
- HP Procurve Routing Switch 9315M

Item 6

Storage

Data Transfer Rate: 1 Gbps Gigabit Ethernet Full-duplex

Technical Information

Application/Usage: Data Networking

Compatibility:

- HP EP Module
- HP EP Redundant Management Module
- HP ProCurve 9304M
- HP ProCurve 9308M
- HP ProCurve 9315M
- HP ProCurve 9400sl 40-Port Mini-GBIC Module
- HP ProCurve EDGE Fabric Switch 8108fl
- HP ProCurve EDGE Fabric Switch 8116fl
- HP ProCurve Switch 1400-24G
- HP ProCurve Switch 1700-24
- HP ProCurve Switch 1800-24G
- HP ProCurve Switch 1800-8G
- HP ProCurve Switch 2510-24

OM Office Supply Inc.
5007 Carlisle Pike
Mechanicsburg, PA 17050
Tel: 717-733-4216

- HP ProCurve Switch 2600-8-PWR
- HP ProCurve Switch 2626
- HP ProCurve Switch 2626-PWR
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- HP ProCurve Switch gl Mini-GBIC Module
- HP ProCurve Switch vl 4-port Mini-GBIC Module
- HP ProCurve Switch XL 10/100/1000 Module
- HP ProCurve Switch xl Mini-GBIC Module
- HP ProCurve VI 20p Gig-T+ 4P SFP module switch
- HP Procurve Routing Switch 9315M

Connectivity Media: 50/125 μ m Single-mode Optical Fiber

Connectivity Media: 62.5/125 μ m Multi-mode Optical Fiber

Data Transfer Rate: 1 Gbps Gigabit Ethernet Full-duplex

Interfaces/Ports: 1 x 1000Base-SX

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November 11, 2014

OM Office Supply Inc
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MECHANICSBURG, PA, 17050

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Sincerely,

A handwritten signature in black ink, appearing to read 'Adriana Mejias', written over a horizontal line.

Adriana Mejias.
Hewlett-Packard Company
Americas Partner Contracts and Compliance