



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

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

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Doc Description: HHR1500000002 - Addendum #5

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-08-12	2014-08-20 13:30:00	CRFQ 0511 HHR1500000002	6

**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:  
 Michelle Clark, Inside Sales  
 michelle.clark@pomeroy.com  
 Pomeroy  
 500 Westmoreland Office Park  
 Dunbar, WV 25064  
 Phone: 304.746.4434  
 Fax: 866.307.5674

08/19/14 12:31:51PM  
 West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Frank Whittaker  
 3045582316  
 frank.m.whittaker@wv.gov

Signature X

FEIN # 61-1352158

DATE 08/15/2014

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

Pomeroy

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Server Load Balancers	2.00000	EA	\$11,398.00	\$22,796.00

Comm Code	Manufacturer	Specification	Model #
43222622	Barracuda *A-10 Alternate	Barracuda Load Balancer 840 ADC w/ 10GbE Fiber NICs	BBF842a

**Extended Description :**  
Thunder 3030S, IU, 1xCPU, 6xGoC, 2xGF, 4x10GF, 16GB, SSD, LOM, HW/SSL Network load-balancers, #TH3030-010-SSL or equal.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Transceivers and media converters	4.00000	EA	\$595.00	\$2,380.00

Comm Code	Manufacturer	Specification	Model #
43201553	Cisco *A-10 Alternate	Cisco 10GBase-SR SFP+ Transceiver	SFP-10G-SR=

**Extended Description :**  
10Gig SR Optical Transceivers for AX3000 part #AXSK-SFP+SR or equal.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Computer Hardware maintenance and support	6.00000	EA	\$6,108.00	\$12,216.00

Pomeroy

Comm Code	Manufacturer	Specification	Model #
81112300	Barracuda *A-10 Alternate	One year Energize Updates & Instant Replacement for Barracuda 840 ADC Load Balancer Cisco Transceivers come with a standard one year manufacture warranty.	BBF842a-eh1

**Extended Description :**

One year Gold support includes 24x7 telephone support, software updates, and advanced hardware replacement service on load-balancers and optical transceivers, or equal.

Pomeroy Ext. Total: \$37,932.00

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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: Monday, August 11, 2014 by 5:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: robert.p.kilpatrick@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:**

**BUYER:** Robert P Kilpatrick, File 22

**SOLICITATION NO.:** CRFQ 0511 HHR1500000002

**BID OPENING DATE:** August 20, 2014

**BID OPENING TIME:** 1:30pm EST

**FAX NUMBER:** 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses 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 na 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).

Bid Opening Date and Time: August 20, 2014 at 1:30pm EST  
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 \_\_\_\_\_ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.

**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 \$1,000,000.00 \_\_\_\_\_ or more.

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

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

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

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

**9. 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 NA for NA. 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](mailto: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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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.

Pomeroy  
(Company)

Michelle Clark Michelle Clark, Inside Sales  
(Authorized Signature) (Representative Name, Title)

(304) 746-4434 (866) 307-5674 8/15/2014  
(Phone Number) (Fax Number) (Date)

**REQUEST FOR QUOTATION**  
**CRFQ 0511 HHR150000002 Network Load-Balancers**

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**SPECIFICATIONS**

**1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Health and Human Resources Recipient Automated Payment Information Data System (RAPIDS) to establish a contract for the one time purchase of two load-balancers with one-year of firmware support and related hardware.

**2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 “Contract Item”** means all items listed under section 3.1.

**2.2 “Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is included on the RFQ.

**2.3 “RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ 0511 HHR150000002.

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 Two (2) each Thunder 3030S, 1U, 1xCPU, 6xGoC, 2xGF, 4x10GF, 16 GB, SSD, LOM, HW/ SSL network load-balancers. (TH3030-010-SSL) or equal**

**3.1.2 Four (4) 10Gig SR optical transceiver for AX3000 (AXSK-SFP+SR) or equal.**

**3.1.3 One-Year Gold support (includes 24x telephone support, software updates, and advanced hardware replacement service on load-balancers and optical transceivers), or equal. Support must cover all pieces of hardware.**

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the

**REQUEST FOR QUOTATION**  
**CRFQ 0511 HHR150000002 Network Load-Balancers**

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 4.2 Pricing Page:** Vendor should complete the Pricing Pages by supplying Unit Price and then the Total Price - unit price multiplied by quantity (Qty). Vendor should complete the Pricing Pages in full as failure to do so may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within **30 working days after receiving a purchase order**. Contract Items must be delivered to Agency at

**WV – DHHR**  
**Office of Management Information Services**  
**Attn: Jon Cain**  
**One Davis Square, Ste 200**  
**Charleston, WV 25305**

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

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

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

**REQUEST FOR QUOTATION**  
**CRFQ 0511 HHR150000002 Network Load-Balancers**

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- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: Pomeroy
Date: 8/15/2014

Signed: Michelle (IT)
Title: Inside Sales



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: Pomeroy

Authorized Signature: Michelle [Signature] Date: 8/15/2014

State of West Virginia

County of Panama, to-wit:

Taken, subscribed, and sworn to before me this 15 day of Aug, 2014.

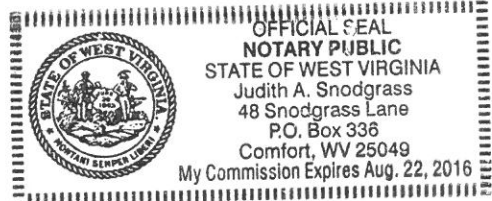
My Commission expires Aug 22, 2016.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Judith A. Snodgrass

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



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: HHR150000002**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Pomeroy  
Company

Michelle [Signature]  
Authorized Signature

8/15/2014  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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Pomeroy  
Company

Michelle [Signature]  
Authorized Signature

8/15/2014  
Date

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Revised 6/8/2012

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Pomeroy  
\_\_\_\_\_  
Company  
Michelle Pitt  
\_\_\_\_\_  
Authorized Signature  
8/15/2014  
\_\_\_\_\_  
Date

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Pomeroy  
\_\_\_\_\_  
Company  
Michelle Pitt  
\_\_\_\_\_  
Authorized Signature  
8/15/2014  
\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: HHR1500000002**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Pomeroy \_\_\_\_\_  
Company  
Michelle \_\_\_\_\_  
Authorized Signature  
8/15/2014 \_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

Number: **9103703**

Date: **08/15/2014**

**Bill To:**  
 Frank Whittaker  
 WV DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION,  
 2019 WASHINGTON ST E  
 CHARLESTON, WV 25305

**Ship To:**  
 Jon Cain  
 WV HEALTH AND HUMAN RESOURCES  
 MANAGEMENT INFORMATION SERVICE,  
 ONE DAVIS SQUARE,  
 Ste 200  
 CHARLESTON, WV 25305

Phone: (304)558-2316  
 Email: frank.m.whittaker@wv.gov

Srl	Mfr. Part	Description	Price	Qty.	Extended	
*1	BBF842a	Barracuda Load Balancer 840 ADC w/ 10 GbE Fiber NICs Mfr: BARRACUDA NETWORKS*	\$ 11,398.00	2	\$ 22,796.00	
*2	BBF842a-eh1	1 Year Energize Updates & Instant Replacement Mfr: BARRACUDA NETWORKS*	\$ 6,108.00	2	\$ 12,216.00	
*3	SFP-10G-SR=	Cisco 10GBase-SR SFP+ Transceiver  Mfr: CISCO SYSTEMS* Remarks: One year standard limited manufacture warranty	\$ 595.00	4	\$ 2,380.00	
<b>3 item(s)</b>					<b>Sub-Total</b>	<b>\$ 37,392.00</b>
					<b>Tax @ 0%</b>	<b>\$ 0.00</b>
					<b>Total</b>	<b>\$ 37,392.00</b>

(\*) Tax exempted Part(s)

**Terms and Conditions**

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation. The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

**For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written policy.** <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?PagelId=3186>

Quote valid until: 09/14/2014

**Payment Details**

Company PO [ ]  
 Payment Term 30 days  
**Additional References**  
 Customer Name  
 Sales Consultant

**Shipping Details and Delivery**

Shipping Via Delivery

  
 Vendor Signature  
 FEIN# 61-1352158

Purchase Orders can be faxed to:  
 Michelle Clark 1.866.307.5674

Prepared by: Michelle Clark  michelle.clark@pomeroy.com  304 746-4434 x5753



# Barracuda Load Balancer ADC

Secure Application Delivery Controller for Availability, Acceleration, and Control



- ☑ Security
- ☐ Storage
- ☑ Application Delivery

Highly demanding enterprise networks require full-featured application delivery that **optimizes application load balancing and performance while providing protection from an ever-expanding list of intrusions and attacks.**

## The Barracuda Advantage

- Proven technology that has blocked more than 11 billion real-world attacks
- High-performance platform designed for data centers
- GeoIP-based application control
- Pre-built application templates for rapid deployment
- Available as a virtual appliance

## Product Spotlight

- Multiport platform with fiber and copper network interfaces
- Advanced Layer 4 & Layer 7 load balancing
- SSL offloading & application acceleration
- Global Server Load Balancing for application delivery across data centers
- Comprehensive attack protection and Data Loss Prevention



### Acceleration

The Barracuda Load Balancer ADC is ideal for optimizing application performance. It offloads compute-intensive SSL transactions from the server, preserving resources for applications. In addition, optimization features such as caching, compression, and TCP pooling enable faster application delivery and ensure scalability.



### Availability

Using health and performance checks, the Barracuda Load Balancer ADC distributes traffic for efficient use of server resources and employs server failover for high availability. Global Server Load Balancing allows redundancy across multiple sites enhancing availability and speeding disaster recovery.



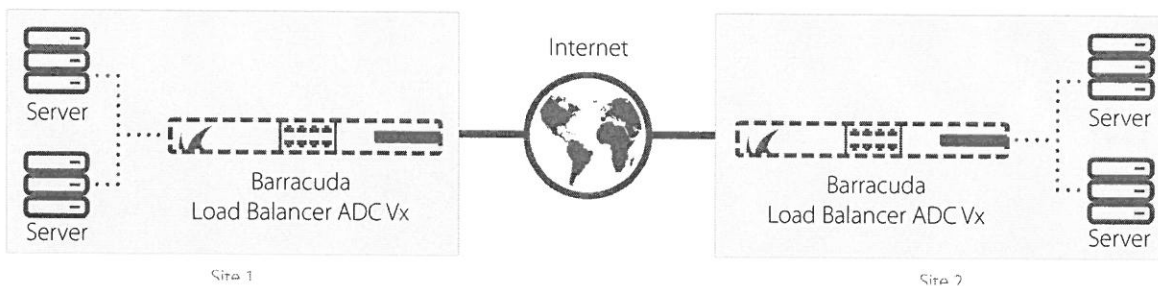
### Control

Content routing and content rewrites enable full control of application traffic and customized application delivery based on users, regions, and/or devices. Client controls gives administrators the ability to throttle requests to ensure application availability even during periods of heavy traffic.



### Security

Application Security provides superior protection against data loss, DDoS, and all known application-layer attack modalities. Automatic updates ensure comprehensive security for existing and emerging Layer 7 threats such as Cross-site Scripting (XSS), SQL injections (SQLi), and Cross-site Request Forgery (CSRF).



*Barracuda has simplified everything. We set up two appliances within four hours, and the solution works great—for a fraction of what our previous solution cost.*

*Jeff Sharp  
Network & Communications Director  
Liberty Tax Service*

## Technical Specs

### Availability

#### Load Balancing:

- Layer 4 & Layer 7 load balancing
- IPv6/IPv4 support
- Active/passive high availability
- Default load balancing
  - Round robin
  - Weighted round robin
  - Least connection
- Adaptive load balancing by CPU load, URL load, and terminal sessions
- Session persistence
- Server health check and monitoring

#### Global Server Load Balancing:

- By priority, geographic IP, and region
- Health checks between multiple sites

### Acceleration

- SSL offloading
- Caching & compression
- TCP connection pooling

### Control

- Application traffic
  - Layer 7 content-based routing
  - Request/response rewrite
- Client & user limits
  - Brute-force
  - Rate control
  - GeolP reputation

### Application Security

- Security policies out of the box
- Website cloaking
- Form field metadata violation
- Protection against common attacks
  - OWASP Top 10
  - SQL injections
  - Cross-site Scripting
  - Cookie or form tampering
- Data Loss Prevention (DLP)
  - Credit card & SSN numbers
  - Custom patterns
- Granular policy management

### Authentication/Authorization

- LDAP
- RADIUS
- Kerberos
- Two-factor authentication

### Network Security

- Layer 4 ACL
- VLAN, NAT

### Supported Protocols

- HTTP/S
- SSH
- SMTP
- IMAP
- POP3
- NNTP
- ASP
- DNS
- LDAP
- RADIUS
- TFTP
- RDP
- Windows Terminal Services
- Any TCP/UDP application

## Management Features

- Centralized management
- Real-time traffic statistics
- Web firewall, access, audit, and system logs
- Certified deployments with third-party applications

## Support Options

### Energize Updates

- Firmware updates
- Application Security updates
- Standard technical support

### Instant Replacement Service

- Replacement unit shipped next business day
- 24x7 technical support
- Hardware refresh every four years

MODEL COMPARISON	240	340*	440*	540*	640*	840
<b>CAPACITY</b>						
Maximum Throughput	100 Mbps	1 Gbps	1 Gbps	2 Gbps	5 Gbps	10 Gbps
Real Server Support	10	35	50	100	250	500
SSL Offloading/Acceleration		500 TPS	4,000 TPS	6,000 TPS	15,000 TPS	30,000 TPS
<b>HARDWARE</b>						
Rackmount Chassis	1U Mini	1U Mini	1U Mini	1U Mini	1U Fullsize	2U Fullsize
Dimensions (in)	16.8x1.7x9	16.8x1.7x14	16.8x1.7x14	16.8x1.7x14	17.2x1.7x19.8	17.4x3.5 x25.5
Weight (lb)	8	12	12	12	26	46
10/100 Copper Ethernet NICs	2					
1 Gb Copper NICs (std/max)		2/2	2/2	4/4	8/16	8/32
10 Gb Copper NICs (std/max)					0/2	0/6
10 Gb Fiber NICs (std/max)					0/2	0/6
AC Input Current (amps)	1.0	1.2	1.4	1.4	1.8	3.6
<b>FEATURES</b>						
<b>Availability</b>						
Layer 4 Load Balancing	•	•	•	•	•	•
Direct Server Return	•	•	•	•	•	•
Layer 7 Load Balancing		•	•	•	•	•
High Availability Cluster		•	•	•	•	•
Global Server Load Balancing			•	•	•	•
<b>Acceleration</b>						
SSL Offloading		•	•	•	•	•
Content Routing		•	•	•	•	•
HTTP Compression			•	•	•	•
Content Caching			•	•	•	•
<b>Application Security</b>						
Inbound Attack Protection				•	•	•
Outbound Data Theft Protection				•	•	•
Protection Against DDoS Attacks				•	•	•

\*Select Models Available as Virtualized Appliances

Specifications subject to change without notice.



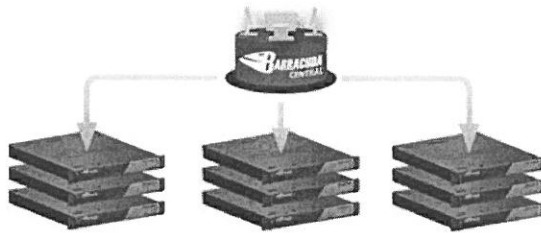
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### Energize Updates

Barracuda Energize Updates provide your Barracuda Networks product with protection from the latest Internet threats. The team at Barracuda Central continuously monitors the Internet for new trends in network security threats and develops strategies to mitigate those threats.



Energize Updates deliver the latest definitions most appropriate to your product -- spam, virus, content categories, spyware filter, intrusion prevention, IM protocols, policies, security updates, attacks and document formats.

These updates are sent out hourly or more frequently if needed, to ensure that you always have the latest and most comprehensive protection.

Barracuda Energize Updates subscriptions must be purchased with any Barracuda Networks appliance to provide complete protection from the latest internet threats. Subscriptions can be purchased for 1, 3 or 5 year terms.

Energize Update subscriptions will be provided for up to 5 years for a particular hardware platform. Hardware can be easily refreshed at any time through the "Barracuda Hardware Refresh Program". Any unused portion of Energize Updates subscription will automatically be transferred to the new hardware platform.

#### Benefits of Energize Updates

**Basic Support**, which includes email support 24x7 and phone support between the hours of 9 a.m. and 5 p.m. Monday through Friday in the US (Pacific Time), Japan, China, Austria and the United Kingdom time zones.

**Firmware Maintenance** which includes new firmware updates with feature enhancements and bug fixes.

**Security Updates** to patch or repair any security vulnerabilities.

Optional participation in the **Barracuda Early Release Firmware** program.

### How long does the Energize Update Service last?

The Energize Update Service begins on the date the Barracuda Networks product is activated and expires exactly one year, three years or five years from the delivery date, depending on the specific service plan purchased.

#### Table of Contents

- [How long does the Energize Update Service last?](#)
- [What is included in the Energize Update?](#)



## What is included in the Energize Update?

The Energize Update includes email support 24x7 and phone support between the hours of 9 a.m. and 5 p.m. Monday through Friday in the US (Pacific Time), Japan, China, Austria and the United Kingdom time zones. Firmware Maintenance, which includes new firmware updates with feature enhancements and bug fixes. Security updates to patch or repair any security vulnerabilities, and optional participation in the Barracuda Early Release Firmware Program.

## Do I have to buy the Energize Update subscription?

Yes, All Barracuda Networks products must be purchased with an Energize Update subscription.

## Can I upgrade to a 3 or 5 year subscription period if I originally purchased only 1 year?

Yes, you have 60 days from your date of purchase (initial purchase or renewal purchase) to extend your subscription period.

## May I transfer the Energize Update Subscriptions?

Energize Updates Subscriptions belong to the original purchaser and may NOT be transferred under any circumstances.

## How do I renew my Energize Update Subscription?

### If you purchased your product directly from Barracuda Networks

Before the Energize Update subscription expires, please contact Barracuda Networks at (408) 342-5400 or 1 (888) Anti-Spam, Monday-Friday, 9 a.m. - 6 p.m. (PT) to renew. Please have your product serial number available.

### If you purchased your product from a Reseller

Before the Energize Update subscription expires, you should contact your Reseller, the Reseller will coordinate your renewal.

## What happens if I let my Energize Updates expire?

Letting your Energize Updates expire immediately puts your company's passwords, usernames, intellectual property and your employee's personal and banking information at risk. Without receiving real-time and hourly updates your network and users will no longer be protected from any future viruses, spyware, malware and spam that get released in the wild. Furthermore, you will no longer have access to our industry leading technical support team.

## Can I renew after the expiration date of my Energize Update?

Yes, you can renew at any time after the expiration date of your Energize Update but please note all subscriptions will start from the expiration of the previous subscription term.

## I renewed 4 months late for a 1-year term but only got 8 months left of my subscription, why?

All renewal subscriptions start from the expiration date of the previous subscription term, meaning if you renew 4 months late your subscription will only have 8 months left. Once renewed you will be sent all updates, patches and firmware releases you missed during your 4 month lapse ensuring you still get what you paid for, a 12 month subscription of updates & firmware releases.

By enforcing a policy of "continuous subscriptions" we can confidently stand behind the quality and performance of our products knowing they have received every security patch and firmware update released.

Do I have to buy the Energize Update subscription?

Can I upgrade to a 3 or 5 year subscription period if I originally purchased only 1 year?

May I transfer the Energize Update Subscriptions?

How do I renew my Energize Update Subscription?

What happens if I let my Energize Updates expire?

Can I renew after the expiration date of my Energize Update?

I renewed 4 months late for a 1-year term but only got 8 months left of my subscription, why?

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## \* Instant Replacement

### Overview

"We know how important it is to have 100% uptime in corporate environments. We work hard to build reliable "carrier grade" equipment that gives our systems a 99.99% uptime."

We also understand that sometimes equipment can fail. We therefore offer the Barracuda Instant Replacement Service. With the Instant Replacement Service, we provide next business day shipping of replacement hardware.

If your Barracuda Networks product fails, we will ship you a replacement unit within 1 business day so you can get back up and running fast.

### Hardware Refresh

Along with providing priority replacements in case of equipment failure, the Instant Replacement subscription also provides ongoing migration to the latest hardware platforms through the [Barracuda Hardware Refresh Program](#).

Normally, refresh units are purchased for a fee that represents a discount over the list price over a new hardware unit. However, Barracuda Networks will waive this fee if your old hardware unit is more than 4 years old and covered under an Instant Replacement subscription. This means that by maintaining an Instant Replacement subscription with your Barracuda appliance, you can continue receiving a new hardware unit every 4 years at absolutely no additional cost.

With this, the Instant Replacement program provides a single, convenient subscription that covers you in case of hardware failure and provides an affordable way to migrate to the most current hardware platform on an ongoing basis.

### How long does the Instant Replacement Service last?

The Instant Replacement Service begins on the date the Barracuda Networks product is activated and expires exactly one year, three years or five years from the activation date, depending on the specific service plan purchased.

#### Benefits of Instant Replacement

**Enhanced Support** which provides phone and email support 24x7.

**Data migration service** for Barracuda Spam & Virus Firewalls. Barracuda Networks will assist movement of data and configuration from the old product to the new product if the old data is accessible.

**Data recovery service** for Barracuda Backup Servers. In the event of a disaster and upon request, Barracuda Networks will preload the most recent data and configuration stored by Barracuda Networks to the new product (note this may take additional time).

**Hard Disk replacement** on Barracuda Networks models that have swappable raid drives. Barracuda Networks will ship via standard shipping a hard disk replacement. Customer must return the failed hard disk to Barracuda Networks.

#### Table of Contents

[How long does the Instant Replacement Service last?](#)

[If I don't buy the Instant Replacement at the time I purchase my Barracuda Networks product, can I buy it later?](#)

## If I don't buy the Instant Replacement at the time I purchase my Barracuda Networks product, can I buy it later?

You will have 60 days from the date of purchase of the Barracuda Networks product to decide if you wish to purchase the Instant Replacement Service. If you wish to purchase the Instant Replacement Service within the 60-day window, the Service will retroactively begin on the delivery date of the Barracuda Networks product and continue for the time period purchased.

What is not covered by the Instant Replacement Service?

How Does the Instant Replacement Service Work?

May I transfer the Instant Replacement Subscriptions?

How do I renew Instant Replacement Service program?

## What is not covered by the Instant Replacement Service?

The Instant Replacement Service does not cover:

- External causes such as abuse, misuse or problems with electrical power
- Servicing not authorized by Barracuda Networks
- Usage that is not in accordance with product instructions
- Failure to follow the product instructions or failure to perform preventive maintenance
- Problems caused by using accessories, parts, or components not supplied by Barracuda Networks
- Products with missing or altered serial numbers
- Products for which Barracuda Networks has not received payment
- Products that have been physically damaged

## How Does the Instant Replacement Service Work?

### **If you purchased your product directly from Barracuda Networks, Inc**

During your Instant Replacement Service period, if your product fails, you should contact Barracuda Networks. We will use commercially reasonable efforts to ship a replacement product within 1 business day (for US and Canada only). For customers outside the United States, we will use commercially reasonable efforts to ship a replacement product via express mail within one business day after receiving the request. Upon contacting Barracuda Networks, you must return the original product to us. We will issue a Return Material Authorization Number for you to include with the return and will require a valid credit card number or purchase order. We will not charge you for the replacement product as long as you return the original product to us within 30 days after shipment of the replacement product. If we do not receive the original product within 30 days, we will charge your credit card or process the purchase order at the current list price for that product. Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the US or Canada. The customer is responsible for shipping costs back to Barracuda Networks of the covered unit.

### **If you purchased your product from a Reseller**

During the Instant Replacement Service period, if your product fails, you should contact your Reseller. Your Reseller will coordinate the shipment of a replacement product to you within 1 business day (for US and Canada only). For customers outside the United States, your Reseller will coordinate the shipment of a replacement product via express mail within one business day after receiving the request. Upon contacting your Reseller to request a replacement product, you must return the original product. Your Reseller will coordinate the issuance of a Return Material Authorization Number for you to include with the return. A valid credit card number or purchase order will be required at the time of issuing the Return Material Authorization Number. You will not be charged for the replacement product as long as you return the original product within 30 days after shipment of the replacement product. If the original product is not received within 30 days, your credit card will be charged or the purchase order will be processed at the current list price for that product. Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the US or Canada. Alternatively, you may contact Barracuda Networks directly to coordinate the replacement and return of the original product, provided you have not already contacted your Reseller.

## May I transfer the Instant Replacement Subscriptions?

Instant Replacement Subscriptions belong to the original purchaser and may NOT be transferred under any circumstances.

## How do I renew Instant Replacement Service program?

### **If you purchased your product directly from Barracuda Networks**

Before the Instant Replacement Service program expires, please contact Barracuda Networks at (408) 342-5400 or 1 (888) Anti-Spam, Monday-Friday, 9 a.m. - 6 p.m. (PT) to renew. Please have your product serial number available.

### **If you purchased your product from a Reseller**

Before the Instant Replacement Service program expires, you should contact your Reseller. The Reseller will coordinate your renewal. Alternatively, you may contact Barracuda Networks directly to renew your Instant Replacement service, provided you have not already contacted your Reseller.

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## Hardware Refresh Program

### Overview

The Barracuda Hardware Refresh Program allows existing appliance customers with an active Energize Updates subscription to migrate to the latest hardware platforms at a reduced price -- ensuring customer's benefit from the latest hardware improvements and firmware capabilities.

The Barracuda Hardware Refresh program is intended for same model replacements. For example, you can replace your old Barracuda Spam & Virus Firewall 300 with a new model 300. If you wish to upgrade to a higher model (e.g., to a model 600), please contact your authorized Barracuda Networks Reseller Partner or your Barracuda Networks Sales Representative.

### How to Purchase

You can purchase refresh hardware units through your authorized Barracuda Networks Reseller Partner or directly from Barracuda Networks as long as you have an active Energize Updates subscription with your existing hardware.

You will be required to provide the serial number and default domain of the old hardware unit at the time of placing the order. Also, you must return the old hardware unit within 30 days after shipment of the replacement product to avoid penalties. We will issue a Return Material Authorization Number for you to include with the return.

Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the U.S. or Canada. The customer is responsible for shipping costs back to Barracuda Networks of the old unit.

### Benefits for Instant Replacement Customers

"With an active [Instant Replacement](#) subscription you can exchange your old hardware for new refresh hardware units for a fee. This fee will be waived if your old hardware is at least 4 years old."

Barracuda Networks encourages all customers to take advantage of the Instant Replacement subscription since it provides both priority hardware replacement in case of failure, as well as affordable migration to the latest hardware platforms on an ongoing basis.

### Transferring Subscriptions

Remaining Energize Updates and Instant Replacement subscriptions will be transferred from the old unit to the new unit.

NOTE: Program applies to customers worldwide, except Brazil, China, India and Japan

#### Products Eligible for Hardware Refresh

- Barracuda Spam & Virus Firewall
- Barracuda Web Filter
- Barracuda Web Application Firewall
- Barracuda SSL VPN
- Barracuda Load Balancer
- Barracuda Link Balancer
- Barracuda Backup Server
- Barracuda Message Archiver
- Barracuda Phone System
- Barracuda NG Firewall

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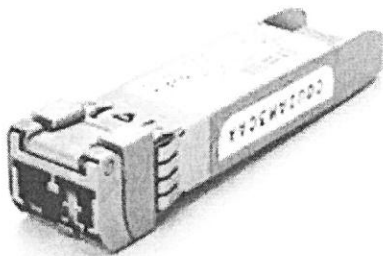


# Cisco 10GBASE SFP+ Modules

## Product Overview

The Cisco® 10GBASE SFP+ modules (Figure 1) offer customers a wide variety of 10 Gigabit Ethernet connectivity options for data center, enterprise wiring closet, and service provider transport applications.

**Figure 1.** Cisco 10GBASE SFP+ Modules



## Features and Benefits

Main features of Cisco 10GBASE SFP+ modules include:

- Smallest 10G form factor
- Supports 10GBASE Ethernet and OTU2/OTU2e
- Hot-swappable input/output device that plugs into an Ethernet SFP+ port of a Cisco switch
- Provides flexibility of interface choice
- Supports "pay-as-you-populate" model
- Supports digital optical monitoring capability
- Supports the Cisco quality identification (ID) feature that enables a Cisco switch to identify whether the module is certified and tested by Cisco
- Optical interoperability with 10GBASE XENPAK, 10GBASE X2, and 10GBASE XFP interfaces on the same link

### \* Cisco SFP-10G-SR

The Cisco 10GBASE-SR Module supports a link length of 26m on standard Fiber Distributed Data Interface (FDDI)-grade multimode fiber (MMF). Using 2000MHz\*km MMF (OM3), up to 300m link lengths are possible. Using 4700MHz\*km MMF (OM4), up to 400m link lengths are possible.

### Cisco SFP-10G-SR-X

The Cisco SFP-10G-SR-X is a multirate\* 10GBASE-SR, 10GBASE-SW and OTU2/OTU2e module for extended operating temperature range. It supports a link length of 26m on standard Fiber Distributed Data Interface (FDDI)-grade multimode fiber (MMF). Using 2000MHz\*km MMF (OM3), up to 300m link lengths are possible. Using 4700MHz\*km MMF (OM4), up to 400m link lengths are possible.

\*Except for version 1, which supports only 10GBASE-SR.

# Warranty Finder

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**Warranty Results for:**

SFP+ Module, 10GBASE-SR (ASR55-SFP-10G-SR=) [Select a different product](#)

The warranty below is provided with your product.  
[Warranty Terms](#)

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Cisco Warranty	Duration	Hardware Replacement	Software Replacement	Technical Assistance from TAC	OS Software Updates	Software Application Updates and Upgrades	Access to Cisco.com	Remote Monitoring, Diagnostics and Alerts
<b>1 Year Limited HW (WARR-1YR-LTD-HW)</b>	1 year	10-day AR	Media Only:90 Days	No	No	No	No	No

To find the technical support services available for your Cisco product visit the [Service Finder](#).

**Legal Disclaimer**

Cisco makes every effort to ensure the accuracy of information provided by the Warranty Finder, but cannot guarantee accuracy. The warranty card (if any) accompanying the Cisco product sets forth Cisco's warranty obligations with respect to the hardware and software. All Cisco warranties are subject to and provided only on the terms and conditions set out in the [Cisco Limited Warranty, Disclaimer of Warranty, and End User License Agreement](#).

**Definitions**

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| AR - Advance Replacement             | NBD - Next Business Day              |
| EOL - End of Life and Support        | RFR - Return for Repair              |
| EOS - End of Sale (and Orderability) | RTF - Return to Factory              |
| EOW - End of Warranty                | SBSC - Small Business Support Center |
| HW - Hardware                        | SDS - Same Day Ship                  |
| LDOS - Last Day of Service           | SW - Software                        |

**Let Us Help**

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Customer Presales option 1,1

Partner Ordering Support option 1,3

Partner General Helpline option 5,1,1

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**Manage**  
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 Solution Support  
 Optimization  
 Operations Management

**Advanced Services**  
 Data Center and Cloud  
 Unified Workspace  
 Collaboration

**Order Services**  
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 Customer Ordering

# Cisco 1-Year Limited Hardware Warranty Terms

The following are special terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

**Duration of Hardware Warranty:** One (1) Year

**Replacement, Repair or Refund Procedure for Hardware:** Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

**To Receive a Return Materials Authorization (RMA) Number:** Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

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



## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 12206

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0511

Vendor ID: 000000219123



SO Doc ID: HHR1500000002

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 8/12/14

Alias/DBA:

Close Date: 8/20/14

Total Bid: \$37,392.00

Close Time: 13:30

Response Date: 08/19/2014



Status: Closed

Response Time: 14:17

Solicitation Description: HHR1500000002 - Addendum #5

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  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 12206

Doc Description: HHR1500000002 - Addendum #5

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-08-12	2014-08-20 13:30:00	CRFQ 0511 HHR1500000002	6

**BID RECEIVING LOCATION**

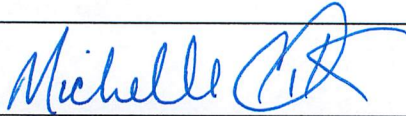
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Michelle Clark, Inside Sales  
 michelle.clark@pomeroy.com  
 Pomeroy  
 500 Westmoreland Office Park  
 Dunbar, WV 25064  
 Phone: 304.746.4434  
 Fax: 866.307.5674

**FOR INFORMATION CONTACT THE BUYER**

Frank Whittaker  
 3045582316  
 frank.m.whittaker@wv.gov

Signature X 

FEIN # 61-1352158

DATE 08/15/2014

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



Pomeroy

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Server Load Balancers	2.00000	EA	\$11,398.00	\$22,796.00

Comm Code	Manufacturer	Specification	Model #
43222622	Barracuda *A-10 Alternate	Barracuda Load Balancer 840 ADC w/ 10GbE Fiber NICs	BBF842a

**Extended Description :**

Thunder 3030S, IU, 1xCPU, 6xGoC, 2xGF, 4x10GF, 16GB, SSD, LOM, HW/SSL Network load-balancers, #TH3030-010-SSL or equal.

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Transceivers and media converters	4.00000	EA	\$595.00	\$2,380.00

Comm Code	Manufacturer	Specification	Model #
43201553	Cisco *A-10 Alternate	Cisco 10GBase-SR SFP+ Transceiver	SFP-10G-SR=

**Extended Description :**

10Gig SR Optical Transceivers for AX3000 part #AXSK-SFP+SR or equal.

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Computer Hardware maintenance and support	6.00000	EA	\$6,108.00	\$12,216.00



Pomeroy

Comm Code	Manufacturer	Specification	Model #
81112300	Barracuda *A-10 Alternate	One year Energize Updates & Instant Replacement for Barracuda 840 ADC Load Balancer Cisco Transceivers come with a standard one year manufacture warranty.	BBF842a-eh1

**Extended Description :**

One year Gold support includes 24x7 telephone support, software updates, and advanced hardware replacement service on load-balancers and optical transceivers, or equal.

Pomeroy Ext. Total: \$37,932.00

<b>HHR150000002</b>	<b>Document Phase</b> Final	<b>Document Description</b> HHR150000002 - Addendum #5	<b>Page 4</b> <b>of 4</b>
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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: Monday, August 11, 2014 by 5:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: robert.p.kilpatrick@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:**

**BUYER:** Robert P Kilpatrick, File 22

**SOLICITATION NO.:** CRFQ 0511 HHR150000002

**BID OPENING DATE:** August 20, 2014

**BID OPENING TIME:** 1:30pm EST

**FAX NUMBER:** 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses 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 <sup>na</sup> 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).

Bid Opening Date and Time: August 20, 2014 at 1:30pm EST  
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 \_\_\_\_\_ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.

**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 a 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 \$1,000,000.00 \_\_\_\_\_ or more.

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

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

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

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

**9. 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 NA for NA. 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](mailto: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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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.

Pomeroy  
(Company)

Michelle Clark, Inside Sales  
(Authorized Signature) (Representative Name, Title)

(304) 746-4434 (866) 307-5674 8/15/2014  
(Phone Number) (Fax Number) (Date)

**REQUEST FOR QUOTATION**  
**CRFQ 0511 HHR150000002 Network Load-Balancers**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Health and Human Resources Recipient Automated Payment Information Data System (RAPIDS) to establish a contract for the one time purchase of two load-balancers with one-year of firmware support and related hardware.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Item”** means all items listed under section 3.1.
  - 2.2 “Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is included on the RFQ.
  - 2.3 “RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ 0511 HHR150000002.
- 3. GENERAL REQUIREMENTS:**
  - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 Two (2) each Thunder 3030S, 1U, 1xCPU, 6xGoC, 2xGF, 4x10GF, 16 GB, SSD, LOM, HW/ SSL network load-balancers. (TH3030-010-SSL) or equal**
    - 3.1.2 Four (4) 10Gig SR optical transceiver for AX3000 (AXSK-SFP+SR) or equal.**
    - 3.1.3 One-Year Gold support (includes 24x telephone support, software updates, and advanced hardware replacement service on load-balancers and optical transceivers), or equal. Support must cover all pieces of hardware.**
- 4. CONTRACT AWARD:**
  - 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the

**REQUEST FOR QUOTATION**  
**CRFQ 0511 HHR150000002 Network Load-Balancers**

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Pages by supplying Unit Price and then the Total Price - unit price multiplied by quantity (Qty). Vendor should complete the Pricing Pages in full as failure to do so may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within **30 working days after receiving a purchase order**. Contract Items must be delivered to Agency at

**WV – DHHR**  
**Office of Management Information Services**  
**Attn: Jon Cain**  
**One Davis Square, Ste 200**  
**Charleston, WV 25305**

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

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

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



**REQUEST FOR QUOTATION**  
**CRFQ 0511 HHR150000002 Network Load-Balancers**

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- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: HHR150000002**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Pomeroy  
Company

Michelle [Signature]  
Authorized Signature

8/15/2014  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

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Pomeroy  
\_\_\_\_\_  
Company  
Michelle [Signature]  
\_\_\_\_\_  
Authorized Signature  
8/15/2014  
\_\_\_\_\_  
Date

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Pomeroy  
\_\_\_\_\_  
Company

Michelle [Signature]  
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\_\_\_\_\_  
Date

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Revised 6/8/2012



# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidder: Pomeroy

Signed: Michelle [Signature]

Date: 8/15/2014

Title: Inside Sales



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.

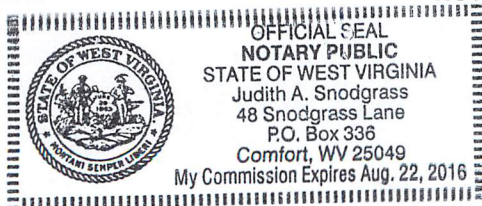
**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of 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: PomeroyAuthorized Signature: Michelle [Signature] Date: 8/15/2014State of West VirginiaCounty of Putnam, to-wit:Taken, subscribed, and sworn to before me this 15 day of Aug, 2014.My Commission expires Aug 22, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

Judith A. Snodgrass  
Purchasing Affidavit (Revised 07/01/2012)



**Bill To:**  
Frank Whittaker  
WV DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION,  
2019 WASHINGTON ST E  
CHARLESTON, WV 25305

Phone: (304)558-2316  
Email: frank.m.whittaker@wv.gov

**Ship To:**  
Jon Cain  
WV HEALTH AND HUMAN RESOURCES  
MANAGEMENT INFORMATION SERVICE,  
ONE DAVIS SQUARE,  
Ste 200  
CHARLESTON, WV 25305

Srl	Mfr. Part	Description	Price	Qty.	Extended
*1	BBF842a	Barracuda Load Balancer 840 ADC w/ 10 GbE Fiber NICs Mfr: BARRACUDA NETWORKS*	\$ 11,398.00	2	\$ 22,796.00
*2	BBF842a-eh1	1 Year Energize Updates & Instant Replacement Mfr: BARRACUDA NETWORKS*	\$ 6,108.00	2	\$ 12,216.00
*3	SFP-10G-SR=	Cisco 10GBase-SR SFP+ Transceiver  Mfr: CISCO SYSTEMS* Remarks: One year standard limited manufacture warranty	\$ 595.00	4	\$ 2,380.00
<b>3 item(s)</b>				<b>Sub-Total</b>	<b>\$ 37,392.00</b>
				<b>Tax @ 0%</b>	<b>\$ 0.00</b>
				<b>Total</b>	<b>\$ 37,392.00</b>

(\*) Tax exempted Part(s)

**Terms and Conditions**

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation. The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written policy. <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?PageId=3186>

Quote valid until: 09/14/2014

**Payment Details**

Company PO [ ]  
Payment Term 30 days  
**Additional References**  
Customer Name  
Sales Consultant

**Shipping Details and Delivery**

Shipping Via Delivery

  
Vendor Signature  
FEIN# 61-1352158

Purchase Orders can be faxed to:  
Michelle Clark 1.866.307.5674



# Barracuda Load Balancer ADC

Secure Application Delivery Controller for Availability, Acceleration, and Control



Highly demanding enterprise networks require full-featured application delivery that **optimizes application load balancing and performance while providing protection from an ever-expanding list of intrusions and attacks.**

- ☑ Security
- ☑ Storage
- ☑ Application Delivery

## The Barracuda Advantage

- Proven technology that has blocked more than 11 billion real-world attacks
- High-performance platform designed for data centers
- GeoIP-based application control
- Pre-built application templates for rapid deployment
- Available as a virtual appliance

## Product Spotlight

- Multiport platform with fiber and copper network interfaces
- Advanced Layer 4 & Layer 7 load balancing
- SSL offloading & application acceleration
- Global Server Load Balancing for application delivery across data centers
- Comprehensive attack protection and Data Loss Prevention



### Acceleration

The Barracuda Load Balancer ADC is ideal for optimizing application performance. It offloads compute-intensive SSL transactions from the server, preserving resources for applications. In addition, optimization features such as caching, compression, and TCP pooling enable faster application delivery and ensure scalability.



### Availability

Using health and performance checks, the Barracuda Load Balancer ADC distributes traffic for efficient use of server resources and employs server failover for high availability. Global Server Load Balancing allows redundancy across multiple sites enhancing availability and speeding disaster recovery.



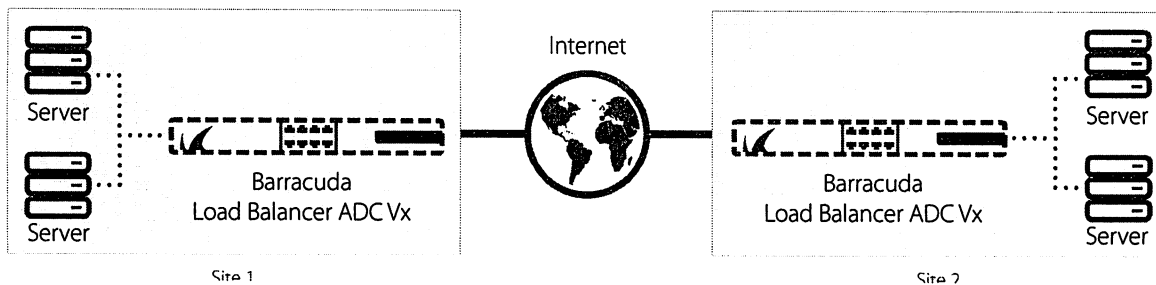
### Control

Content routing and content rewrites enable full control of application traffic and customized application delivery based on users, regions, and/or devices. Client controls gives administrators the ability to throttle requests to ensure application availability even during periods of heavy traffic.



### Security

Application Security provides superior protection against data loss, DDoS, and all known application-layer attack modalities. Automatic updates ensure comprehensive security for existing and emerging Layer 7 threats such as Cross-site Scripting (XSS), SQL injections (SQLi), and Cross-site Request Forgery (CSRF).



*Barracuda has simplified everything. We set up two appliances within four hours, and the solution works great—for a fraction of what our previous solution cost.*

*Jeff Sharp  
Network & Communications Director  
Liberty Tax Service*



## Technical Specs

### Availability

#### Load Balancing:

- Layer 4 & Layer 7 load balancing
- IPv6/IPv4 support
- Active/passive high availability
- Default load balancing
  - Round robin
  - Weighted round robin
  - Least connection
- Adaptive load balancing by CPU load, URL load, and terminal sessions
- Session persistence
- Server health check and monitoring

#### Global Server Load Balancing:

- By priority, geographic IP, and region
- Health checks between multiple sites

### Acceleration

- SSL offloading
- Caching & compression
- TCP connection pooling

### Control

- Application traffic
  - Layer 7 content-based routing
  - Request/response rewrite
- Client & user limits
  - Brute-force
  - Rate control
  - GeolP reputation

### Application Security

- Security policies out of the box
- Website cloaking
- Form field metadata violation
- Protection against common attacks
  - OWASP Top 10
  - SQL injections
  - Cross-site Scripting
  - Cookie or form tampering
- Data Loss Prevention (DLP)
  - Credit card & SSN numbers
  - Custom patterns
- Granular policy management

### Authentication/Authorization

- LDAP
- RADIUS
- Kerberos
- Two-factor authentication

### Network Security

- Layer 4 ACL
- VLAN, NAT

### Supported Protocols

- HTTP/S
- SSH
- SMTP
- IMAP
- POP3
- NNTP
- ASP
- DNS
- LDAP
- RADIUS
- TFTP
- RDP
- Windows Terminal Services
- Any TCP/UDP application

## Management Features

- Centralized management
- Real-time traffic statistics
- Web firewall, access, audit, and system logs
- Certified deployments with third-party applications

## Support Options

### Energize Updates

- Firmware updates
- Application Security updates
- Standard technical support

### Instant Replacement Service

- Replacement unit shipped next business day
- 24x7 technical support
- Hardware refresh every four years

MODEL COMPARISON	240	340*	440*	540*	640*	840
<b>CAPACITY</b>						
Maximum Throughput	100 Mbps	1 Gbps	1 Gbps	2 Gbps	5 Gbps	10 Gbps
Real Server Support	10	35	50	100	250	500
SSL Offloading/Acceleration		500 TPS	4,000 TPS	6,000 TPS	15,000 TPS	30,000 TPS
<b>HARDWARE</b>						
Rackmount Chassis	1U Mini	1U Mini	1U Mini	1U Mini	1U Fullsize	2U Fullsize
Dimensions (in)	16.8x1.7x9	16.8x1.7x14	16.8x1.7x14	16.8x1.7x14	17.2x1.7x19.8	17.4x3.5x25.5
Weight (lb)	8	12	12	12	26	46
10/100 Copper Ethernet NICs	2					
1 Gb Copper NICs (std/max)		2/2	2/2	4/4	8/16	8/32
10 Gb Copper NICs (std/max)					0/2	0/6
10 Gb Fiber NICs (std/max)					0/2	0/6
AC Input Current (amps)	1.0	1.2	1.4	1.4	1.8	3.6
<b>FEATURES</b>						
<b>Availability</b>						
Layer 4 Load Balancing	•	•	•	•	•	•
Direct Server Return	•	•	•	•	•	•
Layer 7 Load Balancing		•	•	•	•	•
High Availability Cluster		•	•	•	•	•
Global Server Load Balancing			•	•	•	•
<b>Acceleration</b>						
SSL Offloading		•	•	•	•	•
Content Routing		•	•	•	•	•
HTTP Compression			•	•	•	•
Content Caching			•	•	•	•
<b>Application Security</b>						
Inbound Attack Protection				•	•	•
Outbound Data Theft Protection				•	•	•
Protection Against DDoS Attacks				•	•	•

\*Select Models Available as Virtualized Appliances

Specifications subject to change without notice.

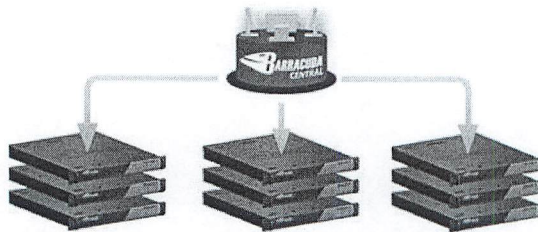
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### Energize Updates

Barracuda Energize Updates provide your Barracuda Networks product with protection from the latest Internet threats. The team at Barracuda Central continuously monitors the Internet for new trends in network security threats and develops strategies to mitigate those threats.



Energize Updates deliver the latest definitions most appropriate to your product -- spam, virus, content categories, spyware filter, intrusion prevention, IM protocols, policies, security updates, attacks and document formats.

These updates are sent out hourly or more frequently if needed, to ensure that you always have the latest and most comprehensive protection.

Barracuda Energize Updates subscriptions must be purchased with any Barracuda Networks appliance to provide complete protection from the latest internet threats. Subscriptions can be purchased for 1, 3 or 5 year terms.

Energize Update subscriptions will be provided for up to 5 years for a particular hardware platform. Hardware can be easily refreshed at any time through the "Barracuda Hardware Refresh Program". Any unused portion of Energize Updates subscription will automatically be transferred to the new hardware platform.

### How long does the Energize Update Service last?

The Energize Update Service begins on the date the Barracuda Networks product is activated and expires exactly one year, three years or five years from the delivery date, depending on the specific service plan purchased.

#### Benefits of Energize Updates

**Basic Support**, which includes email support 24x7 and phone support between the hours of 9 a.m. and 5 p.m. Monday through Friday in the US (Pacific Time), Japan, China, Austria and the United Kingdom time zones.

**Firmware Maintenance** which includes new firmware updates with feature enhancements and bug fixes.

**Security Updates** to patch or repair any security vulnerabilities.

Optional participation in the **Barracuda Early Release Firmware** program.

#### Table of Contents

- [How long does the Energize Update Service last?](#)
- [What is included in the Energize Update?](#)



## What is included in the Energize Update?

The Energize Update includes email support 24x7 and phone support between the hours of 9 a.m. and 5 p.m. Monday through Friday in the US (Pacific Time), Japan, China, Austria and the United Kingdom time zones, Firmware Maintenance, which includes new firmware updates with feature enhancements and bug fixes, Security updates to patch or repair any security vulnerabilities, and optional participation in the Barracuda Early Release Firmware Program.

## Do I have to buy the Energize Update subscription?

Yes, All Barracuda Networks products must be purchased with an Energize Update subscription.

## Can I upgrade to a 3 or 5 year subscription period if I originally purchased only 1 year?

Yes, you have 60 days from your date of purchase (initial purchase or renewal purchase) to extend your subscription period.

## May I transfer the Energize Update Subscriptions?

Energize Updates Subscriptions belong to the original purchaser and may NOT be transferred under any circumstances.

## How do I renew my Energize Update Subscription?

### **If you purchased your product directly from Barracuda Networks**

Before the Energize Update subscription expires, please contact Barracuda Networks at (408) 342-5400 or 1 (888) Anti-Spam, Monday-Friday, 9 a.m. - 6 p.m. (PT) to renew. Please have your product serial number available.

### **If you purchased your product from a Reseller**

Before the Energize Update subscription expires, you should contact your Reseller, the Reseller will coordinate your renewal.

## What happens if I let my Energize Updates expire?

Letting your Energize Updates expire immediately puts your company's passwords, usernames, intellectual property and your employee's personal and banking information at risk. Without receiving real-time and hourly updates your network and users will no longer be protected from any future viruses, spyware, malware and spam that get released in the wild. Furthermore, you will no longer have access to our industry leading technical support team.

## Can I renew after the expiration date of my Energize Update?

Yes, you can renew at any time after the expiration date of your Energize Update but please note all subscriptions will start from the expiration of the previous subscription term.

## I renewed 4 months late for a 1-year term but only got 8 months left of my subscription, why?

All renewal subscriptions start from the expiration date of the previous subscription term, meaning if you renew 4 months late your subscription will only have 8 months left. Once renewed you will be sent all updates, patches and firmware releases you missed during your 4 month lapse ensuring you still get what you paid for, a 12 month subscription of updates & firmware releases.

By enforcing a policy of "continuous subscriptions" we can confidently stand behind the quality and performance of our products knowing they have received every security patch and firmware update released.

Do I have to buy the Energize Update subscription?

Can I upgrade to a 3 or 5 year subscription period if I originally purchased only 1 year?

May I transfer the Energize Update Subscriptions?

How do I renew my Energize Update Subscription?

What happens if I let my Energize Updates expire?

Can I renew after the expiration date of my Energize Update?

I renewed 4 months late for a 1-year term but only got 8 months left of my subscription, why?

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## Instant Replacement

### Overview

"We know how important it is to have 100% uptime in corporate environments. We work hard to build reliable "carrier grade" equipment that gives our systems a 99.99% uptime."

We also understand that sometimes equipment can fail. We therefore offer the Barracuda Instant Replacement Service. With the Instant Replacement Service, we provide next business day shipping of replacement hardware.

If your Barracuda Networks product fails, we will ship you a replacement unit within 1 business day so you can get back up and running fast.

### Hardware Refresh

Along with providing priority replacements in case of equipment failure, the Instant Replacement subscription also provides ongoing migration to the latest hardware platforms through the [Barracuda Hardware Refresh Program](#).

Normally, refresh units are purchased for a fee that represents a discount over the list price over a new hardware unit. However, Barracuda Networks will waive this fee if your old hardware unit is more than 4 years old and covered under an Instant Replacement subscription. This means that by maintaining an Instant Replacement subscription with your Barracuda appliance, you can continue receiving a new hardware unit every 4 years at absolutely no additional cost.

With this, the Instant Replacement program provides a single, convenient subscription that covers you in case of hardware failure and provides an affordable way to migrate to the most current hardware platform on an ongoing basis.

### How long does the Instant Replacement Service last?

The Instant Replacement Service begins on the date the Barracuda Networks product is activated and expires exactly one year, three years or five years from the activation date, depending on the specific service plan purchased.

#### Benefits of Instant Replacement

**Enhanced Support** which provides phone and email support 24x7.

**Data migration service** for Barracuda Spam & Virus Firewalls. Barracuda Networks will assist movement of data and configuration from the old product to the new product if the old data is accessible.

**Data recovery service** for Barracuda Backup Servers. In the event of a disaster and upon request, Barracuda Networks will preload the most recent data and configuration stored by Barracuda Networks to the new product (note this may take additional time).

**Hard Disk replacement** on Barracuda Networks models that have swappable raid drives. Barracuda Networks will ship via standard shipping a hard disk replacement. Customer must return the failed hard disk to Barracuda Networks.

#### Table of Contents

[How long does the Instant Replacement Service last?](#)

[If I don't buy the Instant Replacement at the time I purchase my Barracuda Networks product, can I buy it later?](#)

## If I don't buy the Instant Replacement at the time I purchase my Barracuda Networks product, can I buy it later?

You will have 60 days from the date of purchase of the Barracuda Networks product to decide if you wish to purchase the Instant Replacement Service. If you wish to purchase the Instant Replacement Service within the 60-day window, the Service will retroactively begin on the delivery date of the Barracuda Networks product and continue for the time period purchased.

What is not covered by the Instant Replacement Service?

How Does the Instant Replacement Service Work?

May I transfer the Instant Replacement Subscriptions?

How do I renew Instant Replacement Service program?

## What is not covered by the Instant Replacement Service?

The Instant Replacement Service does not cover:

- External causes such as abuse, misuse or problems with electrical power
- Servicing not authorized by Barracuda Networks
- Usage that is not in accordance with product instructions
- Failure to follow the product instructions or failure to perform preventive maintenance
- Problems caused by using accessories, parts, or components not supplied by Barracuda Networks
- Products with missing or altered serial numbers
- Products for which Barracuda Networks has not received payment
- Products that have been physically damaged

## How Does the Instant Replacement Service Work?

### **If you purchased your product directly from Barracuda Networks, Inc**

During your Instant Replacement Service period, if your product fails, you should contact Barracuda Networks. We will use commercially reasonable efforts to ship a replacement product within 1 business day (for US and Canada only). For customers outside the United States, we will use commercially reasonable efforts to ship a replacement product via express mail within one business day after receiving the request. Upon contacting Barracuda Networks, you must return the original product to us. We will issue a Return Material Authorization Number for you to include with the return and will require a valid credit card number or purchase order. We will not charge you for the replacement product as long as you return the original product to us within 30 days after shipment of the replacement product. If we do not receive the original product within 30 days, we will charge your credit card or process the purchase order at the current list price for that product. Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the US or Canada. The customer is responsible for shipping costs back to Barracuda Networks of the covered unit.

### **If you purchased your product from a Reseller**

During the Instant Replacement Service period, if your product fails, you should contact your Reseller. Your Reseller will coordinate the shipment of a replacement product to you within 1 business day (for US and Canada only). For customers outside the United States, your Reseller will coordinate the shipment of a replacement product via express mail within one business day after receiving the request. Upon contacting your Reseller to request a replacement product, you must return the original product. Your Reseller will coordinate the issuance of a Return Material Authorization Number for you to include with the return. A valid credit card number or purchase order will be required at the time of issuing the Return Material Authorization Number. You will not be charged for the replacement product as long as you return the original product within 30 days after shipment of the replacement product. If the original product is not received within 30 days, your credit card will be charged or the purchase order will be processed at the current list price for that product. Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the US or Canada. Alternatively, you may contact Barracuda Networks directly to coordinate the replacement and return of the original product, provided you have not already contacted your Reseller.



## May I transfer the Instant Replacement Subscriptions?

Instant Replacement Subscriptions belong to the original purchaser and may NOT be transferred under any circumstances.

## How do I renew Instant Replacement Service program?

### **If you purchased your product directly from Barracuda Networks**

Before the Instant Replacement Service program expires, please contact Barracuda Networks at (408) 342-5400 or 1 (888) Anti-Spam, Monday-Friday, 9 a.m. - 6 p.m. (PT) to renew. Please have your product serial number available.

### **If you purchased your product from a Reseller**

Before the Instant Replacement Service program expires, you should contact your Reseller. The Reseller will coordinate your renewal. Alternatively, you may contact Barracuda Networks directly to renew your Instant Replacement service, provided you have not already contacted your Reseller.

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# Hardware Refresh Program

## Overview

The Barracuda Hardware Refresh Program allows existing appliance customers with an active Energize Updates subscription to migrate to the latest hardware platforms at a reduced price -- ensuring customers benefit from the latest hardware improvements and firmware capabilities.

The Barracuda Hardware Refresh program is intended for same model replacements. For example, you can replace your old Barracuda Spam & Virus Firewall 300 with a new model 300. If you wish to upgrade to a higher model (e.g., to a model 600), please contact your authorized Barracuda Networks Reseller Partner or your Barracuda Networks Sales Representative.

## How to Purchase

You can purchase refresh hardware units through your authorized Barracuda Networks Reseller Partner or directly from Barracuda Networks as long as you have an active Energize Updates subscription with your existing hardware.

You will be required to provide the serial number and default domain of the old hardware unit at the time of placing the order. Also, you must return the old hardware unit within 30 days after shipment of the replacement product to avoid penalties. We will issue a Return Material Authorization Number for you to include with the return.

Barracuda Networks will pay all shipping costs for the replacement product, provided you reside in the U.S. or Canada. The customer is responsible for shipping costs back to Barracuda Networks of the old unit.

## Benefits for Instant Replacement Customers

"With an active [Instant Replacement](#) subscription you can exchange your old hardware for new refresh hardware units for a fee. This fee will be waived if your old hardware is at least 4 years old."

Barracuda Networks encourages all customers to take advantage of the Instant Replacement subscription since it provides both priority hardware replacement in case of failure, as well as affordable migration to the latest hardware platforms on an ongoing basis.

## Transferring Subscriptions

Remaining Energize Updates and Instant Replacement subscriptions will be transferred from the old unit to the new unit.

NOTE: Program applies to customers worldwide, except Brazil, China, India and Japan

### Products Eligible for Hardware Refresh

- Barracuda Spam & Virus Firewall
- Barracuda Web Filter
- Barracuda Web Application Firewall
- Barracuda SSL VPN
- Barracuda Load Balancer
- Barracuda Link Balancer
- Barracuda Backup Server
- Barracuda Message Archiver
- Barracuda Phone System
- Barracuda NG Firewall

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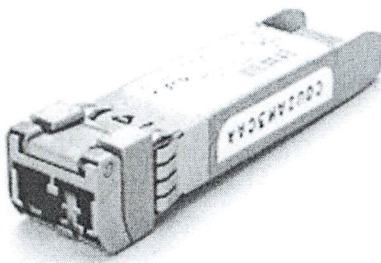
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## Cisco 10GBASE SFP+ Modules

### Product Overview

The Cisco® 10GBASE SFP+ modules (Figure 1) offer customers a wide variety of 10 Gigabit Ethernet connectivity options for data center, enterprise wiring closet, and service provider transport applications.

Figure 1. Cisco 10GBASE SFP+ Modules



### Features and Benefits

Main features of Cisco 10GBASE SFP+ modules include:

- Smallest 10G form factor
- Supports 10GBASE Ethernet and OTU2/OTU2e
- Hot-swappable input/output device that plugs into an Ethernet SFP+ port of a Cisco switch
- Provides flexibility of interface choice
- Supports "pay-as-you-populate" model
- Supports digital optical monitoring capability
- Supports the Cisco quality identification (ID) feature that enables a Cisco switch to identify whether the module is certified and tested by Cisco
- Optical interoperability with 10GBASE XENPAK, 10GBASE X2, and 10GBASE XFP interfaces on the same link

### \* Cisco SFP-10G-SR

The Cisco 10GBASE-SR Module supports a link length of 26m on standard Fiber Distributed Data Interface (FDDI)-grade multimode fiber (MMF). Using 2000MHz\*km MMF (OM3), up to 300m link lengths are possible. Using 4700MHz\*km MMF (OM4), up to 400m link lengths are possible.

### Cisco SFP-10G-SR-X

The Cisco SFP-10G-SR-X is a multirate 10GBASE-SR, 10GBASE-SW and OTU2/OTU2e module for extended operating temperature range. It supports a link length of 26m on standard Fiber Distributed Data Interface (FDDI)-grade multimode fiber (MMF). Using 2000MHz\*km MMF (OM3), up to 300m link lengths are possible. Using 4700MHz\*km MMF (OM4), up to 400m link lengths are possible.

\*Except for version 1, which supports only 10GBASE-SR.




# Warranty Finder

Home > Products & Services > Services > Warranty Finder

**Warranty Results for:**

SFP+ Module, 10GBASE-SR (ASR55-SFP-10G-SR=) [Select a different product](#)

The warranty below is provided with your product.  
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Cisco Warranty	Duration	Hardware Replacement	Software Replacement	Technical Assistance from TAC	OS Software Updates	Software Application Updates and Upgrades	Access to Cisco.com	Remote Monitoring, Diagnostics and Alerts
1 Year Limited HW ( WARR-1YR-LTD-HW )	1 year	10-day AR	Media Only:90 Days	No	No	No	No	No

To find the technical support services available for your Cisco product visit the [Service Finder](#).

**Legal Disclaimer**

Cisco makes every effort to ensure the accuracy of information provided by the Warranty Finder, but cannot guarantee accuracy. The warranty card (if any) accompanying the Cisco product sets forth Cisco's warranty obligations with respect to the hardware and software. All Cisco warranties are subject to and provided only on the terms and conditions set out in the [Cisco Limited Warranty, Disclaimer of Warranty, and End User License Agreement](#).

**Definitions**

- AR - Advance Replacement
- EOL - End of Life and Support
- EOS - End of Sale (and Orderability)
- EOW - End of Warranty
- HW - Hardware
- LDOS - Last Day of Service
- NBD - Next Business Day
- RFR - Return for Repair
- RTF - Return to Factory
- SBSC - Small Business Support Center
- SDS - Same Day Ship
- SW - Software

**Let Us Help**

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Customer Presales option 1,1

Partner Ordering Support option 1,3

Partner General Helpline option 5,1,1

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Cisco and our Partners offer a full range of services spanning every phase of your network and IT lifecycle.

**Plan**

Strategy and Analysis  
 Assessment  
 Design

**Build**

Validation  
 Deployment  
 Migration

**Manage**

Product Support (SMARTnet)  
 Solution Support  
 Optimization  
 Operations Management

**Advanced Services**

Data Center and Cloud  
 Unified Workspace  
 Collaboration

**Order Services**

Partner Ordering  
 Customer Ordering

# Cisco 1-Year Limited Hardware Warranty Terms

The following are special terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

**Duration of Hardware Warranty:** One (1) Year

**Replacement, Repair or Refund Procedure for Hardware:** Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

**To Receive a Return Materials Authorization (RMA) Number:** Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.