



4700 MacCorkle Ave. S.E.  
Charleston, WV 25304  
304-356-3395

September 24, 2014

Dean Wingerd  
2019 Washington St E  
PO Box 50130  
Charleston, WV 25305

RE: STO1500000003

Dear Mr Wingerd:

Verizon is pleased to submit its proposal for SMARTnet Equipment Maintenance. Verizon is one of the world's leading providers of communications services. Verizon serves more than 139 million customer connections (wireless, wireline, broadband and TV) every day and is the leader in serving 104.6 million wireless customers. Verizon is a global leader in delivering innovation in communications, information and entertainment, with approximately \$120.6 billion in 2013 annual revenue. Verizon's global presence extends to 75 countries in the Americas, Europe, Asia and the Pacific.

Verizon will provide outstanding service quality, product flexibility, and a local dedicated Account Team. Verizon's expansive global network reach, broad solutions portfolio, partner ecosystems, range of IT delivery options, and wealth of experience create a powerful combination that allows us to deliver results that make a real-world difference.

Verizon commits to provide the services as described in this Proposal. I also give my personal commitment of service to the West Virginia State Treasurers Office. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia.

Sincerely,

Sandra Hawkins  
**Senior Account Manager**  
**Authorized Contact**

Verizon  
304-356-3395

[sandra.k.hawkins@verizon.com](mailto:sandra.k.hawkins@verizon.com)

#### NATURE OF PROPOSAL

This RFQ response is submitted to the WV State Treasurer's Office (referred to herein as "Customer") by Verizon Business Network Services Inc. on behalf of its affiliate Verizon Network Integration Corp. for Cisco SMARTnet maintenance services (referred to herein as "Verizon"). Verizon does not consider its RFQ response as legally binding to provide the services until all exceptions noted herein have been mutually resolved and a mutual understanding is reached. In addition, as permitted in the RFQ section 2.6.3 and the WV Purchasing Division's Procedures Handbook, Section 7.2.19, Verizon also submits additional industry-specific terms and conditions reflected in Verizon's standard System Agreement, which is incorporated and included in Verizon's response. Verizon is also willing to sign a WV-96A Agreement Addendum and understands Verizon's additional terms and conditions are in the last order of precedence and shall not supersede the WV-96 terms and conditions where a conflict arises.



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

State of West Virginia  
 Request for Quotation

Proc Folder: 24458  
 Doc Description: SMARTnet Equipment Maintenance, or equal  
 Proc Type: Central Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2014-09-11  | 2014-09-30<br>13:30:00 | CRFQ 1300 STO1500000003 | 1       |

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc, on behalf of Verizon Network Integration Corp  
 4700 MacCorkle Av SE  
 Charleston, WV 25304  
 (304)356-3395

**FOR INFORMATION CONTACT THE BUYER**

Dean Wingerd  
 (304) 558-0468  
 dean.c.wingerd@wv.gov

Signature X

*Marsha K. Harrell* FEIN # 23-2743964

DATE

9/24/14

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

Marsha K Harrell  
 Senior Consultant  
 Pricing/Contract Management

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 1    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at Charleston - CAPITOL location. 39 items included at this location. See Exhibit A for items included

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 2    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at Charleston - 2008/2012 Quarrier Streets location. See Exhibit A for items included. 2 Items included at this location

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 3    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at Charleston - Kanawha City/7300 MacCorkle Ave location. See Exhibit A for items included. 9 items included at this location

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 4    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at Flatwoods, WV Location. See Exhibit A for items included. 4 Items included at this location

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 5    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at the Beckley location. See Exhibit A for items included. 1 item included at this location

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 6    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at the Charleston - PLAYERS CLUB location. See Exhibit A for items included. 10 items included at this location.

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 7    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at the Huntington location. See Exhibit A for items included. 2 items included at this location

| INVOICE TO  |  | SHIP TO  |  |
|---|--|--|--|
| ACCOUNTS PAYABLE<br>WEST VIRGINIA STATE TREASURERS OFFICE<br>BLDG 1 RM E-145<br>1900 KANAWHA BLVD E<br>CHARLESTON WV25305<br>US |  | MANAGER OFFICE SERVICES<br>WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE<br>7300 MACCORKLE AVE SE<br>CHARLESTON WV 25304<br>US |  |

| Line | Comm Ln Desc                                 | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-------------|
| 8    | Wide area network WAN maintenance or support |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111804  |              |               |         |

**Extended Description :**

Maintenance of Cisco network equipment located at the Wheeling location. See Exhibit A for items included. 2 items included in this location

Verizon's total cost for Cisco Smart Net maintenance is **\$48,316.03** as found on page 7 of 7 of our quote (1-11X52BS) included in our response.

-There are a few items that are already end-of-support and therefore cannot be quoted. The spreadsheet included in the bid package is included with notes on the end-of support items.

- A few items will be end of support prior to the end of the requested 12 month term. Those are noted on the second spreadsheet with the quote details.

|                     |                                       |   |                              |
|---------------------|---------------------------------------|---|------------------------------|
| <b>STO150000003</b> | <b>Document Phase</b><br><b>Final</b> | <b>Document Description</b><br>SMARTnet Equipment Maintenance , or<br>equal | <b>Page 6</b><br><b>of 6</b> |
|---------------------|---------------------------------------|---|------------------------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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: Verizon Business Network Services Inc, on behalf of  
Verizon Network Integration CorpAuthorized Signature: Marsha K. Hamrell Date: 9/24/14State of MississippiCounty of Hinds, to-wit:Taken, subscribed, and sworn to before me this 24 day of September, 2014My Commission expires May 31, 2016

AFFIX SEAL HERE

NOTARY PUBLIC

Angela A. Cooper  
Purchasing Affidavit (Revised 07/01/2012)



# 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: Verizon Business Network SIG Inc on behalf of Verizon Network Integration Corp

Signed: Marsha K. Harrell

Date: 9/24/14

Title: Marsha K Harrell  
Senior Consultant  
Pricing/Contract Management



| A   | B  | C                         | D                    | E   | F                             | G                    | H                  | I                         | J                          | K                               |  |
|-----|----|---------------------------|----------------------|---|-------------------------------|----------------------|--------------------|---------------------------|----------------------------|---------------------------------|--|
| 54  | 32 | Cisco WS-C3560            | 91448605             |   | CAT1019R1MF                   | Onsite Maintenance   |                    | Bldg6/Cap Complex         | Edge 3560                  |                                 |  |
| 55  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 56  | 33 | Cisco WS-C3560            | 91448605             |   | FOC1249W4CC                   | Onsite Maintenance   |                    | Capitol                   | Capitol 3560               |                                 |  |
| 57  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 58  | 34 | Cisco WS-C3560            | 91448604             |   | FDO1215Y1YH                   | Onsite Maintenance   |                    | Capitol                   | Capitol Edge Spare         |                                 |  |
| 59  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 60  | 35 | Cisco WS-C4507R-E         | 92282228             |   | FOX1446H2CM                   | Onsite Maintenance   |                    | Capitol                   | Capitol Bldg6 Edge 4507R-E |                                 |  |
| 61  | 36 | WS-X4648-RJ45-E           | 92282228             |   | JAE150206NY                   | within above chassis | Onsite Maintenance | Capitol                   |                            |                                 |  |
| 62  | 37 | WS-X45-SUP6-E             | 92282228             |   | JAE150304L2                   | within above chassis | Onsite Maintenance | Capitol                   |                            |                                 |  |
| 63  | 38 | WS-X45-SUP6-E             | 92282228             |   | JAE150304HO                   | within above chassis | Onsite Maintenance | Capitol                   |                            |                                 |  |
| 64  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 65  | 39 | AIR-CT5508-K9             | 92282228             |   | FCW1452L0Q8                   | Onsite Maintenance   |                    | Capitol                   | Capitol WLC 5508           |                                 |  |
| 66  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 67  |    | <b>Commodity Line 2</b>   |                      |   |                               |                      |                    | <b>2008/2012 Quarrier</b> |                            |                                 |  |
| 68  | 40 | Cisco WS-C3560            | 91448605             |   | FDO1442X2ET                   | Onsite Maintenance   |                    | 2012 Quarrier St          | 2012Q 3560                 |                                 |  |
| 69  |    |                           |                      |   |                               |                      |                    | Charleston, WV 25311      |                            |                                 |  |
| 70  | 41 | Cisco WS-C3560            | 91448605             |   | FOC1249W4CD                   | Onsite Maintenance   |                    | 2008 Quarrier St          | 2008Q 3560                 |                                 |  |
| 71  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 72  |    |                           |                      | <b>Exhibit A - Equipment Listing &amp; Location</b> |                               |                      |                    |                           |                            |                                 |  |
| 73  |    | <b>Manufacturer/Model</b> | <b>Curr. Cont. #</b> | <b>Proposed #</b>                                   | <b>Serial Number/Comments</b> |                      |                    | <b>Location</b>           | <b>Device Name</b>         | <b>Coverage Avail</b>           |  |
| 74  |    | <b>Commodity Line 3</b>   |                      |   |                               |                      |                    | <b>Kanawha City (KC)</b>  |                            |                                 |  |
| 75  | 42 | Cisco WS-3560-8PC         | None                 |   | FOC13230V2Y3                  | Onsite Maintenance   |                    | 7300 MacCorkle Ave SE     | KC Vault 3560-8 POE        | invalid SN, last day of attachm |  |
| 76  |    |                           |                      |   |                               |                      |                    | Charleston, WV 25304      |                            |                                 |  |
| 77  | 43 | Cisco WS-C3560            | 91448604             |   | FOC1249W4VB                   | Onsite Maintenance   |                    | KC                        | KC Server 3560g            |                                 |  |
| 78  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 79  | 44 | Cisco WS-C3560            | 91448604             |   | FOC1249W4W6                   | Onsite Maintenance   |                    | KC                        | KC Front 3560g             |                                 |  |
| 80  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 81  | 45 | Cisco WS-C3560            | 91448604             |   | CAT1019R1JA                   | Onsite Maintenance   |                    | KC                        | KC Server 3560             |                                 |  |
| 82  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 83  | 46 | Cisco WS-C4507R           | 92282228             |   | FOX074707OV                   | Onsite Maintenance   |                    | KC                        | KC Core 4507R              |                                 |  |
| 84  | 47 | Cisco WS-X4515            | 92282228             |   | JAE07480RDL                   | within above chassis | Onsite Maintenance | KC                        |                            |                                 |  |
| 85  | 48 | Cisco WS-X4515            | 92282228             |   | JAE07470GPY                   | within above chassis | Onsite Maintenance | KC                        |                            |                                 |  |
| 86  | 49 | Cisco WS-X4148-RJ45V      | None                 |   | JAE07500V5Z                   | within above chassis | Onsite Maintenance | KC                        |                            | end of support 1/31/12          |  |
| 87  | 50 | Cisco WS-X4424-GB-RJ45    | 92282228             |   | JAB07420687                   | within above chassis | Onsite Maintenance | KC                        |                            |                                 |  |
| 88  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 89  |    | <b>Commodity Line 4</b>   |                      |   |                               |                      |                    | <b>Flatwoods, WV</b>      |                            |                                 |  |
| 90  | 51 | Cisco CSCO3845            | 92282228             |   | FTX1329AHB4                   | Onsite Maintenance   |                    | Flatwoods                 | Flatwoods 3845 Router      |                                 |  |
| 91  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 92  | 52 | Cisco CSCO3845-MB         | None                 |   | FOC13223RDZ                   | within above chassis |                    | Flatwoods                 |                            |                                 |  |
| 93  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 94  | 53 | Cisco WS-C3560            | 91448604             |   | FOC1249W4ACK                  | Onsite Maintenance   |                    | Flatwoods                 | Flatwoods 3560 Device      |                                 |  |
| 95  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 96  | 54 | Cisco WS-C3560            | 91448604             |   | FDO1425K1LF                   | Onsite Maintenance   |                    | Flatwoods                 | Flatwoods 3560 Core        |                                 |  |
| 97  |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 98  |    | <b>Commodity Line 5</b>   |                      |   |                               |                      |                    | <b>Beckley</b>            |                            |                                 |  |
| 99  | 55 | Cisco WS-C3560            | 91448604             |   | FDO1145Z6QE                   | Onsite Maintenance   |                    | 200 Main St.              | Beckley 3560               |                                 |  |
| 100 |    |                           |                      |   |                               |                      |                    | Beckley, WV 25081         |                            |                                 |  |
| 101 |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 102 |    | <b>Commodity Line 6</b>   |                      |   |                               |                      |                    | <b>Players Club (PC)</b>  |                            |                                 |  |
| 103 | 56 | Cisco WS-C4507R           | 92282228             |   | FOX074706XD                   | Onsite Maintenance   |                    | One Players Club Dr       | PC Core 4507R              |                                 |  |
| 104 |    |                           |                      |   |                               |                      |                    | Charleston, WV 25311      |                            |                                 |  |
| 105 | 57 | Cisco WS-X4515            | 92282228             |   | JAE07480RH4                   | within above chassis | Onsite Maintenance | PC                        |                            |                                 |  |
| 106 |    |                           |                      |   |                               |                      |                    |                           |                            |                                 |  |
| 107 |    |                           |                      | <b>Exhibit A - Equipment Listing &amp; Location</b> |                               |                      |                    |                           |                            |                                 |  |





**Quote Header:**

**Quote Level Title/Description:**  
STO150000003 AmmendmentNo2

**Account Manager**

SANDRA HAWKINS  
304/356-3395

**Customer Name**

STATE OF WEST VIRGINIA

**Quote #**

1-11X52BS

**Revision**

2

**SE**

ROBYN RAYBURN

**Primary Transport Service**

**Currency**

USD

**Quote Date**

09/30/2014

**Equipment & Services by Site:**

**Site Level Title/Description:**

**Maintenance Payment Option:**

Prepaid

**Site ID: 1-11ZDQVW**

**SITE NAME:MACCORKLE**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:**

Verizon Network Integration Corporation

**Verizon Country:**

USA

**Site Address:**

WV DEPT. OF TREASURY  
7300 MACCORKLE AVENUE SE  
ATTN: JIM MCMILLION  
CHARLESTON,WV,25304  
USA

**Bill To:**

WV DEPT. OF TREASURY  
7300 MACCORKLE AVENUE SE  
ATTN: JIM MCMILLION  
CHARLESTON,WV,25304  
USA

**Ship To:**

WV DEPT. OF TREASURY  
7300 MACCORKLE AVENUE SE  
ATTN: JIM MCMILLION  
CHARLESTON,WV,25304  
USA

| Part Number  | Description                 | Qty | Unit Sale Price | Extended Sales Price |
|--|-----------------------------|-----|-----------------|----------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 12<br>10/1/14-9/30/15; FOC1249W4VB, FOC1249W4W6; OSP | SMARTNET VENDOR MAINTENANCE | 1   |                 | \$2,244.02           |
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 10<br>10/1/14-7/31/15; CAT1019R1JA, FOX0747070V; OSP | SMARTNET VENDOR MAINTENANCE | 1   |                 | \$4,685.09           |
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 12<br>10/1/14-9/30/15; FOC1541V0YF; OSP              | SMARTNET VENDOR MAINTENANCE | 1   |                 | \$149.48             |

**Additional Notes:**

| Site | Description |
|------|-------------|
|------|-------------|

**Site 1-11ZDQVW Sub Totals**

|                            |            |
|----------------------------|------------|
| Equipment:                 | \$0.00     |
| Labor:                     | \$0.00     |
| Maintenance:               | \$7,078.59 |
| Other:                     | \$0.00     |
| Trade In:                  | \$0.00     |
| Site Total:                | \$7,078.59 |
| Shipping & Handling Total: | \$0.00     |



**Site Level Title/Description:**

**Maintenance Payment Option:**

Prepaid

**Site ID: 1-11ZDQVS**

**SITE NAME:715 3RD**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:**

Verizon Network Integration Corporation

**Verizon Country:**

USA

**Site Address:**

715 3RD AVE.  
HUNTINGTON,WV,25701  
USA

**Bill To:**

1900 KANAWHA BLVD EAST  
CHARLESTON,WV,25305  
USA

**Ship To:**

715 3RD AVE.  
HUNTINGTON,WV,25701  
USA

| <u>Part Number</u>  | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|---|-----------------------------|------------|------------------------|-----------------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 10<br>10/1/14-7/31/15; FDO1252X5MD; OSP | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$337.93                    |
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 12<br>10/1/14-9/30/15; FTX130883TZ; OSP | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$645.09                    |

**Additional Notes:**

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

**Site 1-11ZDQVS Sub Totals**

|                            |          |
|----------------------------|----------|
| Equipment:                 | \$0.00   |
| Labor:                     | \$0.00   |
| Maintenance:               | \$983.02 |
| Other:                     | \$0.00   |
| Trade In:                  | \$0.00   |
| Site Total:                | 983.02   |
| Shipping & Handling Total: | \$0.00   |

**Site Level Title/Description:**

**Maintenance Payment Option:**

Prepaid

**Site ID: 1-11ZDQVO**

**SITE NAME:2012 QUARRIER**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:**

Verizon Network Integration Corporation

**Verizon Country:**

USA

**Site Address:**

2012 QUARRIER ST.  
CHARLESTON,WV,25311  
USA

**Bill To:**

1900 KANAWHA BLVD EAST  
CHARLESTON,WV,25305  
USA

**Ship To:**

2012 QUARRIER ST.  
CHARLESTON,WV,25311  
USA



**Site Level Title/Description:** **Maintenance Payment Option:** Prepaid

**Site ID: 1-11ZDQVO** **SITE NAME:2012 QUARRIER**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:** **Verizon Country:**

Verizon Network Integration Corporation

USA

| <u>Part Number</u>                                     | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|--|-----------------------------|------------|------------------------|-----------------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 10 | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$578.78                    |
| 10/1/14-7/31/15; FDO1442X2ET; OSP                      |                             |            |                        |                             |

**Additional Notes:**

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

**Site 1-11ZDQVO Sub Totals**

|                                       |          |
|---------------------------------------|----------|
| <b>Equipment:</b>                     | \$0.00   |
| <b>Labor:</b>                         | \$0.00   |
| <b>Maintenance:</b>                   | \$578.78 |
| <b>Other:</b>                         | \$0.00   |
| <b>Trade In:</b>                      | \$0.00   |
| <b>Site Total:</b>                    | 578.78   |
| <b>Shipping &amp; Handling Total:</b> | \$0.00   |

**Site Level Title/Description:** **Maintenance Payment Option:** Prepaid

**Site ID: 1-11ZDQVK** **SITE NAME:2008 QUARRIER**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:** **Verizon Country:**

Verizon Network Integration Corporation

USA

**Site Address:**

2008 QUARRIER ST.  
CHARLESTON,WV,25311  
USA

**Bill To:**

1900 KANAWHA BLVD EAST  
CHARLESTON,WV,25305  
USA

**Ship To:**

2008 QUARRIER ST.  
CHARLESTON,WV,25311  
USA

| <u>Part Number</u>                                     | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|--|-----------------------------|------------|------------------------|-----------------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 12 | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$1,122.01                  |
| 10/1/14-9/30/15; FOC1249W4CD; OSP                      |                             |            |                        |                             |

**Additional Notes:**

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

**Site 1-11ZDQVK Sub Totals**

All pricing is valid until:11/14/2014  
Quotes are exclusive of Taxes

Verizon proprietary information

The equipment listed on this quote is solely for domestic use in the United States  
Contracting entities and Exchange Rate rules will be as defined in the contractual agreement

Equipment: \$0.00  
 Labor: \$0.00  
 Maintenance: \$1,122.01  
 Other: \$0.00  
 Trade In: \$0.00  
 Site Total: \$1,122.01  
 Shipping & Handling Total: \$0.00

**Site Level Title/Description:** Maintenance Payment Option: Prepaid

**Site ID: 1-11ZDQVG** **SITE NAME:2001 MAIN**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:** Verizon Network Integration Corporation  
**Verizon Country:** USA

**Site Address:** 2001 MAIN ST.  
 WHEELING,WV,26003  
 USA  
**Bill To:** 1900 KANAWHA BLVD EAST  
 CHARLESTON,WV,25305  
 USA  
**Ship To:** 2001 MAIN ST.  
 WHEELING,WV,26003  
 USA

| <u>Part Number</u>  | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|---|-----------------------------|------------|------------------------|-----------------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 12<br>10/1/14-9/30/15; FTX133882GM; OSP | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$645.09                    |
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 10<br>10/1/14-7/31/15; FDO1335X1HP; OSP | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$337.93                    |

**Additional Notes:**

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

**Site 1-11ZDQVG Sub Totals**

Equipment: \$0.00  
 Labor: \$0.00  
 Maintenance: \$983.02  
 Other: \$0.00  
 Trade In: \$0.00  
 Site Total: 983.02  
 Shipping & Handling Total: \$0.00





**Site Level Title/Description:**

**Maintenance Payment Option:**

Prepaid

**Site ID: 1-11ZDQVC**

**SITE NAME:200 MAIN**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:**

Verizon Network Integration Corporation

**Verizon Country:**

USA

**Site Address:**

200 MAIN ST.  
BECKLEY,WV,25801  
USA

**Bill To:**

1900 KANAWHA BLVD EAST  
CHARLESTON,WV,25305  
USA

**Ship To:**

200 MAIN ST.  
BECKLEY,WV,25801  
USA

| <u>Part Number</u>  | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|---|-----------------------------|------------|------------------------|-----------------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 10<br>10/1/14-7/31/15; FDO1145Z6QE; OSP | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$337.93                    |

**Additional Notes:**

**Site Description**

**Site 1-11ZDQVC Sub Totals**

|                                       |          |
|---------------------------------------|----------|
| <b>Equipment:</b>                     | \$0.00   |
| <b>Labor:</b>                         | \$0.00   |
| <b>Maintenance:</b>                   | \$337.93 |
| <b>Other:</b>                         | \$0.00   |
| <b>Trade In:</b>                      | \$0.00   |
| <b>Site Total:</b>                    | 337.93   |
| <b>Shipping &amp; Handling Total:</b> | \$0.00   |

**Site Level Title/Description:**

**Maintenance Payment Option:**

Prepaid

**Site ID: 1-11ZDQV8**

**SITE NAME:CAPITOL**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:**

Verizon Network Integration Corporation

**Verizon Country:**

USA

**Site Address:**

1900 KANAWHA BLVD EAST  
CHARLESTON,WV,25305  
USA

**Bill To:**

1900 KANAWHA BLVD EAST  
CHARLESTON,WV,25305  
USA

**Ship To:**

1900 KANAWHA BLVD EAST  
CHARLESTON,WV,25305  
USA

| <u>Part Number</u>  | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|---|-----------------------------|------------|------------------------|-----------------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 12<br>10/1/14-9/30/15; FTX1009C0BP, JMX1051K14T, JAF10481131, | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$28,801.22                 |

**Quote #1-11X52BS**

All pricing is valid until:11/14/2014

Quotes are exclusive of Taxes

Verizon proprietary information

The equipment listed on this quote is solely for domestic use in the United States

Contracting entities and Exchange Rate rules will be as defined in the contractual agreement



**Site Level Title/Description:** **Maintenance Payment Option:** Prepaid

**Site ID:** 1-11ZDQV8 **SITE NAME:**CAPITOL

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:** **Verizon Country:**

Verizon Network Integration Corporation USA

| <u>Part Number</u>  | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|---|-----------------------------|------------|------------------------|-----------------------------|
| JMX1051K14X, JAF10481104, FOC1249W4CK, FOC1249W4CC, FTX1329AHB4, FCW1452L0Q8, FOX1446H2CM, FTX0932A36S, FTX1009C0BQ; OSP, SU1 |                             |            |                        |                             |
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 10  | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$1,731.91                  |
| 10/1/14-7/31/15; CAT1019R1MF, FDO1215Y1YH, CAT0920K084, FDO1425K1LF; OSP  |                             |            |                        |                             |

**Additional Notes:**

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

**Site 1-11ZDQV8 Sub Totals**

|                                       |             |
|---------------------------------------|-------------|
| <b>Equipment:</b>                     | \$0.00      |
| <b>Labor:</b>                         | \$0.00      |
| <b>Maintenance:</b>                   | \$30,533.13 |
| <b>Other:</b>                         | \$0.00      |
| <b>Trade In:</b>                      | \$0.00      |
| <b>Site Total:</b>                    | \$30,533.13 |
| <b>Shipping &amp; Handling Total:</b> | \$0.00      |

**Site Level Title/Description:** **Maintenance Payment Option:** Prepaid

**Site ID:** 1-11ZDQV3 **SITE NAME:**PLAYERS CLUB

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:** **Verizon Country:**

Verizon Network Integration Corporation USA

**Site Address:** **Bill To:** **Ship To:**  
 1 PLAYERS CLUB DR. 1900 KANAWHA BLVD. E. 1 PLAYERS CLUB DR.  
 CHARLESTON,WV,25311 CHARLESTON,WV,25305 CHARLESTON,WV,25311  
 USA USA USA

| <u>Part Number</u>                                     | <u>Description</u>          | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|--|-----------------------------|------------|------------------------|-----------------------------|
| VENDORMTC-SMARTNET-MZ<br>Maintenance Term (Months): 12 | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$2,014.46                  |
| 10/1/14-9/30/15; FOC1004Z6A5, FTX1008C304; OSP         |                             |            |                        |                             |
| VENDORMTC-SMARTNET-MZ                                  | SMARTNET VENDOR MAINTENANCE | 1          |                        | \$4,685.09                  |

**Quote #**1-11X52BS

All pricing is valid until:11/14/2014  
 Quotes are exclusive of Taxes

Verizon proprietary information

The equipment listed on this quote is solely for domestic use in the United States  
 Contracting entities and Exchange Rate rules will be as defined in the contractual agreement



**Site Level Title/Description:**

**Maintenance Payment Option:**

Prepaid

**Site ID: 1-11ZDQV3**

**SITE NAME:PLAYERS CLUB**

**CPE and Related Services for this Site will be provided by:**

**Verizon Entity:**

**Verizon Country:**

Verizon Network Integration Corporation

USA

| <u>Part Number</u> | <u>Description</u> | <u>Qty</u> | <u>Unit Sale Price</u> | <u>Extended Sales Price</u> |
|--------------------|--------------------|------------|------------------------|-----------------------------|
|--------------------|--------------------|------------|------------------------|-----------------------------|

Maintenance Term (Months): 10

10/1/14-7/31/15; FOX074706XD, CAT1003R08M; OSP

**Additional Notes:**

| <u>Site</u> | <u>Description</u> |
|-------------|--------------------|
|-------------|--------------------|

**Site 1-11ZDQV3 Sub Totals**

|                                       |            |
|---------------------------------------|------------|
| <b>Equipment:</b>                     | \$0.00     |
| <b>Labor:</b>                         | \$0.00     |
| <b>Maintenance:</b>                   | \$6,699.55 |
| <b>Other:</b>                         | \$0.00     |
| <b>Trade In:</b>                      | \$0.00     |
| <b>Site Total:</b>                    | \$6,699.55 |
| <b>Shipping &amp; Handling Total:</b> | \$0.00     |

**Total Extended Sales Price**

|                                       |             |
|---------------------------------------|-------------|
| <b>Equipment:</b>                     | \$0.00      |
| <b>Labor:</b>                         | \$0.00      |
| <b>Maintenance:</b>                   | \$48,316.03 |
| <b>Other:</b>                         | \$0.00      |
| <b>Trade In:</b>                      | \$0.00      |
| <b>GrandTotal:</b>                    | \$48,316.03 |
| <b>Shipping &amp; Handling Total:</b> | \$0.00      |

*\*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.*

|    | A      | B          | C             | D                  | E  | F            | G           | L                |
|----|--------|------------|---------------|--------------------|--|--------------|-------------|------------------|
| 1  |        |            | 1-11X52BS_2   |                    |  |              |             |                  |
| 2  |        |            |               |                    |  |              |             |                  |
| 3  | LINE   | INSTANCE N | SERIAL NUMBER | PRODUCT NUMBER     | PRODUCT DESCRIPTION  | BEGIN DATE(I | END DATE(D  | SERVICE SKU      |
| 4  | 109    | 269241193  | FTX1009C0BP   | CISCO3845-AC-IP    | ^3845 w/AC+POE,2GE,1SFP, 4 NME, 4HWIC, IP Base,128F/512D     | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-3845ACIP |
| 5  | 109.1  | 269241200  |               | 3845 NET MODS      | 3800 Network Module Options                                  | 01-Oct-2014  | 30-Sep-2015 |                  |
| 6  | 109.10 | 269241316  |               | C3845-PS-BLANK     | Cisco 3845 Power Supply blank panel                          | 01-Oct-2014  | 30-Sep-2015 |                  |
| 7  | 109.11 | 269241326  | FOC10050R5H   | CISCO3845-MB       | ^Cisco 3845 motherboard                                      | 01-Oct-2014  | 30-Sep-2015 |                  |
| 8  | 109.12 | 269241334  |               | PWR-3845-AC-IP     | Cisco 3845 AC-IP factory upgrade option power supply         | 01-Oct-2014  | 30-Sep-2015 |                  |
| 9  | 109.2  | 269241224  |               | MEM3800-256U512D   | 256 to 512MB DRAM (single DIMM) Factory upgrade for 3800     | 01-Oct-2014  | 30-Sep-2015 |                  |
| 10 | 109.3  | 269241236  |               | MEM3800-64U128CF   | 64 to 128 MB CF Factory Upgrade for Cisco 3800 Series        | 01-Oct-2014  | 30-Sep-2015 |                  |
| 11 | 109.4  | 269241252  | FOC10063KAZ   | NM-1T3/E3          | One port T3/E3 network module                                | 01-Oct-2014  | 30-Sep-2015 |                  |
| 12 | 109.5  | 269241258  |               | EXPAND BLANKS      | Expand blank panel options                                   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 13 | 109.6  | 269241265  |               | EXPAND 3845        | 3845 Generic Expand Options                                  | 01-Oct-2014  | 30-Sep-2015 |                  |
| 14 | 109.7  | 269241279  |               | WIC-BLANK-PANEL    | Blank WAN Interface Card Panel                               | 01-Oct-2014  | 30-Sep-2015 |                  |
| 15 | 109.8  | 269241294  |               | ROUTER-SDM         | Device manager for routers                                   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 16 | 109.9  | 269241304  |               | NM-28/38BLNK-PANEL | Cisco 2800 and 3800 Series Blank network module panel        | 01-Oct-2014  | 30-Sep-2015 |                  |
| 17 | 123    | 279502300  | CAT1019R1JA   | WS-C3560-48PS-S    | ^Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image               | 01-Oct-2014  | 31-Jul-2015 | CON-OSP-356048PS |
| 18 | 124    | 279951960  | CAT1019R1MF   | WS-C3560-48PS-S    | ^Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image               | 01-Oct-2014  | 31-Jul-2015 | CON-OSP-356048PS |
| 19 | 125    | 309862600  | JMX1051K14T   | ASA5520-AIP20-K9   | ASA 5520 Appliance w/ AIP-SSM-20, SW, HA, 4GE+1FE, 3DES/AES  | 01-Oct-2014  | 30-Sep-2015 | CON-SU1-AS2A20K9 |
| 20 | 125.1  | 309862607  |               | SF-ASA-7.2-K8      | ASA 5500 Series Software v7.2                                | 01-Oct-2014  | 30-Sep-2015 |                  |
| 21 | 125.2  | 309862619  |               | ASA-VPN-CLNT-K9    | Cisco VPN Client Software (Windows, Solaris, Linux, Mac)     | 01-Oct-2014  | 30-Sep-2015 |                  |
| 22 | 125.3  | 309862626  | JAF10481131   | ASA-AIP-20-INC-K9  | ASA 5500 AIP Security Services Module-20 included w/ bundles | 01-Oct-2014  | 30-Sep-2015 | CON-SU1-ASAINC20 |
| 23 | 125.4  | 309862639  |               | ASA5500-ENCR-K9    | ASA 5500 Strong Encryption License (3DES/AES)                | 01-Oct-2014  | 30-Sep-2015 |                  |
| 24 | 125.5  | 309862656  |               | SF-ASA-AIP-5.1-K9  | ASA 5500 Series AIP Software 5.1 for Security Service Module | 01-Oct-2014  | 30-Sep-2015 |                  |
| 25 | 125.6  | 309862665  |               | ASA5500-SW-SVC-K9  | ASA 5500 Series SSL VPN Client Software (7.x Only)           | 01-Oct-2014  | 30-Sep-2015 |                  |
| 26 | 125.7  | 309862676  |               | ASA5500-SW-CSD-K9  | ASA 5500 Series Secure Desktop Software                      | 01-Oct-2014  | 30-Sep-2015 |                  |
| 27 | 125.8  | 309862690  |               | ASA5520-VPN-PL     | ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)          | 01-Oct-2014  | 30-Sep-2015 |                  |
| 28 | 134    | 309865904  | JMX1051K14X   | ASA5520-AIP20-K9   | ASA 5520 Appliance w/ AIP-SSM-20, SW, HA, 4GE+1FE, 3DES/AES  | 01-Oct-2014  | 30-Sep-2015 | CON-SU1-AS2A20K9 |
| 29 | 134.1  | 309865908  |               | SF-ASA-7.2-K8      | ASA 5500 Series Software v7.2                                | 01-Oct-2014  | 30-Sep-2015 |                  |
| 30 | 134.2  | 309865916  |               | ASA-VPN-CLNT-K9    | Cisco VPN Client Software (Windows, Solaris, Linux, Mac)     | 01-Oct-2014  | 30-Sep-2015 |                  |
| 31 | 134.3  | 309865922  | JAF10481104   | ASA-AIP-20-INC-K9  | ASA 5500 AIP Security Services Module-20 included w/ bundles | 01-Oct-2014  | 30-Sep-2015 | CON-SU1-ASAINC20 |
| 32 | 134.4  | 309865927  |               | ASA5500-ENCR-K9    | ASA 5500 Strong Encryption License (3DES/AES)                | 01-Oct-2014  | 30-Sep-2015 |                  |
| 33 | 134.5  | 309865931  |               | SF-ASA-AIP-5.1-K9  | ASA 5500 Series AIP Software 5.1 for Security Service Module | 01-Oct-2014  | 30-Sep-2015 |                  |
| 34 | 134.6  | 309865937  |               | ASA5500-SW-SVC-K9  | ASA 5500 Series SSL VPN Client Software (7.x Only)           | 01-Oct-2014  | 30-Sep-2015 |                  |
| 35 | 134.7  | 309865943  |               | ASA5500-SW-CSD-K9  | ASA 5500 Series Secure Desktop Software                      | 01-Oct-2014  | 30-Sep-2015 |                  |
| 36 | 134.8  | 309865947  |               | ASA5520-VPN-PL     | ASA 5520 VPN Plus 750 IPsec User License (7.0 Only)          | 01-Oct-2014  | 30-Sep-2015 |                  |
| 37 | 143    | 365609689  | FDO1145Z6QE   | WS-C3560-24PS-S    | ^Catalyst 3560 24 10/100 PoE + 2 SFP + IPB Image             | 01-Oct-2014  | 31-Jul-2015 | CON-OSP-356024PS |
| 38 | 144    | 404889995  | FDO1215Y1YH   | WS-C3560-24TS-E    | ^Catalyst 3560 24 10/100 + 2 SFP + IPS Image                 | 01-Oct-2014  | 31-Jul-2015 | CON-OSP-356024TE |
| 39 | 145    | 439053909  | FOC1249W4VB   | WS-C3560G-48PS-S   | Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image        | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-3560G48S |
| 40 | 145.1  | 439053914  |               | CAB-16AWG-AC       | AC Power cord, 16AWG   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 41 | 147    | 439053923  | FOC1249W4CK   | WS-C3560G-48PS-S   | Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image        | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-3560G48S |
| 42 | 147.1  | 439053927  |               | CAB-16AWG-AC       | AC Power cord, 16AWG   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 43 | 149    | 439053938  | FOC1249W4CD   | WS-C3560G-48PS-S   | Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image        | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-3560G48S |
| 44 | 149.1  | 439053942  |               | CAB-16AWG-AC       | AC Power cord, 16AWG   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 45 | 151    | 439053948  | FOC1249W4CC   | WS-C3560G-48PS-S   | Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image        | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-3560G48S |
| 46 | 151.1  | 439053953  |               | CAB-16AWG-AC       | AC Power cord, 16AWG   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 47 | 153    | 439053964  | FOC1249W4W6   | WS-C3560G-48PS-S   | Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image        | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-3560G48S |
| 48 | 153.1  | 439053971  |               | CAB-16AWG-AC       | AC Power cord, 16AWG   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 49 | 155    | 445659223  | FDO1252X5MD   | WS-C3560-24PS-S    | ^Catalyst 3560 24 10/100 PoE + 2 SFP + IPB Image             | 01-Oct-2014  | 31-Jul-2015 | CON-OSP-356024PS |
| 50 | 156    | 449124449  | FTX130883TZ   | CISCO2801-V/K9     | ^2801 Voice Bundle,PVDM2-8,SP Serv,128F/384D                 | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-C2801VK  |
| 51 | 156.1  | 449124458  |               | WIC-BLANK-PANEL    | Blank WAN Interface Card Panel                               | 01-Oct-2014  | 30-Sep-2015 |                  |
| 52 | 156.2  | 449124477  |               | MEM2801-128U256D   | 128 to 256MB SODIMM DRAM factory upgrade for the Cisco 2801  | 01-Oct-2014  | 30-Sep-2015 |                  |

|     | A      | B         | C           | D                  | E   | F           | G           | L                |
|-----|--------|-----------|-------------|--------------------|---|-------------|-------------|------------------|
| 53  | 156.3  | 449124486 |             | MEM2800-64CF-INC   | 64MB CF default for Cisco 2800 Series                         | 01-Oct-2014 | 30-Sep-2015 |                  |
| 54  | 156.4  | 449124496 | FOC13081MTC | PVDM2-8            | 8-Channel Packet Voice/Fax DSP Module                         | 01-Oct-2014 | 30-Sep-2015 |                  |
| 55  | 156.5  | 449124502 |             | PWR-2801-AC        | Cisco 2801 AC power supply                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 56  | 156.6  | 449124512 |             | ACS-2801-STAN      | Cisco 2801 Standard Accessory Kit                             | 01-Oct-2014 | 30-Sep-2015 |                  |
| 57  | 156.7  | 449124523 |             | S280SPSK9-12403    | Cisco 2801 IOS SP SERVICES                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 58  | 165    | 473947953 | FTX1329AHB4 | CISCO3845          | ^3845 w/AC PWR,2GE,1SFP,4NME,4HWIC, IP Base, 128F/512D        | 01-Oct-2014 | 30-Sep-2015 | CON-OSP-3845     |
| 59  | 165.1  | 473947982 | FOC13231V21 | VVIC2-2MFT-T1/E1   | 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 60  | 165.10 | 473948174 |             | FL-CCME-25         | Feat Lic Communications Manager Express Up To 25 Users        | 01-Oct-2014 | 30-Sep-2015 |                  |
| 61  | 165.11 | 473948216 |             | S384IPVK9-12409T   | Cisco 3845 IP VOICE   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 62  | 165.12 | 473948237 |             | MEM3800-256U512D   | 256 to 512MB DRAM (single DIMM) Factory upgrade for 3800      | 01-Oct-2014 | 30-Sep-2015 |                  |
| 63  | 165.13 | 473948250 |             | MEM3800-64U128CF   | 64 to 128 MB CF Factory Upgrade for Cisco 3800 Series         | 01-Oct-2014 | 30-Sep-2015 |                  |
| 64  | 165.14 | 473948266 |             | EXPAND BLANKS      | Expand blank panel options                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 65  | 165.15 | 473948279 |             | EXPAND 3845        | 3845 Generic Expand Options                                   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 66  | 165.16 | 473948292 |             | WIC-BLANK-PANEL    | Blank WAN Interface Card Panel                                | 01-Oct-2014 | 30-Sep-2015 |                  |
| 67  | 165.17 | 473948305 |             | PWR-3845-AC        | Cisco 3845 AC power supply                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 68  | 165.18 | 473948318 |             | NM-28/38BLNK-PANEL | Cisco 2800 and 3800 Series Blank network module panel         | 01-Oct-2014 | 30-Sep-2015 |                  |
| 69  | 165.19 | 473948330 | FOC13223RDZ | CISCO3845-MB       | ^Cisco 3845 motherboard                                       | 01-Oct-2014 | 30-Sep-2015 |                  |
| 70  | 165.2  | 473948026 |             | SCUE-AIM-3.2       | ^Cisco Unity Express base release - 3.2                       | 01-Oct-2014 | 30-Sep-2015 |                  |
| 71  | 165.21 |           |             | PVDM2 OPTION       | Integrated DSP Options  | 01-Oct-2014 | 30-Sep-2015 |                  |
| 72  | 165.3  | 473948054 |             | 3845 NET MODS      | 3800 Network Module Options                                   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 73  | 165.4  | 473948069 |             | 3845 WIC OPTION    | 3800 HWIC, WIC, VVIC, VIC Options                             | 01-Oct-2014 | 30-Sep-2015 |                  |
| 74  | 165.5  | 473948085 | FOC132706B1 | NM-1T3/E3          | One port T3/E3 network module                                 | 01-Oct-2014 | 30-Sep-2015 |                  |
| 75  | 165.6  | 473948100 | FOC13233AG9 | PVDM2-64           | 64-Channel Packet Voice/Fax DSP Module                        | 01-Oct-2014 | 30-Sep-2015 |                  |
| 76  | 165.7  | 473948116 |             | SCUE-LIC-12CME     | ^Unity Express License 12 Voice Mailbox-Auto Attendant-CCME   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 77  | 165.8  | 473948137 |             | CUE-LANG-ENU       | Cisco Unity Express - North American English                  | 01-Oct-2014 | 30-Sep-2015 |                  |
| 78  | 165.9  | 473948159 | AZS13230NUH | PWR-3845-AC/2      | Cisco3845 redundant AC power supply                           | 01-Oct-2014 | 30-Sep-2015 |                  |
| 79  | 187    | 493717346 | FTX133882GM | CISCO2801-V/K9     | ^2801 Voice Bundle,PVDM2-8,SP Serv, 128F/384D                 | 01-Oct-2014 | 30-Sep-2015 | CON-OSP-C2801VK  |
| 80  | 187.1  | 493717376 |             | WIC-BLANK-PANEL    | Blank WAN Interface Card Panel                                | 01-Oct-2014 | 30-Sep-2015 |                  |
| 81  | 187.2  | 493717404 |             | MEM2801-128U256D   | 128 to 256MB SODIMM DRAM factory upgrade for the Cisco 2801   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 82  | 187.3  | 493717418 |             | MEM2800-64CF-INC   | 64MB CF default for Cisco 2800 Series                         | 01-Oct-2014 | 30-Sep-2015 |                  |
| 83  | 187.4  | 493717433 | FOC1329364D | PVDM2-8            | 8-Channel Packet Voice/Fax DSP Module                         | 01-Oct-2014 | 30-Sep-2015 |                  |
| 84  | 187.5  | 493717460 |             | PWR-2801-AC        | Cisco 2801 AC power supply                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 85  | 187.6  | 493717475 |             | ACS-2801-STAN      | Cisco 2801 Standard Accessory Kit                             | 01-Oct-2014 | 30-Sep-2015 |                  |
| 86  | 187.7  | 493717491 |             | S280SPSK9-12415T   | Cisco 2801 IOS SP SERVICES                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 87  | 196    | 494664778 | FDO1335X1HP | WS-C3560-24PS-S    | ^Catalyst 3560 24 10/100 PoE + 2 SFP + IPB Image              | 01-Oct-2014 | 31-Jul-2015 | CON-OSP-356024PS |
| 88  | 197    | 526449205 | CAT0920K084 | WS-C3560-24TS-E    | ^Catalyst 3560 24 10/100 + 2 SFP + IPS Image                  | 01-Oct-2014 | 31-Jul-2015 | CON-OSP-356024TE |
| 89  | 198    | 547671983 | FDO1425K1LF | WS-C3560-24TS-S    | ^Catalyst 3560 24 10/100 + 2 SFP IPB Image                    | 01-Oct-2014 | 31-Jul-2015 | CON-OSP-356024TS |
| 90  | 199    | 576020768 | FDO1442X2ET | WS-C3560-48PS-S    | ^Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image                | 01-Oct-2014 | 31-Jul-2015 | CON-OSP-356048PS |
| 91  | 200    | 592338450 | FCW1452L0Q8 | AIR-CT5508-25-K9   | Cisco 5508 Series Wireless Controller for up to 25 APs        | 01-Oct-2014 | 30-Sep-2015 | CON-OSP-CT0825   |
| 92  | 200.1  | 592338478 |             | AIR-PWR-5500-AC    | Cisco 5500 Series Wireless Controller Redundant Power Supply  | 01-Oct-2014 | 30-Sep-2015 |                  |
| 93  | 200.2  | 592338492 |             | SWC5500K9-70       | Cisco Unified Wireless Controller SW Release 7.0              | 01-Oct-2014 | 30-Sep-2015 |                  |
| 94  | 200.3  | 592338505 |             | AIR-PWR-CORD-NA    | AIR Line Cord North America                                   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 95  | 200.4  | 592338515 |             | LIC-CT5508-25      | 25 AP Base license  | 01-Oct-2014 | 30-Sep-2015 |                  |
| 96  | 200.5  | 592338522 |             | LIC-CT5508-BASE    | Base Software License   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 97  | 200.6  | 592369605 |             | AIR-PWR-CORD-NA    | AIR Line Cord North America                                   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 98  | 207    | 594327690 | FOX1446H2CM | WS-C4507R-E        | ^Cat4500 E-Series 7-Slot Chassis, fan, no ps, Red Sup Capable | 01-Oct-2014 | 30-Sep-2015 | CON-OSP-C4507RE  |
| 99  | 207.1  | 594327700 | JAE150206NY | WS-X4648-RJ45-E    | Catalyst 4500 E-Series 48-Port 10/100/1000 (RJ45)             | 01-Oct-2014 | 30-Sep-2015 |                  |
| 100 | 207.10 | 594327730 | FNS145221SV | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 101 | 207.11 | 594327733 | JAE150304HO | WS-X45-SUP6-E/2    | ^Catalyst 45xxR E-Series Sup 6-E, 2x10GE(X2) w/ Twin Gig      | 01-Oct-2014 | 30-Sep-2015 |                  |
| 102 | 207.12 | 594327738 |             | S45EESK9-12254SG   | Cisco CAT4500E IOS ENTERPRISE SERVICES SSH                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 103 | 207.13 | 594327743 | AZS14390ASB | PWR-C45-1000AC     | Catalyst 4500 1000W AC Power Supply (Data Only)               | 01-Oct-2014 | 30-Sep-2015 |                  |
| 104 | 207.14 | 594327747 | AZS14390AS6 | PWR-C45-1000AC/2   | Catalyst 4500 1000W AC Power Supply Redundant(Data Only)      | 01-Oct-2014 | 30-Sep-2015 |                  |

|     | A      | B         | C           | D                  | E   | F           | G           | L                |
|-----|--------|-----------|-------------|--------------------|---|-------------|-------------|------------------|
| 105 | 207.15 | 594327749 |             | CAB-US515-C15-US   | NEMA 5-15 to IEC-C15 8ft US                                   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 106 | 207.16 | 594327752 |             | C4K-SLOT-CVR-E     | Catalyst 4500 E-Series Family Slot Cover                      | 01-Oct-2014 | 30-Sep-2015 |                  |
| 107 | 207.17 | 594327754 | FDO14520U27 | CVR-X2-SFP         | Cisco TwinGig Converter Module                                | 01-Oct-2014 | 30-Sep-2015 |                  |
| 108 | 207.18 | 594327756 | FDO14520TPM | CVR-X2-SFP         | Cisco TwinGig Converter Module                                | 01-Oct-2014 | 30-Sep-2015 |                  |
| 109 | 207.19 | 594327758 | FDO14520TEV | CVR-X2-SFP         | Cisco TwinGig Converter Module                                | 01-Oct-2014 | 30-Sep-2015 |                  |
| 110 | 207.2  | 594327705 | JAE150304L2 | WS-X45-SUP6-E      | ^Catalyst 4500 E-Series Sup 6-E, 2x10GE(X2) w/ Twin Gig       | 01-Oct-2014 | 30-Sep-2015 |                  |
| 111 | 207.20 | 594327759 | FDO14520TGQ | CVR-X2-SFP         | Cisco TwinGig Converter Module                                | 01-Oct-2014 | 30-Sep-2015 |                  |
| 112 | 207.21 | 594417597 |             | CAB-US515-C15-US   | NEMA 5-15 to IEC-C15 8ft US                                   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 113 | 207.22 | 594417598 |             | C4K-SLOT-CVR-E     | Catalyst 4500 E-Series Family Slot Cover                      | 01-Oct-2014 | 30-Sep-2015 |                  |
| 114 | 207.23 | 594417599 |             | C4K-SLOT-CVR-E     | Catalyst 4500 E-Series Family Slot Cover                      | 01-Oct-2014 | 30-Sep-2015 |                  |
| 115 | 207.24 | 594417600 |             | C4K-SLOT-CVR-E     | Catalyst 4500 E-Series Family Slot Cover                      | 01-Oct-2014 | 30-Sep-2015 |                  |
| 116 | 207.3  | 594327711 | FNS145221R5 | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 117 | 207.4  | 594327715 | FNS145221RA | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 118 | 207.5  | 594327718 | FNS145221VV | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 119 | 207.6  | 594327720 | FNS145221PX | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 120 | 207.7  | 594327722 | FNS145221SP | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 121 | 207.8  | 594327724 | FNS145221RD | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 122 | 207.9  | 594327727 | FNS145221VM | GLC-SX-MM          | ^GE SFP, LC connector SX transceiver                          | 01-Oct-2014 | 30-Sep-2015 |                  |
| 123 | 43     | 180143033 | FOX0747070V | WS-C4507R          | ^Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable  | 01-Oct-2014 | 31-Jul-2015 | CON-OSP-WS-C4507 |
| 124 | 43.1   | 180143059 | JAB07420687 | WS-X4424-GB-RJ45   | ^Catalyst 4500 24-port 10/100/1000 Module (RJ45)              | 01-Oct-2014 | 31-Jul-2015 |                  |
| 125 | 43.2   | 180143071 |             | WS-G5484           | 1000BASE-SX Short Wavelength GBIC (Multimode only)            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 126 | 43.3   | 180143082 | JAE07480RDL | WS-X4515           | ^Catalyst 4500 Supervisor IV (2 GE), Console(RJ-45)           | 01-Oct-2014 | 31-Jul-2015 |                  |
| 127 | 43.4   | 180143092 | JAE07470GPY | WS-X4515/2         | ^Catalyst 4507R Redundant Supervisor IV,                      | 01-Oct-2014 | 31-Jul-2015 |                  |
| 128 | 43.5   | 180143106 | SNI0744AA7W | PWR-C45-1300ACV    | Catalyst 4500 1300W AC Power Supply (Data and PoE)            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 129 | 43.6   | 180143116 | SNI0744AA07 | PWR-C45-1300ACV/2  | Catalyst 4500 1300W AC Power Supply (Data and PoE)            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 130 | 43.7   | 180143125 |             | CAB-7513AC         | AC POWER CORD NORTH AMERICA (110V)                            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 131 | 43.8   | 180143134 |             | C4K-SLOT-CVR       | ^Catalyst 4000 Series Blank Slot Cover                        | 01-Oct-2014 | 31-Jul-2015 |                  |
| 132 | 54     | 180143260 | FOX074706XD | WS-C4507R          | ^Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable  | 01-Oct-2014 | 31-Jul-2015 | CON-OSP-WS-C4507 |
| 133 | 54.1   | 180143296 | JAB0742069L | WS-X4424-GB-RJ45   | ^Catalyst 4500 24-port 10/100/1000 Module (RJ45)              | 01-Oct-2014 | 31-Jul-2015 |                  |
| 134 | 54.2   | 180143304 |             | WS-G5484           | 1000BASE-SX Short Wavelength GBIC (Multimode only)            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 135 | 54.3   | 180143317 | JAE07480RH4 | WS-X4515           | ^Catalyst 4500 Supervisor IV (2 GE), Console(RJ-45)           | 01-Oct-2014 | 31-Jul-2015 |                  |
| 136 | 54.4   | 180143326 | JAE07480QC2 | WS-X4515/2         | ^Catalyst 4507R Redundant Supervisor IV,                      | 01-Oct-2014 | 31-Jul-2015 |                  |
| 137 | 54.5   | 180143337 | SNI0744AA1U | PWR-C45-1300ACV    | Catalyst 4500 1300W AC Power Supply (Data and PoE)            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 138 | 54.6   | 180143348 | SNI0744AA22 | PWR-C45-1300ACV/2  | Catalyst 4500 1300W AC Power Supply (Data and PoE)            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 139 | 54.7   | 180143359 |             | CAB-7513AC         | AC POWER CORD NORTH AMERICA (110V)                            | 01-Oct-2014 | 31-Jul-2015 |                  |
| 140 | 54.8   | 180143366 |             | C4K-SLOT-CVR       | ^Catalyst 4000 Series Blank Slot Cover                        | 01-Oct-2014 | 31-Jul-2015 |                  |
| 141 | 54.9   | 267755749 | JAE1004UNPL | WS-X4548-GB-RJ45=  | ^Catalyst 4500 Enhanced 48-Port 10/100/1000 Base-T (RJ-45)    | 01-Oct-2014 | 31-Jul-2015 |                  |
| 142 | 66     | 244069403 | FTX0932A36S | CISCO3845-HSEC/K9  | ^3845 Bund. w/AIM-VPN/SSL-3,Adv. IP Serv,25 SSL lic,128F/512D | 01-Oct-2014 | 30-Sep-2015 | CON-OSP-3845HSEC |
| 143 | 66.1   | 244069414 |             | 3845 PS OPT        | 3845 Power Supply Options                                     | 01-Oct-2014 | 30-Sep-2015 |                  |
| 144 | 66.10  | 244069562 |             | ROUTER-SDM         | Device manager for routers                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 145 | 66.11  | 244069600 |             | MEM3800-256D-INCL  | 256MB SDRAM default memory for 3800                           | 01-Oct-2014 | 30-Sep-2015 |                  |
| 146 | 66.12  | 244069619 |             | S384AISK9-12401    | Cisco 3845 Series IOS ADVANCED IP SERVICES                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 147 | 66.2   | 244069430 |             | PWR-3845-AC        | Cisco 3845 AC power supply                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 148 | 66.3   | 244069445 |             | EXPAND BLANKS      | Expand blank panel options                                    | 01-Oct-2014 | 30-Sep-2015 |                  |
| 149 | 66.4   | 244069460 |             | WIC-BLANK-PANEL    | Blank WAN Interface Card Panel                                | 01-Oct-2014 | 30-Sep-2015 |                  |
| 150 | 66.5   | 244069478 |             | NM-28/38BLNK-PANEL | Cisco 2800 and 3800 Series Blank network module panel         | 01-Oct-2014 | 30-Sep-2015 |                  |
| 151 | 66.6   | 244069493 |             | C3845-PS-BLANK     | Cisco 3845 Power Supply blank panel                           | 01-Oct-2014 | 30-Sep-2015 |                  |
| 152 | 66.7   | 244069510 |             | MEM3800-64CF-INCL  | 64MB Cisco 3800 Compact Flash Memory Default                  | 01-Oct-2014 | 30-Sep-2015 |                  |
| 153 | 66.8   | 244069530 |             | EXPAND 3845        | 3845 Generic Expand Options                                   | 01-Oct-2014 | 30-Sep-2015 |                  |
| 154 | 66.9   | 244069544 | FOC092311UB | CISCO3845-MB       | ^Cisco 3845 motherboard                                       | 01-Oct-2014 | 30-Sep-2015 |                  |
| 155 | 81     | 266980342 | FOC1004Z6A5 | WS-C3560G-48TS-S   | Catalyst 3560 48 10/100/1000T + 4 SFP + IPB Image             | 01-Oct-2014 | 30-Sep-2015 | CON-OSP-356048TS |
| 156 | 82     | 267479462 | CAT1003R08M | WS-C3560-48PS-S    | ^Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image                | 01-Oct-2014 | 31-Jul-2015 | CON-OSP-356048PS |

|     | A     | B          | C             | D                  | E  | F            | G           | L                |
|-----|-------|------------|---------------|--------------------|--|--------------|-------------|------------------|
| 157 | 84    | 268867206  | FTX1008C304   | CISCO2821-V/K9     | 2821 Voice Bundle,PVDM2-32,SP Serv,128F/512D                 | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-C2821VK9 |
| 158 | 84.1  | 268867215  |               | PVDM2-32U64        | ^PVDM2 32-channel to 64-channel factory upgrade              | 01-Oct-2014  | 30-Sep-2015 |                  |
| 159 | 84.10 | 268867299  |               | S28NSPSK9-12403    | Cisco 2800 SP SERVICES                                       | 01-Oct-2014  | 30-Sep-2015 |                  |
| 160 | 84.2  | 268867221  | FOC10044BJG   | VVIC2-2MFT-T1/E1   | 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 161 | 84.3  | 268867230  |               | PVDM2 BUN2821      | Integrated DSP Bundle Upgrade Options                        | 01-Oct-2014  | 30-Sep-2015 |                  |
| 162 | 84.4  | 268867236  |               | WIC-BLANK-PANEL    | Blank WAN Interface Card Panel                               | 01-Oct-2014  | 30-Sep-2015 |                  |
| 163 | 84.5  | 268867245  |               | ROUTER-SDM         | Device manager for routers                                   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 164 | 84.6  | 268867258  |               | MEM2800-256D-INC   | 256MB DDR DRAM Memory factory default for the Cisco 2800     | 01-Oct-2014  | 30-Sep-2015 |                  |
| 165 | 84.7  | 268867269  |               | NM-28/38BLNK-PANEL | Cisco 2800 and 3800 Series Blank network module panel        | 01-Oct-2014  | 30-Sep-2015 |                  |
| 166 | 84.8  | 268867280  |               | PWR-2821-51-AC     | Cisco 2821/51 AC power supply                                | 01-Oct-2014  | 30-Sep-2015 |                  |
| 167 | 84.9  | 268867293  |               | MEM2800-64CF-INC   | 64MB CF default for Cisco 2800 Series                        | 01-Oct-2014  | 30-Sep-2015 |                  |
| 168 | 95    | 269241041  | FTX1009C0BQ   | CISCO3845-AC-IP    | ^3845 w/AC+POE,2GE,1SFP, 4 NME, 4HWIC, IP Base,128F/512D     | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-3845ACIP |
| 169 | 95.1  | 269241058  |               | 3845 NET MODS      | 3800 Network Module Options                                  | 01-Oct-2014  | 30-Sep-2015 |                  |
| 170 | 95.10 | 269241168  |               | C3845-PS-BLANK     | Cisco 3845 Power Supply blank panel                          | 01-Oct-2014  | 30-Sep-2015 |                  |
| 171 | 95.11 | 269241172  | FOC10050R6Z   | CISCO3845-MB       | ^Cisco 3845 motherboard                                      | 01-Oct-2014  | 30-Sep-2015 |                  |
| 172 | 95.12 | 269241181  |               | PWR-3845-AC-IP     | Cisco 3845 AC-IP factory upgrade option power supply         | 01-Oct-2014  | 30-Sep-2015 |                  |
| 173 | 95.2  | 269241087  |               | MEM3800-256U512D   | 256 to 512MB DRAM (single DIMM) Factory upgrade for 3800     | 01-Oct-2014  | 30-Sep-2015 |                  |
| 174 | 95.3  | 269241099  |               | MEM3800-64U128CF   | 64 to 128 MB CF Factory Upgrade for Cisco 3800 Series        | 01-Oct-2014  | 30-Sep-2015 |                  |
| 175 | 95.4  | 269241112  | FOC10063K7R   | NM-1T3/E3          | One port T3/E3 network module                                | 01-Oct-2014  | 30-Sep-2015 |                  |
| 176 | 95.5  | 269241118  |               | EXPAND BLANKS      | Expand blank panel options                                   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 177 | 95.6  | 269241128  |               | EXPAND 3845        | 3845 Generic Expand Options                                  | 01-Oct-2014  | 30-Sep-2015 |                  |
| 178 | 95.7  | 269241138  |               | WIC-BLANK-PANEL    | Blank WAN Interface Card Panel                               | 01-Oct-2014  | 30-Sep-2015 |                  |
| 179 | 95.8  | 269241147  |               | ROUTER-SDM         | Device manager for routers                                   | 01-Oct-2014  | 30-Sep-2015 |                  |
| 180 | 95.9  | 269241159  |               | NM-28/38BLNK-PANEL | Cisco 2800 and 3800 Series Blank network module panel        | 01-Oct-2014  | 30-Sep-2015 |                  |
| 181 |       |            |               |                    |  |              |             |                  |
| 182 | LINE  | INSTANCE N | SERIAL NUMBER | PRODUCT NUMBER     | PRODUCT DESCRIPTION  | BEGIN DATE(I | END DATE(D  | SERVICE SKU      |
| 183 | 2     |            | FOC1541V0YF   | WS-C3560-8PC-S     | ^Catalyst 3560 Compact 8 10/100 PoE + 1 T/SFP; IP Base Image | 01-Oct-2014  | 30-Sep-2015 | CON-OSP-WSC3568  |
| 184 |       |            |               | CAB-AC-RA          |  |              |             |                  |

EXHIBIT B

WEST VIRGINIA STATE TREASURER'S OFFICE

VENDOR LAPTOP AND NETWORK SECURITY AGREEMENT

The Vendor named below hereby acknowledges and agrees as follows:

1. Connection of any laptop to the West Virginia State Treasurer's Office (WVSTO) network requires prior approval. Approval is requested by completing a Network Access Request document and returning to the Primary Contact listed in paragraph 12. Unrecognized laptops on the network are disabled immediately upon discovery (typically by switch port disabling) and the source is investigated. The WVSTO is not liable for loss or damage to unapproved laptops (or the data thereon) by being connected to its network or by being disabled.
2. Efforts to circumvent any network controls (such as Internet filtering) are prohibited.
3. All WVSTO network resources are for WVSTO business purposes only.
4. Use of any network reconnaissance tools without prior approval is prohibited.
5. Network logon accounts for Vendors can be provided for contracted work. These accounts will have expiration dates, which can be extended as needed. VPN access can also be provided.
6. Administrative rights can be provided to Vendors by placing their network logon account or logon account(s) group in the Local Administrators Group of computers affected by the Vendor's scope of work when those computers are joined to the WVSTO domain.
7. Vendors are not afforded domain administrator rights and are prohibited from engaging in activities typically performed by domain administrators, such joining computers to the WVSTO domain, modifying any active directory, extending the schema, or creating or changing DNS entries. In cases where these activities are required, a WVSTO domain administrator will be assigned to work with Vendors to accomplish these tasks.
8. All servers are to use static IP addresses which will be assigned by WVSTO network administrators. Applicable addressing information such as suffix, DNS and WINS will be provided to the Vendor. Computer names and descriptions for servers requiring static IP addresses are to be provided to WVSTO network administrators for documentation purposes.
9. Any server installed into the WVSTO network will have anti-virus software provided by the WVSTO installed as soon as possible. The Vendor should provide any file and folder exclusions that should be applied to the anti-virus software.
10. A phone with a dedicated phone number and voice mail can be provided to Vendors to facilitate an engagement.
11. Typically a WVSTO network administrator is assigned to Vendor projects as a facilitator and liaison for the duration of the project.
12. Primary contact for network access and resources are:

Kin Richardson, Director of Network Operations  
304.341.0727 or 304.341.0700 (WVSTO Help Desk) / [kin.richardson@wvsto.com](mailto:kin.richardson@wvsto.com)

Alternate contact:  
Phil White, Director of Software Applications  
304.341.0759 / [phil.white@wvsto.com](mailto:phil.white@wvsto.com)

I acknowledge receiving these guidelines and agree to comply.

*Verizon Business Network Svc Inc on behalf of*

Vendor Name: Verizon Network Integration Corp

Vendor signature: Marsha K. Harrell

Print name: Marsha K Harrell  
Senior Consultant  
Pricing/Contract Management

Date: 9/24/14



WEST VIRGINIA STATE TREASURER'S OFFICE  
**NETWORK ACCESS REQUEST**

**Date:** \_\_\_\_\_

**Vendor:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_

**To:** (Director of Network Operations)      **Approved:** \_\_\_\_\_

**Name and affiliation of individual to access network:** \_\_\_\_\_

**Computer name of computer to access network:** \_\_\_\_\_

**Name of Workgroup or Domain for computer:** \_\_\_\_\_

**Location where computer to access network will be attached to network:**

\_\_\_\_\_

**Purpose of network access:** \_\_\_\_\_

\_\_\_\_\_

**Name of anti-virus software running on computer to access network (include date of anti-virus definition file, or most recent update):**

\_\_\_\_\_

**Desired beginning and ending dates of network access:**

**Beginning:** \_\_\_\_\_ **Ending:** \_\_\_\_\_

This request may only be submitted by a Director or above. Upon approval, a pass for the dates requested will be issued. To work beyond the requested dates, a written request for an extension must be submitted. All required information must be supplied to process the request. Supplied information about the computer will be verified at the time of initial access. Any computer accessing the network without current, valid authorization will be disconnected immediately, without advance notice.

## 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: September 25, 2014 at 5:00pm

Submit Questions to: Dean Wingerd  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Dean.C.Wingerd@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:** SMARTnet EQUIPMENT MAINTENANCE

**BUYER:** Dean Wingerd

**SOLICITATION NO.:** CRFQ 1300 STO15000000\_\_

**BID OPENING DATE:**

**BID OPENING TIME:**

**FAX NUMBER:**

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 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: **September 30, 2014 at 1:30pm**  
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 UPON AWARD and extends for a period of One Year 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.



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

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

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

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

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

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

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST;** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.



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

Verizon Business Network Svc Inc on behalf of

Verizon Network Integration Corp  
(Company)

Marsha K. Harrell 9/24/14  
(Authorized Signature) (Representative Name, Title)

**Marsha K Harrell**  
Senior Consultant  
Pricing/Contract Management

(304)356-3395 (304)356-3590  
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION  
SMARTnet Equipment Maintenance

---

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV State Treasurer's Office to establish a contract for Cisco SMARTnet, or equal, equipment maintenance and support.
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 Services" means all services which will be required to provide maintenance on all products, parts and related software licenses identified and requested.
  - 2.2 "RFQ" means the official request for quotation published by the Purchasing Division.
  - 2.3 "SMARTnet" means a technical support service offered to IT technicians by Cisco's engineers and their resources, including a TAC, online troubleshooting tools, hardware replacement options, and online access to operating system updates.
  - 2.4 "TAC" means a Technical Access Center provided by Cisco within SMARTnet support offering.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
  - 3.1. Authorized reseller of Cisco products and services.
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1 Provide the Cisco product contract numbers for all items within 45 days of contract/purchase order award date.
      - 4.1.1.1 Failure to provide the contract numbers may be considered a breach of contract and grounds for pursuing cancellation of the contract without penalty to the STO. The STO may pursue recovery of monetary damages due to a loss of service
      - 4.1.1.2 Support shall include 24x365 coverage.
      - 4.1.1.3 Upon review of the equipment/commodity group listed on Exhibit A, Vendor shall designate any equipment/item no longer being

REQUEST FOR QUOTATION  
SMARTnet Equipment Maintenance

---

supported or covered through SMARTnet, or equal, support service.

4.1.2 Maintenance shall include hardware replacement.

4.1.2.1 Support shall only include 'parts replacement service' shipped directly to the STO. Vendor installation services are not required.

4.1.2.2 Hardware replacement shall include 24x7x4hr.

4.1.2.3 Vendor shall provide a written notice if it, through the STO, replaces equipment (via the parts replacement service) with another like item that is not being returned to the STO.

4.1.2.3.a At a minimum, the replacement notice shall include the equipment removal date, part identification/serial number of the replaced item(s) and replacement items, and the in-service date of the replacement item(s).

4.1.3 It is preferred that the STO receive a consolidated invoice with each of the location costs identified as per the attached equipment listing, Exhibit A.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost.

**5.2 Pricing:** Vendor should complete the pricing detail in full for all commodity lines listed as failure to complete in its entirety may result in Vendor's bid being disqualified.

5.2.1 Vendor should enter the information into each commodity line to prevent errors in the evaluation. If an item is no longer going to be supported per section 4.1.1.3 above, please note that information on the affected commodity line, if applicable, or via an attachment with the solicitation response.

5.2.2 Each commodity line provides for a specific location and the associated equipment within that location per Exhibit A and is to be priced accordingly. Example: Commodity line One will be for Charleston – Capitol location and all equipment within that location. Commodity line Two will be for Charleston – 2008/2012 Quarrier location and all equipment within.

**REQUEST FOR QUOTATION  
SMARTnet Equipment Maintenance**

---

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables. At a minimum, performance must be in accordance to Section 4.1.
- 7. PAYMENT:** Agency shall pay for services on a monthly or quarterly basis. Vendor is to invoice the Agency the apportioned amount either monthly or quarterly of the total cost of all equipment covered for all Contract Services performed and accepted under this Contract. Invoice shall include the contract/purchase order number, site location costs and the designated billing/service period of payment request. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures attached hereto as Exhibit B. Exhibit B will be required to be completed and submitted upon Contract award, as applicable.
  - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.
- 10. VENDOR DEFAULT:**
  - 10.1.** The following shall be considered a vendor default under this Contract.
    - 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
    - 10.1.2.** Failure to comply with other specifications and requirements contained herein.
    - 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION  
SMARTnet Equipment Maintenance

---

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Sandra K. Hawkins

**Telephone Number:** 304 356-3395

**Fax Number:** 304 356-3590

**Email Address:** sandra.k.hawkins@verizon.com

# System Agreement

Routing Code: SCPE

This System Agreement ("Agreement"), effective as of the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, is made by and between

|  |  |
|--|--|
| <b>A. Verizon Entity Name ("Verizon"):</b> Verizon Business Network Services Inc. on behalf of<br><br>Verizon Network Integration Corp | <b>B. Customer Name ("Customer")</b><br><br>WV State Tresurers Ofc |
| Address: 4700 MacCorkle Av SE  | Address: Bldg 1 Rm E-145, 1900 Kanawha Blvd E                      |
| City: Charleston      State: WV      Zip Code: 25304   | City: Charleston      State: WV      Zip Code: 25305               |
| Contact Name and Phone Number:<br>Sandra Hawkins 304-356-2295  | Customer Billing Address (if different):                           |
| Quote Number (if applicable) ____  | City:                      State:                      Zip Code:   |
|  | Contact Name and Phone Number:<br>Dean Wingerd 204-558-0468        |

|   |  |
|---|--|
| <p><b>C. Select all applicable options:</b></p> <p><input type="checkbox"/> New System/Service Sale<br/> <input type="checkbox"/> Adds/Upgrade to Existing System<br/> <input type="checkbox"/> Installation Services<br/> <input type="checkbox"/> International Purchase and Sale (Drop Ship)</p> <p><b>VERIZON MAINTENANCE SERVICES</b></p> <p><input type="checkbox"/> IP PBX Supplemental<br/> <input type="checkbox"/> Optical LAN Solutions<br/> <input type="checkbox"/> 8x5 Switch &amp; Phones<br/> <input type="checkbox"/> 8x5 Switch &amp; Proprietary Phones<br/> <input type="checkbox"/> 8x5 Switch Only<br/> <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment<br/> <input type="checkbox"/> 8x5 Nortel Norstar<br/> <input type="checkbox"/> 8x5 NEC Electra Elite<br/> <input type="checkbox"/> 8x5 Business Communication Manager<br/> <input type="checkbox"/> 8x5 Centrex CPE<br/> <input type="checkbox"/> 24x7 Switch &amp; Proprietary Phones<br/> <input type="checkbox"/> 24x7 Switch Only<br/> <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment</p> | <p><b>Verizon Maintenance Services Cont'd.</b></p> <p><input type="checkbox"/> 24x7 Nortel Norstar<br/> <input type="checkbox"/> 24x7 NEC Electra Elite<br/> <input type="checkbox"/> 24x7 Business Communication Manager<br/> <input type="checkbox"/> 24x7 Voice Service Plus<br/> <input type="checkbox"/> 24x7 Centrex CPE</p> <p><input type="checkbox"/> Software Release Subscription (SRS)<br/> <input type="checkbox"/> On-Site Technician<br/> <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period)<br/> <input type="checkbox"/> Other</p> <p><b>Third Party Maintenance Services</b> - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).</p> <p><input type="checkbox"/> Nortel Extended Service<br/> <input checked="" type="checkbox"/> Cisco SMARTnet<br/> <input type="checkbox"/> Other:</p> |
|---|--|

|   |
|---|
| <p><b>D. Payment Options:</b></p> <p><input checked="" type="checkbox"/> Cash Purchase<br/> <input type="checkbox"/> Lease/Financing<br/>             <input type="checkbox"/> Verizon Credit Inc.<br/>             <input type="checkbox"/> Third Party Lease/Financing ____ (must have prior written approval of Verizon)<br/> <input type="checkbox"/> E-Rate/USF Funding Application No. ____<br/> <input type="checkbox"/> Tax Exempt No. ____</p> |
|---|





D. Payment Options:

- Cash Purchase
- Lease/Financing
  - Verizon Credit Inc.
  - Third Party Lease/Financing \_\_\_\_\_ (must have prior written approval of Verizon)
- E-Rate/USF Funding Application No. \_\_\_\_\_
- Tax Exempt No.

E. The total price of the System and/or services being purchased by the Customer is:

|  |                            |
|--|----------------------------|
| Equipment and/or Installation Price                  | \$ _____                   |
| Professional Services Price                          | \$ _____                   |
| Maintenance Service                                  |                            |
| Voice Maintenance Service for _____ Year(s)          | \$ _____                   |
| Third Party Maintenance Service for <u>1</u> Year(s) | \$ <u>48,316.03</u>        |
| Supplemental Warranty Coverage                       | \$ _____                   |
| Applicable taxes (estimated)                         | \$ _____                   |
| <b>TOTAL PRICE</b>                                   | <b>\$ <u>48,316.03</u></b> |

F. Maintenance Service Billing Option:

- Pre-paid Billing: \_\_\_\_\_ years \$ \_\_\_\_\_ (Annual Rate)
  - Deferred Billing (deferred until warranty expiration):
 

|             |          |          |          |          |          |
|-------------|----------|----------|----------|----------|----------|
| _____ years | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
|             | (Year 1) | (Year 2) | (Year 3) | (Year 4) | (Year 5) |
- Bill deferred payment (check one):  annually     semi-annually     quarterly     monthly

G. Attachments

- Avaya Equipment, Maintenance and Professional Services Exhibit
- Installation Services Exhibit
- International Purchase and Sale Exhibit
- Quote
- Service Plan Description(s)
- Statement of Work
- Statement of Work (Avaya)
- Voice Maintenance Exhibit

THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE FOLLOWING PAGES

\_\_\_\_\_  
Customer Initials



## System Agreement

**1. Scope of Agreement.** Subject to the terms and conditions of this Agreement, Verizon will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance (hereinafter collectively the “System”) and/or professional services as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 For Equipment Sale and Installation Services: Verizon will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 For Maintenance Services: Verizon will provide the maintenance services as set forth in the applicable quote and the Maintenance Services Exhibit. The foregoing exhibit does not apply to maintenance services provided by a third party. Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

1.3 For Professional Services: Verizon will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

## 2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Verizon the amount of all applicable taxes or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

2.2 Payments are due within thirty (30) days of receipt of the invoice (“Due Date”) and any payment not received by the Due Date shall be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Verizon in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Verizon reserves the right to suspend or terminate any or all Services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

**3. Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant to this Section 3.1, Customer shall promptly pay Verizon for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer’s down payment shall be non-refundable.

3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to this Section, or if an order under this Agreement is cancelled by Customer, Verizon shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Verizon:



## System Agreement

- 3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;
- 3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Verizon), removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.

3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.

3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.

3.5 Verizon reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.

3.6 Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.

**4. Purchase Order.** The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.

**5. Leasing Option.** With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.

**6. Risk of Loss.** If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.

**7. Title and Security Interest.** Until full payment has been rendered, Customer grants Verizon a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.

**8. Software.** Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

**9. Customer Responsibilities.** Customer will:

- 9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.
- 9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.



## System Agreement

- 9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.
- 9.4. Remove existing equipment or cable that interferes with System installation.
- 9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.
- 9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.
- 9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
- 9.8. Cooperate with Verizon's requests for assistance in testing or installation.
- 9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.
- 9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
- 9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.
- 9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions) or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

### 10. Changes In/Additions to System.

- 10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.
- 10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.
- 10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

**11. Warranty.** Verizon warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE VERIZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VERIZON SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. VERIZON MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.



## System Agreement

**12. Limitation of Liability.** EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

### **13. Indemnification and Defense.**

13.1 Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement ("Verizon supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Verizon supplied equipment is enjoined or subject to a Claim as described above, Verizon may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Verizon, Verizon will remove the infringing Verizon supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Verizon shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Verizon's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe, arising out of or related to any Claim involving: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold" service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

13.4 Any obligation on the part of Verizon to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Verizon supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon supplied equipment by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Verizon supplied equipment; or (v) any equipment, system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Verizon under the Agreement.

13.5 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.



## System Agreement

13.6 Customer shall defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees in connection with any claim arising out of (a) Customer's use of the equipment provided by Verizon other than as expressly indemnified by Verizon pursuant to Section 13.1 of this Agreement, (b) combination of the equipment provided by Verizon with other equipment, software, products or services not provided by Verizon under this Agreement, (c) modification of the equipment provided by Verizon, or (d) arising out of the content of communications transmitted by or on behalf of Customer in the use of the services or equipment provided by Verizon, including but not limited to libel, slander, and invasion of privacy.

13.7 Each party (the "indemnitor") shall defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1- 13.7 above) without indemnitee's prior written approval.

**14. Confidentiality.** Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

14.2 For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions,



## System Agreement

discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

**15. Alternate Dispute Resolution (ADR).** Any controversy, claim, or dispute (“Disputed Claim”) arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together “Equitable Claims”), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

**16. Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform services under this Agreement. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer’s failure to remove or contain hazardous substances shall entitle Verizon to terminate this Agreement without further liability, in which event Customer shall permit Verizon to remove any equipment that has not been accepted, shall reimburse Verizon for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

**17. Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

**18. Assignment.** Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon’s assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, “affiliate” shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

**19. Governing Law.** This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its choice of law principles.



## System Agreement

- 20. Non-Waiver/Severability.** Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.
- 21. Publicity.** Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.
- 22. Notices.** All notices or other communication given or required by either party to the other under this Agreement shall be deemed to have been properly given if hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile with confirmation of receipt or by overnight courier. Such notices and communications shall be deemed effective upon receipt. If to Verizon, notices should be sent to Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service (Email: [notice@verizonbusiness.com](mailto:notice@verizonbusiness.com)) with a copy to Verizon Business Services, 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President, Legal, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.
- 23. Limitation of Actions.** A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.
- 24. Compliance with Laws.** Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.
- 25. Independent Contractor Relationship; No Agency.** Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.
- 26. Interpretation.** The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.
- 27. Headings.** The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.
- 28. Modifications.** This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.
- 29. Entire Agreement.** This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this





**System Agreement**

Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

**Verizon Business Network Services, Inc.**  
on behalf of Verizon Network Integration Corp

**Customer:** \_\_\_\_\_

**By:**  
**Print**  
**Name:**  
**Title:**  
**Date:**

*Marsha K Harrell*

**Marsha K Harrell**  
Senior Consultant  
Pricing/Contract Management

*9/24/14*

**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



**AGREEMENT ADDENDUM FOR SOFTWARE**

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

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

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Verizon Business Network Services  
Inc. on behalf of Verizon Network  
Integration Corp.

Company Name: \_\_\_\_\_

Signed: Marsha K. Harrell

Title: **Marsha K Harrell**  
Senior Consultant  
Pricing/Contract Management

Date: 9/24/14

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

*Patricia L Myers, Manager, Pricing & Contract Management* [redacted] and  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted] and  
*Jacqualynn A Whiting, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date,
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

*Anthony Recine* 5/16/14  
Signature Date

Anthony Recine [redacted]  
Name VZ ID

VP, Pricing & Contract Management [redacted]

[redacted]  
Responsibility Code or Cost Center Code

*J. Whiting* 5/15/14  
Delegate's Signature - Jacqualynn A Whiting

*Patricia L Myers* 5/20/14  
Delegate's Signature - Patricia L Myers

*Marsha K Harrell* 5/20/14  
Delegate's Signature - Marsha K Harrell

**SOLICITATION NUMBER: CRFQ 1300 STO1500000003**

**Addendum Number: 1**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To provide responses to vendor questions submitted regarding this solicitation, see attached.
2. To provide Addendum Acknowledgment form.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

Solicitation (CRFQ-1300-STO1500000003-1) – Question

**Question:**

Serial Number: FOC13230V2Y3 is showing as "invalid" in Cisco's systems. Can you verify this is the correct serial number that needs to be quoted?

Also, in regards to serial numbers that have reached End of Support with Cisco that I will not be able to provide pricing for. Do I just note "End of Support" or "N/A" for these items to exclude them from my bid response?

End of Support Serial Numbers:

TBM06109251

SCA0347007R

**Answer:**

The correct serial number is FOC15393GFW. With regards to end of support, please note items that are not eligible for support and not quote them.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: STO150000003**

**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.

Verizon Business Network Services  
Inc. on behalf of Verizon Network  
Integration Corp.

Company

*Marsha K. Harrell*

Marsha K Harrell  
Senior Consultant  
Pricing/Contract Management

Date

*9/26/14*

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

Revised 6/8/2012

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

*Patricia L Myers, Manager, Pricing & Contract Management* [redacted] and  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted] and  
*Jacquelyn A Whiting, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy*.

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

*Anthony Recine* 5/16/14  
Signature Date

Anthony Recine [redacted]  
Name VZ ID

VP, Pricing & Contract Management [redacted]

[redacted]  
Responsibility Code or Cost Center Code

*J Whiting* 5/15/14  
Delegate's Signature - Jacquelyn A Whiting

*Patricia L Myers* 5/20/14  
Delegate's Signature - Patricia L Myers

*Marsha K Harrell* 5/20/14  
Delegate's Signature - Marsha K Harrell



**SOLICITATION NUMBER: CRFQ 1300 STO1500000003**

**Addendum Number: 2**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To change the Bid Opening Date for this solicitation to Thursday, October 2, 2014 at 1:30pm.
2. To correct error in the questions and answers provided in Addendum No 1, see attachment.
3. To provide Addendum Acknowledgment form.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum No. 2 (CRFQ-1300-STO1500000003)

Solicitation (CRFQ-1300-STO1500000003) Correction of Error in Addendum #1

An invalid Serial number was provided in responding a question asked by the vendor community

**Correction to Answer Provided In Addendum No.1:**

The correct serial number is FOC1541V0YF. With regards to end of support, please note items that are not eligible for support and not quote them.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: STO150000003**

**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 checked="" 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.



Patricia L Myers ny  
Manager  
Pricing/Contract Management

Authorized Signature

9/30/14

Date

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

Revised 6/8/2012

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate  
*Patricia L Myers, Manager, Pricing & Contract Management* [redacted];  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted]; and  
*Jacquelynn A Whiting, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

*Anthony Recine* 5/16/14  
Signature Date

Anthony Recine [redacted]  
Name VZ ID

VP. Pricing & Contract Management [redacted]

[redacted]  
Responsibility Code or Cost Center Code

*J Whiting* 5/15/14  
Delegate's Signature - Jacquelynn A Whiting

*Patricia L Myers* 5/20/14  
Delegate's Signature - Patricia L Myers

*Marsha K Harrell* 5/20/14  
Delegate's Signature - Marsha K Harrell