

NOTICE

Please note that this bid from Wesco Distribution Inc's for OOT20*4 was received at the Purchasing Division office prior to the established bid opening date and time on June 8, 2020 as noted on the coversheet of the electronic bid, but did not load properly at the public bid opening. This bid has since been loaded and is now posted.



Guy Nisbet
Buyer Supervisor



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

Header 5

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 725221

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0231

Vendor ID: 000000161227



SO Doc ID: OOT2000000004

Legal Name: WESCO DISTRIBUTION INC

Published Date: 5/22/20

Alias/DBA:

Close Date: 6/8/20

Total Bid: \$646,438.00

Close Time: 13:30

Response Date: 06/08/2020



Status: Closed

Response Time: 11:50

Solicitation Description: NETWK Infrastructure EQPT for Data Center 2.0 (OT19103)

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 725221

Solicitation Description : NETWK Infrastructure EQPT for Data Center 2.0 (OT19103)

Proc Type : Central Purchase Order

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2020-06-08 13:30:00 | SR 0231 ESR06082000000007303 | 1 |

| VENDOR |
|--|
| 000000161227 WESCO DISTRIBUTION INC |

Solicitation Number: CRFQ 0231 OOT2000000004

Total Bid : \$646,438.00 **Response Date:** 2020-06-08 **Response Time:** 11:50:30

Comments: WESCO Distribution, Inc. Terms & Conditions Apply.
 WESCO Distribution, Inc. T&C can be found at www.wesco.com/terms_and_conditions_of_sale.pdf

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
jessica.s.chambers@wv.gov

| | | |
|--------------------------|---------------|-------------|
| Signature on File | FEIN # | DATE |
|--------------------------|---------------|-------------|

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|------------------|-----------------------------|
| 1 | Overall Total Cost for Network Infrastructure Equip. | 1.00000 | EA | \$646,438.000000 | \$646,438.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43221700 | | | |

Extended Description : Overall Total Cost for Networking Infrastructure Equipment for Data Center 2.0. per the attached Exhibit A Pricing Page.
For further details, see attached specifications.



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 725221

Doc Description: NETWK Infrastructure EQPT for Data Center 2.0 (OT19103)

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-05-22 | 2020-06-08 13:30:00 | CRFQ 0231 OOT2000000004 | 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:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology to establish a contract for the one-time purchase networking infrastructure equipment such as Aggregated Service Routers (ASR), Core Switches, Top of Rack SFP Switches, and Top of Rack UTP switches. The equipment will be installed by the successful bidder as directed by the Office of Technology in two (2) WVOT Data Center facilities located in Kanawha County, West Virginia per the terms and conditions and specifications as attached.

| INVOICE TO | SHIP TO |
|--|---|
| DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US | RECEIVING DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 908 BULLITT ST CHARLESTON WV 25301-1002 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 1 | Overall Total Cost for Network Infrastructure Equip. | 1.00000 | EA | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43221700 | | | |

Extended Description :

Overall Total Cost for Networking Infrastructure Equipment for Data Center 2.0. per the attached Exhibit A Pricing Page.

For further details, see attached specifications.

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|---|-------------------|
| 1 | Technical Question Deadline at 9 AM (EDT) | 2020-06-01 |

| | | | |
|----------------------|---------------------------------------|---|------------------------------|
| OOT2000000004 | Document Phase Draft | Document Description NETWK Infrastructure EQPT for Data Center 2.0 (OT19103) | Page 3 of 3 |
|----------------------|---------------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

A **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:

2019 Washington Street, East

Charleston, WV 25305

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

Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal (“RFP”) Responses Only: In the event that Vendor is responding to a request for proposal, 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, 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:

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

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

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

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.

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____
Contractor's License No.: WV- _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division’s request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder’s subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
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Attach additional pages if necessary

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Networking Infrastructure for Data Center 2.0

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology to establish a contract for the one-time purchase networking infrastructure equipment such as Aggregated Service Routers (ASR), Core Switches, Top of Rack SFP Switches, and Top of Rack UTP switches. The equipment will be installed by the successful bidder as directed by the Office of Technology in two (2) WVOT Data Center facilities located in Kanawha County, West Virginia.

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 **“BFD”** means BiDirectional Forwarding Detection.

 - 2.2 **“BGP”** means Border Gateway Protocol.

 - 2.3 **“Business Hours”** means Monday – Friday 8:00 AM through 5:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:
 - New Year’s Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President’s Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)

 - 2.4 **“Contract Item”** means networking equipment and professional services for WVOT Data Centers as more fully described by these specifications.

 - 2.5 **“EIGRP”** means Enhanced Interior Gateway Routing Protocol.

 - 2.6 **“GE SFP”** means Gigabit Ethernet Small Form Factor Pluggable.

 - 2.7 **“LC Multi-Mode”** means Line Card Multi-Mode.

 - 2.8 **“MSDP”** means Multicast Source Discovery Protocol.

 - 2.9 **“OSPF”** means Open Shortest Path First.

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2.10 “PIM-SM” means Protocol Independent Multicast – Sparse Mode.

2.11 “Pricing Page” means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.12 “QSFP” means Quad Small Form Factor Pluggable.

2.13 “RIPv2” means Routing Information Protocol version 2.

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

2.15 “SR-BiDi” means Short Reach - Bi Directional Bus.

2.16 “SSM” means Single State Mode.

2.17 “vPC” means Virtual Port-Channel.

3. GENERAL REQUIREMENTS:

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

NETWORKING EQUIPMENT

3.1.1 Contract Item #1 – Cisco ASR Routers, (Cisco ASR1002-HX System, 4x10GE+4x1GE, 2xP/S, optional crypto), or Equal

3.1.1.1 Vendor must provide a quantity of four (4) Cisco ASR 1002-HX Routers, (Cisco ASR1002-HX System, 4x10GE+4x1GE, 2xP/S, optional crypto) (part #: ASR1002-HX), or Equal.

3.1.1.2 Vendor must provide the following:

3.1.1.2.1 Each router must be a Two Rack Unit (2RU) and must include:

- A minimum of twelve (12) built-in 1 GE SFP-only interfaces
- A minimum of twelve (12) built-in GE SFP+ interfaces that support MACsec encryption.

3.1.1.2.2 Each router must support the following protocol suites:

- BGP
- OSPF
- EIGRP

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- RIPv2
- PIM-SM
- SSM
- MSDP

3.1.1.3 Vendor must include the following networking components, software, and licensing, or Equal also listed in Exhibit A.

- 3.1.1.3.1** A quantity of four (4) ASR1k-WAN Aggregation with or without Crypto - tracking only, Part number: ASR1K-WAN-AGGR, or Equal.
- 3.1.1.3.2** A quantity of four (4) Cisco ASR 1000 Advanced Enterprise Services License, Part number: SLASR1-AES, or Equal.
- 3.1.1.3.3** A quantity of sixteen (16) 10GBASE-SR SFP Module, Part number: SFP-10G-SR.
- 3.1.1.3.4** A quantity of four (4) Cisco ASR1002-HX 16GB DRAM, Part number: M-ASR1002HX-16GB, or Equal.
- 3.1.1.3.5** A quantity of four (4) Blank faceplate for NIM slot on Cisco ISR 4400, Product number: NIM-BLANK, or Equal
- 3.1.1.3.6** A quantity of four (4) Ethernet Port Adapter (EPA) Blank Cover, Product number: EPA-BLANK, or Equal
- 3.1.1.3.7** A quantity of four (4) Universal, Product number: SASR1KHXX9-169, or Equal
- 3.1.1.3.8** A quantity of eight (8) Cisco ASR1000-HX 750W AC Power Supply, Product number: ASR1000X-AC-750W, or Equal
- 3.1.1.3.9** A quantity of eight (8) AC Power Cord (North America), C13, NEMA 5-15P, 2.1m, Product number: CAB-AC, or Equal
- 3.1.1.3.10** A quantity of eight (8) ASR1000-HX Built-In 10GE 2-port License, Product number: FLSA1-HX-2X10GE, or Equal
- 3.1.1.3.11** A quantity of eight (8) ASR1000-HX Built-In 1GE 2-port License, Product number: FLSA1-HX-2X1GE, or Equal
- 3.1.1.3.12** A quantity of four (4) 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM, Product number: GLC-SX-MMD, or Equal

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3.1.1.3.13 A quantity of four (4) 1000BASE-T SFP transceiver module for Category 5 copper wire, Product number: GLC-TE, or Equal

3.1.2 Contract Item #2 – Cisco 2xNexus Core Switches 9336C-FX2, (2xNexus 9336C-FX2 w/ 8x 100G Optics) or Equal

3.1.2.1 Vendor must provide a quantity of one (1) Cisco 2xNexus 9336C-FX2 (2xNexus 9336C-FX2 w/ 8x 100G Optics), (part #: N9K-C9336C-FX2-B2), or Equal.

3.1.2.2 Each switch must contain the following features:

3.1.2.2.1 One Rack Unit (1RU) Switch with 36 40/100-Gbps QSFP28 ports supporting 10/25/40/100 Gbps QSFP28 and wire-rate MACsec encryption

3.1.2.2.2 Redundant, hot-swappable power supplies and fan trays

3.1.2.2.3 Support In-Service Software Upgrades (ISSU)

3.1.2.2.4 Support Layer 2 multipathing via Virtual port Channel technology (VPC).

3.1.2.2.5 Support the following protocol suites:

- BGP
- OSPF
- EIGRP
- RIPv2
- PIM-SM
- SSM
- MSDP

3.1.2.3 Vendor must include the following networking components, software, and licensing, or Equal also listed in Exhibit A.

3.1.2.3.1 A quantity of one (1) Nexus 9336C-FX2 bundle PID, Product number: N9K-C9336C-FX2-B, or Equal

3.1.2.3.2 A quantity of one (1) Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, Product number: NXOS-9.2.3, or Equal

3.1.2.3.3 A quantity of one (1) Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal, Product number: NXX-ACC-KIT-1RU, or Equal

3.1.2.3.4 A quantity of three (3) Nexus Fan, 65CFM, port side exhaust airflow, Product number: NXA-FAN-65CFM-PE, or Equal

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- 3.1.2.3.5** A quantity of two (2) Nexus AC 1100W PSU - Port Side Exhaust, Product number: NXA-PAC-1100W-PE2, or Equal
- 3.1.2.3.6** A quantity of two (2) Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, Product number: CAB-9K12A-NA, or Equal
- 3.1.2.3.7** A quantity of one (1) PID to select QSFP-100G-SR-BD Optic in the bundle, Product number: NXX-PICK-BIDI, or Equal
- 3.1.2.3.8** A quantity of four (4) 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF, Product number: QSFP-40/100-SRBD, or Equal
- 3.1.2.3.9** A quantity of one (1) Nexus 9336C-FX2 bundle PID, Product number: N9K-C9336C-FX2-B, or Equal
- 3.1.2.3.10** A quantity of one (1) Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, Product number: NXOS-9.2.3, or Equal
- 3.1.2.3.11** A quantity of one (1) Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal, Product number: NXX-ACC-KIT-1RU, or Equal
- 3.1.2.3.12** A quantity of three (3) Nexus Fan, 65CFM, port side exhaust airflow, Product number: NXA-FAN-65CFM-PE, or Equal
- 3.1.2.3.13** A quantity of two (2) Nexus AC 1100W PSU - Port Side Exhaust, Product number: NXA-PAC-1100W-PE2, or Equal
- 3.1.2.3.14** A quantity of two (2) Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, Product number: CAB-9K12A-NA, or Equal
- 3.1.2.3.15** A quantity of one (1) PID to select QSFP-100G-SR-BD Optic in the bundle, Product number: NXX-PICK-BIDI, or Equal
- 3.1.2.3.16** A quantity of four (4) 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF, Product number: QSFP-40/100-SRBD, or Equal
- 3.1.2.3.17** A quantity of one (1) LAN Enterprise License for Nexus 9300 Platform, Product number: N93-LAN1K9, or Equal

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- 3.1.2.3.18** A quantity of one (1) SWSS UPGRADES LAN Enterprise License for Nexus 9300 PI, Product number: CON-ECMU-N93LAN, or Equal
- 3.1.2.3.19** A quantity of one (1) PID to select LAN Enterprise License for Nexus 9300 Platform, Product number: N93-LAN1K9, or Equal
- 3.1.2.3.20** A quantity of one (1) SWSS UPGRADES LAN Enterprise License for Nexus 9300 PI, Product number: CON-ECMU-N93LAN, or Equal
- 3.1.2.3.21** A quantity of one (1) 100GBASE-CR4 Passive Copper Cable, 1m, Product number: QSFP-100G-CU1M, or Equal

3.1.3 Contract Item #3 – Cisco 2xNexus Top of Rack SFP+ Switches, Cisco 93180YC-EX, (2xNexus 93180YC-EX w/ 8x 100G Optics), or Equal

- 3.1.3.1** Vendor must provide a quantity of two (2) Cisco 2xNexus Top of Rack SFP+ Switches, Cisco 93180YC-EX, (2xNexus 93180YC-EX w/ 8x 100G Optics) (part #: N9K-C93180-EX-B24C) or Equal.
- 3.1.3.2** Each switch must contain the following features:
 - 3.1.3.2.1** One Rack Unit (1RU) Switch with 48 1/10/25-Gbps downlink fiber ports and six 40/100-Gbps QSFP28 uplink ports
 - 3.1.3.2.2** Redundant, hot-swappable power supplies and fan trays
 - 3.1.3.2.3** Support Layer 2 multipathing via Virtual port Channel technology (VPC).
 - 3.1.3.2.4** Support the following protocol suites:
 - BGP
 - OSPF
 - EIGRP
 - RIPv2
 - PIM-SM
 - SSM
 - MSDP
- 3.1.3.3** Vendor must include the following networking components, software, and licensing, or Equal also listed in Exhibit A.
 - 3.1.3.3.1** A quantity of two (2) Nexus 93180YC-EX bundle PID, Product number: N9K-C93180YC-EX-B, or Equal

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- 3.1.3.3.2** A quantity of two (2) PID to select QSFP-100G-SR-BD Optic in the bundle, Product number: NXX-PICK-BIDI, or Equal
- 3.1.3.3.3** A quantity of eight (8) 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF, Product number: QSFP-40/100-SRBD, or Equal
- 3.1.3.3.4** A quantity of four (4) Nexus NEBs AC 650W PSU - Port Side Exhaust, Product number: NXA-PAC-650W-PE, or Equal
- 3.1.3.3.5** A quantity of eight (8) Nexus 2K/3K/9K Single Fan, port side exhaust airflow, Product number: NXA-FAN-30CFM-F, or Equal
- 3.1.3.3.6** A quantity of two (2) Nexus 93180YC-EX bundle PID, Product number: N9K-C93180YC-EX-B, or Equal
- 3.1.3.3.7** A quantity of two (2) PID to select QSFP-100G-SR-BD Optic in the bundle, Product number: NXX-PICK-BIDI, or Equal
- 3.1.3.3.8** A quantity of eight (8) 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF, Product number: QSFP-40/100-SRBD, or Equal
- 3.1.3.3.9** A quantity of four (4) Nexus NEBs AC 650W PSU - Port Side Exhaust, Product number: NXA-PAC-650W-PE, or Equal
- 3.1.3.3.10** A quantity of eight (8) Nexus 2K/3K/9K Single Fan, port side exhaust airflow, Product number: NXA-FAN-30CFM-F, or Equal
- 3.1.3.3.11** A quantity of two (2) Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, Product number: NXOS-9.2.3, or Equal
- 3.1.3.3.12** A quantity of two (2) Nexus 3K/9K Fixed Accessory Kit, Product number: N3K-C3064-ACC-KIT, or Equal
- 3.1.3.3.13** A quantity of four (4) Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, Product number: CAB-9K12A-NA, or Equal
- 3.1.3.3.14** A quantity of two (2) Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, Product number: NXOS-9.2.3, or Equal
- 3.1.3.3.15** A quantity of two (2) Nexus 3K/9K Fixed Accessory Kit, Product number: N3K-C3064-ACC-KIT, or Equal

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3.1.3.3.16 A quantity of four (4) Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, Product number: CAB-9K12A-NA, or Equal

3.1.4 Contract Item #4 – Cisco 2xNexus Top of Rack 10GBase-T Switch, Cisco 93108TC-EX, (2xNexus 93108TC-EX w/ 8x 100G Optics), or Equal

3.1.4.1 Vendor must provide a quantity of one (1) Cisco 2xNexus Top of Rack 10GBase-T Switch, Cisco 93108TC-EX, (2xNexus 93108TC-EX w/ 8x 100G Optics), (part #: N9K-C93108-EX-B24C) or Equal.

3.1.4.2 Vendor must include all networking components, software, and licensing, or Equal listed in Exhibit A.

3.1.4.3 Each switch must contain the following features:

3.1.4.3.1 One Rack Unit (1RU) Switch with 48 100M/1/10GBASE-T downlink ports and six 40/100-Gbps QSFP28 uplink ports

3.1.4.3.2 Redundant, hot-swappable power supplies and fan trays

3.1.4.3.3 Support Layer 2 multipathing via Virtual port Channel technology (VPC).

3.1.4.3.4 Support the following protocol suites:

- BGP
- OSPF
- EIGRP
- RIPv2
- PIM-SM
- SSM
- MSDP

3.1.4.4 Vendor must include the following networking components, software, and licensing, or Equal also listed in Exhibit A.

3.1.4.4.1 A quantity of one (1) Nexus 93108TC-EX bundle PID, Product number: N9K-C93108TC-EX-B, or Equal

3.1.4.4.2 A quantity of one (1) PID to select QSFP-100G-SR-BD Optic in the bundle, Product number: NXK-PICK-BIDI, or Equal

3.1.4.4.3 A quantity of four (4) 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF, Product number: QSFP-40/100-SRBD, or Equal

3.1.4.4.4 A quantity of two (2) Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, Product number: CAB-9K12A-NA, or Equal

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- 3.1.4.4.5** A quantity of two (2) Nexus NEBs AC 650W PSU - Port Side Exhaust, Product number: NXA-PAC-650W-PE, or Equal
- 3.1.4.4.6** A quantity of one (1) Nexus 93108TC-EX Bundle PID, Product number: N9K-C93108TC-EX-B, or Equal
- 3.1.4.4.7** A quantity of one (1) PID to select QSFP-100G-SR-BD Optic in the bundle, Product number: NXX-PICK-BIDI, or Equal
- 3.1.4.4.8** A quantity of four (4) 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF, Product number: QSFP-40/100-SRBD, or Equal
- 3.1.4.4.9** A quantity of two (2) Nexus NEBs AC 650W PSU - Port Side Exhaust, Product number: NXA-PAC-650W-PE, or Equal
- 3.1.4.4.10** A quantity of one (1) Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, Product number: NXOS-9.2.3, or Equal
- 3.1.4.4.11** A quantity of one (1) Nexus 3K/9K Fixed Accessory Kit, Product number: N3K-C3064-ACC-KIT, or Equal
- 3.1.4.4.12** A quantity of two (2) Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, Product number: CAB-9K12A-NA, or Equal
- 3.1.4.4.13** A quantity of one (1) Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, Product number: NXOS-9.2.3, or Equal
- 3.1.4.4.14** A quantity of one (1) Nexus 3K/9K Fixed Accessory Kit, Product number: N3K-C3064-ACC-KIT, or Equal
- 3.1.4.4.15** A quantity of four (4) Nexus 2K/3K/9K Single Fan, port side exhaust airflow, Product number: NXA-FAN-30CFM-F, or Equal
- 3.1.4.4.16** A quantity of four (4) Nexus 2K/3K/9K Single Fan, port side exhaust airflow, Product number: NXA-FAN-30CFM-F, or Equal

3.1.5 Contract Item #5 – Cisco QSFP Transceiver Module 40 Gigabit LAN, (100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF), or Equal

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- 3.1.5.1** Vendor must provide a quantity of sixteen (16) Cisco QSFP Transceiver Module – 40 Gigabit LAN, 100 Gigabit Ethernet (part #: QSFP-40/100-SRBD=) or Equal.
- 3.1.5.2** Each transceiver module must contain the following features:
 - 3.1.5.2.1** Connector type: LC multi-mode
 - 3.1.5.2.2** Connectivity: Wired
 - 3.1.5.2.3** Data Link Protocol: 100 Gigbit Ethernet, 40 Gigabit Ethernet
 - 3.1.5.2.4** Form Factor: Plug-in module
 - 3.1.5.2.5** Max Distance: 328ft
 - 3.1.5.2.6** Type: QSFP + transceiver module

HARDWARE SUPPORT

3.1.6 Cisco SMARTNet Total Care Service 8x5xNBD, or Equal

- 3.1.6.1** The Vendor must provide coverage for all Cisco, or Equal hardware identified in Section 3.1.1 **Contract Item #1**, Section 3.1.2 **Contract Item #2**, Section 3.1.3 **Contract Item #3**, and Section 3.1.4 **Contract Item #4** for a minimum of 60 months from the date the Agency formally accepts the equipment.
- 3.1.6.2** The Vendor must be listed as a Cisco Partner, or Equal
- 3.1.6.3** The Vendor must register the Cisco hardware listed in Section 3.1.1 **Contract Item #1**, Section 3.1.2 **Contract Item #2**, Section 3.1.3 **Contract Item #3**, and Section 3.1.4 **Contract Item #4** with Cisco SMARTNet, or Equal.
 - 3.1.6.3.1** Vendor must provide confirmation from Cisco that hardware has been registered.
- 3.1.6.4** The Vendor must provide WVOT staff 24-hour direct access to the Cisco Technical Assistance Center (TAC) to facilitate opening support cases on all covered hardware.
- 3.1.6.5** The Vendor must provide WVOT staff 24-hour direct access to Cisco’s knowledge library and support tools.
- 3.1.6.6** The Vendor solution must provide WVOT staff access to the Cisco IOS Software Center for the purpose of downloading IOS releases on all covered hardware.

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3.1.6.7 The Vendor must register WVOT staff as administrators of the contract(s) in Cisco's Service Access Management Tool. Cisco Connect Online (CCO) ID to be provided at the time of award.

3.1.6.8 The Vendor must replace hardware by Next-Business-Day (NBD) on Cisco equipment covered by SMARTNet 8x5xNBD, or Equal as defined in the SMARTnet service.

- The Vendor must ship replacement within a maximum of 24 hours (Next Business Day) after failure to resolve technical issues using telephone support. The replacement items must be shipped before the close of the next business day.

3.1.6.9 Replacement parts must be received between the hours of 8:00AM through 5:00PM Eastern Standard Time, Monday through Friday excluding State and Federal holidays and weekends.

- Only replacement parts obtained thru Cisco's Return Material Authorization (RMA) process will be accepted. All hardware must be certified by Cisco, or Equal as new or functional at the same level as new.

3.1.6.10 Should the Vendor find a line item unrepairable and need replaced, a formal notification via a change order issued by West Virginia Office of Technology to capture changes in equipment via formal memo. Maintenance subscription and coverage will be transferred to any item replaced thru Cisco's RMA process, or Equal.

3.1.7 Contract Item #6 – Extended Service Agreement – Cisco SMARTNet 8x5xNBD, CON-SNT-ASR102HX or Equal

3.1.7.1 The Vendor must provide a quantity of four (4) license of Cisco SMARTNet 8x5xNBD, **CON-SNT-ASR102HX** or Equal for ASR1002-HX System, 4x10GE+4x1GE, 2x.

3.1.8 Contract Item #7 – Extended Service Agreement – Cisco SMARTNet 8x5xNBD, CON-SNT-SLASR1AM or Equal

3.1.8.1 The Vendor must provide a quantity of four (4) license of Cisco SMARTNet 8x5xNBD, **CON-SNT-SLASR1AM** or Equal for Cisco ASR 1000 Advanced Enterprise Service.

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3.1.9 Contract Item #8 – Extended Service Agreement – Cisco SMARTNet 8x5xNBD, CON-SNT-FLSA1FHX or Equal

3.1.9.1 The Vendor must provide a quantity of eight (8) license of Cisco SMARTNet 8x5xNBD, **CON-SNT-FLSA1FHX** or Equal for ASR1000-HX Built-In.

3.1.10 Contract Item #9 – Extended Service Agreement – Cisco SMARTNet 8x5xNBD, CON-SNT-FLSA1LHX or Equal

3.1.10.1 The Vendor must provide a quantity of eight (8) license of Cisco SMARTNet 8x5xNBD, **CON-SNT-FLSA1LHX** or Equal for ASR1000-HX Built-In 10GE 2-port License.

3.1.11 Contract Item #10 – Extended Service Agreement – Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-N9336FB or Equal

3.1.11.1 The Vendor must provide a quantity of two (2) license of Cisco SMARTNet Total Care Service 8x5xNBD, **CON-SNT-N9336FB** or Equal for Nexus 9336C-FX2 bundle PID.

3.1.11.1.1 The Vendor must register the Cisco hardware listed in Section 3.1.2 Contract Item #2 – Cisco Nexus Core Switches (part #: N9K-C9336C-FX2-B2) with Cisco SMARTNet, or Equal.

3.1.12 Contract Item #11 – Extended Service Agreement – Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-N9336FB2 or Equal

3.1.12.1 The Vendor must provide a quantity of one (1) license of Cisco SMARTNet Total Care Service 8x5xNBD, **CON-SNT-N9336FB2** or Equal for Nexus 9336C-FX2 w/ 8x 100G Optics.

3.1.12.1.1 The Vendor must register the Cisco hardware listed in Section 3.1.2 Contract Item #2 – Cisco Nexus Core Switches (part #: N9K-C9336C-FX2-B2) with Cisco SMARTNet, or Equal.

3.1.13 Contract Item #12 – Extended Service Agreement – Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-93180YBN or Equal

REQUEST FOR QUOTATION
Networking Infrastructure for Data Center 2.0

3.1.13.1 The Vendor must provide a quantity of four (4) license of Cisco SMARTNet Total Care Service 8x5xNBD, **CON-SNT-93180YBN** or Equal for Nexus 93180YC-EX bun.

3.1.13.1.1 The Vendor must register the Cisco hardware listed in Section 3.1.3 Contract Item #3 – Top of Rack SFP+ Switches, Cisco 93180YC-EX, (part #: N9K-C93180-EX-B24C) with Cisco SMARTNet, or Equal.

3.1.14 Contract Item #13 – Extended Service Agreement – Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT- 93180B24 or Equal

3.1.14.1 The Vendor must provide a quantity of two (2) license of Cisco SMARTNet Total Care Service 8x5xNBD, **CON-SNT- 93180B24** or Equal Nexus 93180YC-EX w/ 4x QSFP-100G-PSM4-.

3.1.14.1.1 The Vendor must register the Cisco hardware listed in Section 3.1.3 Contract Item #3 – Top of Rack SFP+ Switches, Cisco 93180YC-EX, (part #: N9K-C93180-EX-B24C) with Cisco SMARTNet, or Equal.

3.1.15 Contract Item #14 – Extended Service Agreement – Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-93108TBN or Equal

3.1.15.1 The Vendor must provide a quantity of two (2) license of Cisco SMARTNet 8x5xNBD, **CON-SNT-93108TBN** or Equal for Nexus 93108TC-EX bun.

3.1.15.1.1 The Vendor must register the Cisco hardware listed in Section 3.1.4 Contract Item #4 – Top of Rack 10GBase-T Switch, Cisco 93108TC-EX, (part #: N9K-C93108-EX-B24C) with Cisco SMARTNet, or Equal.

3.1.16 Contract Item #15 – Extended Service Agreement – Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-93108B24 or Equal

3.1.16.1 The Vendor must provide a quantity of one (1) license of Cisco SMARTNet 8x5xNBD, **CON-SNT-93108B24** or Equal for Nexus 93108TC-EX w/ 4x QSFP-100G-PSM4-.

REQUEST FOR QUOTATION
Networking Infrastructure for Data Center 2.0

3.1.16.1.1 The Vendor must register the Cisco hardware listed in Section 3.1.4 Contract Item #4 – Top of Rack 10GBase-T Switch, Cisco 93108TC-EX, (part #: N9K-C93108-EX-B24C) with Cisco SMARTNet, or Equal.

PROFESSIONAL SERVICES

3.1.17 Contract Item #16 – Professional Services - Advanced Services Implementation by Cisco (AS-DC-CNSLT), or Equal

3.1.17.1 The Vendor must provide Advanced Services Implementation by Cisco (**AS-DC-CNSLT**), or Equal for the purpose equipment installation and design sessions with WVOT Engineers.

3.1.17.1.1 The Vendor must participate in design session with WVOT Engineers in order to document the existing environment and finalize configuration of new equipment.

3.1.17.1.2 The Vendor must configure and demonstrate, diverse redundant data connectivity between the (2) specified WVOT Data Centers using Border Gateway Protocol (BGP) and Bidirectional Forwarding Detection (BFD).

3.1.17.1.3 The Vendor must configure and demonstrate, diverse redundant data connectivity within each Data Center using vPC (Virtual Port-Channel).

3.1.17.1.4 The Vendor must participate in post installation demonstration session with WVOT Engineers in order to demonstrate redundancy and diversity.

3.1.17.2 The Vendor must provide, label, and configure all hardware specified in Exhibit A (sections 3.1.1 through 3.1.5), as directed by WVOT, in a manner to establish data communications both locally and between two (2) specified WVOT Data Centers.

3.1.17.2.1 WVOT Networking Staff will be responsible for physically installing the equipment.

3.1.17.3 The Vendor must provide all Multi-mode Fiber Optic patch cables required to establish communications between network hardware specified in Exhibit A.

3.1.17.4 Vendor must provide at no extra cost to the State all CAT6 patch cables required to establish communications between network hardware specified in Exhibit A.

3.1.17.5 The Vendor must provide detailed Network Diagrams created in Microsoft Visio Professional version 2016 or later.

REQUEST FOR QUOTATION
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3.1.18 Contract Item #17 – Training Services - Learning Credits (TRN-CLC-004) or Equal.

3.1.18.1 The Vendor must provide a quantity (160) vouchers and/or learning credits (TRN-CLC-004) or Equal.

3.1.18.1.1 The Vendor must provide a minimum quantity of forty (40) hours technical training for each of the four (4) WVOT Engineers on the Catalyst 9000 Series Switches, or Equal.

3.1.18.1.2 The Vendor must technical training that is from a Certified Cisco Learning Partner, or Equal.

3.1.18.1.3 The Vendor must provide real-time instructor-led training

- Training format may be delivered through a live virtual classroom

3.1.18.1.4 The Vendor must provide course materials and training must be presented in English and provide from a Certified Cisco Learning Partner, or Equal.

3.1.19 Alternate ‘or Equal’ Submission

3.1.19.1 Vendor must include alternate brand information with alternative part numbers in comment section of Pricing Page on wvOASIS. The Vendor should include alternate brand information documentation with bid response, but documentation may be requested prior to award.

3.1.19.2 Vendor will assume any costs related to any required installation of new software, hardware and/or training of the alternate submission provided as part of this agreement.

3.1.20 Acceptance of System

3.1.20.1 If the test period produces no issues at a minimum, the agency will issue a Letter of Acceptance of the system, and the contract and warranty period would start at that time.

Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality.

REQUEST FOR QUOTATION
Networking Infrastructure for Data Center 2.0

Once acceptance of the system is agreed to by Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the warranty.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the attached Exhibit A - Pricing Page by providing the unit cost for each contract item. The calculated Overall Total Cost must be entered into wvOASIS pricing section for commodity line 1. The Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before contract is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before contract is issued.

Any product or service not on the Agency provided Cost Sheet will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Cost Sheet could lead to disqualification of vendors bid.

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

REQUEST FOR QUOTATION
Networking Infrastructure for Data Center 2.0

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after contract award. Vendor shall deliver the Contract Items within fifteen (15) working days after receiving award. Contract Items must be delivered to Agency at Office of Technology, 908 Bullitt Street, Charleston, WV 25301-1002.

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

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

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

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

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

7.1.4. Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
Networking Infrastructure for Data Center 2.0

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

| | |
|--------------------------|--|
| Contract Manager: | |
| Telephone Number: | |
| Fax Number: | |
| Email Address: | |

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Wesgo Distribution

Authorized Signature: [Signature] Date: 6-8-20

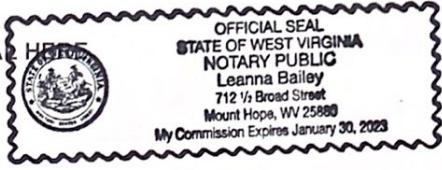
State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 8 day of June, 2020.

My Commission expires January 30, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 725221

Doc Description: NETWK Infrastructure EQPT for Data Center 2.0 (OT19103)

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-05-22 | 2020-06-08 13:30:00 | CRFQ 0231 OOT2000000004 | 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:

WESCO Distribution, Inc.
 256 Rayland Rd.
 Beckley, WV 25801
 (304) 252-8633

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

6-8-20

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

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

Matt Bailey, Senior Account Rep.
(Name, Title)
Matt Bailey, Senior Account Rep.
(Printed Name and Title)
256 Rayland Rd. Beckley, WV 25801
(Address)
(304) 923-6352 - Mobile
(Phone Number) / (Fax Number)
MatBailey@wesco.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Wesco Distribution
(Company)
[Signature] DSM
(Authorized Signature) (Representative Name, Title)
Ross Hamb
(Printed Name and Title of Authorized Representative)
6-8-20
(Date)
304-923-9441
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Wesco Distribution
Company

[Signature]
Authorized Signature

6-8-20
Date

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

QUOTE MB06082020A

6/8/2020

WESCO Distribution, Inc.

256 Ragland Rd
Beckley, WV 25801
(304) 256-8633



WESCO
DISTRIBUTION®

State of West Virginia

Jessica S. Chambers

1900 Kanawha Blvd E
Charleston, WV 25305
(304) 558-0246

| DESCRIPTION | QTY | UNIT PRICE | TOTAL |
|--|-----|---------------|---------------|
| Cisco ASR1002-HX System,4x10GE+4x1GE, 2xP/S | 1 | \$ 411,312.68 | \$ 411,312.68 |
| Cisco 2xNexus 9336C-FX2 w/ 8x 100G Optics | 1 | \$ 44,230.70 | \$ 44,230.70 |
| Cisco Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28 | 1 | \$ 63,134.70 | \$ 63,134.70 |
| Cisco 2xNexus 93108TC-EX w/ 8x 100G Optics | 1 | \$ 29,096.50 | \$ 29,096.50 |
| Cisco 100G + 40GBASE SR-BiDi QSFP XCVR, LC, 100m OM4 MMF | 1 | \$ 12,794.42 | \$ 12,794.42 |
| Cisco DCN Consulting Services (12 months) | 1 | \$ 85,869.00 | \$ 85,869.00 |
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Quote Total **\$ 646,438.00**

This quotation constitutes an offer to sell which offer expressly limits acceptance to the terms of this offer contained herein. This offer shall be firm for a period of fifteen (15) days from the date of this offer. F.O.B. Point of Shipment. The prices stated in this offer, unless renewed automatically expire fifteen (15) days from the date of this offer. Prices quoted are subject to adjustments should Duty and Tariff rates change from the time of bid/quotation to the time of order. WESCO Distribution reserves the right to adjust pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements/and significant currency fluctuation. This quotation constitutes an offer to sell which offer expressly limits acceptance to the terms of this offer accompanying this quotation. Subject to Buyer's credit worthiness, the return of this form with a purchase order number or any other reasonable manner of acceptance will be sufficient to form an agreement on the Terms and Conditions accompanying this quotation. Unless there are different or additional terms and conditions contained in a master agreement that modify WESCO's standard terms, buyer agrees that this quote and any resulting purchase order will be governed by WESCO's terms and conditions available at http://www.wesco.com/terms_and_conditions_of_sale.pdf, as such terms may be updated from time to time, which terms are incorporated herein by reference and made part hereof.

APPLICATION FOR BUSINESS CREDIT

Confidential



The business entity hereby applying for credit from WESCO Distribution, Inc., including any and all of its subsidiaries, affiliates and unincorporated divisions as such may exist from time to time ("WESCO"), is referred to as the "Applicant" for purposes of this Application for Business Credit ("Application"). This Application shall consist of this information page and the Terms and Conditions attached hereto and made a part hereof (the "Terms and Conditions.")

* Indicates required field.

| APPLICANT INFORMATION | | |
|--|--------------------|--|
| *Applicant Name: | *Phone: () | Fax: () |
| *Street Address: | | AP E-Mail: |
| *City: | *State: | *Zip: |
| AP Contact Name: | Phone: () | Fax: () |
| *Main Line of Business: | *Date Established: | Dun & Bradstreet #: |
| <input type="checkbox"/> Corporation: <ul style="list-style-type: none"> <input type="checkbox"/> Division of <input type="checkbox"/> Subsidiary of | | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other (please specify): |

| OWNERS, PARTNERS, MEMBERS or OFFICERS (Please note: Social Security Number is <u>not</u> required if Applicant is a corporation.) | | | | | |
|---|---------|-------|--------|---------|-------|
| *Name: | *Title: | *SSN: | *Name: | *Title: | *SSN: |
| | | | | | |

| REFERENCES | | | |
|-------------------|------------------|-------------------|------------------|
| *Bank Reference: | *Account Number: | *Trade Reference: | *Account Number: |
| City/State: | E-Mail: | City/State: | E-Mail: |
| *Phone: () | *Fax: () | *Phone: () | *Fax: () |
| *Trade Reference: | *Account Number: | Trade Reference: | Account Number: |
| City/State: | E-Mail: | City/State: | E-Mail: |
| *Phone: () | *Fax: () | Phone: () | Fax: () |

| | |
|--|---|
| TAX STATUS <input type="checkbox"/> Taxable <input type="checkbox"/> Exempt (Attach exemption certificate) | <input type="checkbox"/> Check here to receive your invoices from WESCO electronically. |
| <input type="checkbox"/> Check here to receive your statements from WESCO electronically. | Email address to be sent to: |

| AGREEMENT AND ACKNOWLEDGMENT | | |
|---|----------|---------|
| The undersigned hereby warrants and represents (i) that he or she is a duly authorized representative of the Applicant with full legal authority to bind the same by the execution of this Application and (ii) that the information set forth in this Application is provided for the purpose of obtaining credit from WESCO and is true and correct. The undersigned hereby acknowledges and agrees (i) that WESCO may obtain information concerning the Applicant from any credit-granting institution, (ii) that this Application shall govern WESCO's review of Applicant's credit history and shall constitute the agreement between Applicant and WESCO governing the provision of credit upon WESCO's subsequent acceptance by any means, whether written or oral, of Applicant's request for credit, (iii) that effective upon any acceptance by WESCO of this Application, all sales of goods or services to Applicant will be governed by WESCO's standard terms and conditions of sale as they are posted at HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF and as the same may be modified from time to time and (iv) that WESCO's provision of credit for the supply of goods and services shall constitute fair and sufficient consideration in exchange for the applicability of such standard terms and conditions of sale. The undersigned agrees and acknowledges that terms of payment shall be net 30 days and that past due balances are subject to service charges at the rate of 1 ½ percent per month; provided, however, that such terms may change based upon revisions to WESCO's standard terms and conditions of sale as the same may be in effect from time to time and that undersigned will be liable for all collection costs incurred by WESCO, including without limitation, attorney's and collection agency fees and the related disbursements. WESCO reserves the right to convert any payment into electronic funds at their discretion. | | |
| * SIGNATURE | * TITLE: | * DATE: |

PERSONAL GUARANTY

| | | | |
|---|-------|---------------------------------|-------|
| In consideration of credit being extended by WESCO to Applicant, I/we hereby personally guarantee to WESCO payment of any obligation of Applicant and agree to be bound to pay WESCO on demand any sum that may become due to WESCO from Applicant. It is understood and agreed that this guaranty shall be a primary, absolute, continuing and irrevocable guaranty and indemnity for such indebtedness and will not be subject to any counterclaims, set-offs, other deductions or defenses. I/We hereby waive notice of default, non-payment or non-performance, dishonor, protest, presentment, diligence, promptness, creation, renewal, accrual, extension, proof or reliance and agree to be bound by all applicable terms and conditions set forth in this Application, including the Terms and Conditions. This Guaranty will not be released, discharged, terminated, modified, affected or impaired by any occurrences or circumstances whatsoever, including without limitation, any insolvency, bankruptcy, reorganization or other similar proceeding affecting Applicant or its assets or any negotiations or course of dealing between WESCO and the Applicant. If any of the undersigned is not an "applicant for credit" under 12 C.F.R. Section 202.2(e) of the regulations enacted under the Equal Credit Opportunity Act of 1974 ("ECOA"), such person acknowledges that (a) this guaranty has been executed to provide credit support for Applicant under this Application, and (b) such party was not required to execute this guaranty in violation of 12 C.F.R Section 202.7(d) of ECOA. This guaranty shall be binding upon the heirs, administrators, successors and assigns of the undersigned. | | | |
| Print Name: | Date: | Print Name: | Date: |
| SSN: | | SSN: | |
| (Sign) JOINTLY AND INDIVIDUALLY | Date: | (Sign) JOINTLY AND INDIVIDUALLY | Date: |
| Witness: | | Witness: | |

TERMS AND CONDITIONS OF APPLICATION FOR BUSINESS CREDIT

Applicant hereby agrees and acknowledges the following:

*Date:

*Signature:

1. WESCO and any of its employees, officers or agents (collectively, "WESCO Parties") hereby are authorized to contact the trade and bank references identified in this Application and to obtain such additional information as they may require concerning Applicant's creditworthiness, and Applicant hereby waives any and all claims against, and fully releases from liability, any and all WESCO Parties with respect to any such inquiry.
2. Any representatives of any of the trade or bank references identified in this Application are authorized to disclose to the WESCO Parties any information pertaining to Applicant's credit history requested by any WESCO Parties, including, without limitation, information regarding Applicant's loans, accounts, purchases or other financial transactions involving the bank or trade reference in the past, present and future, and Applicant hereby waives any and all claims against, and fully releases from liability, any such representatives with respect to any such disclosure.
3. At any time while this Application is pending and throughout any period during which WESCO has extended business credit to Applicant for which it has not yet been reimbursed, WESCO may obtain credit reports (including, without limitation, consumer credit reports) regarding Applicant as well as its principal(s), proprietor(s) and/or guarantor(s) in connection with the extension or continuation of business credit provided by WESCO to Applicant pursuant to or in connection with this Application. Applicant hereby consents to the use of any such credit report consistent with the Federal Fair Credit Reporting Act as set forth in U.S.C. §§ 1681 et seq. Furthermore, WESCO is authorized to share information regarding the extension of business credit to Applicant pursuant to this Application, including, without limitation, Applicant's future credit record with WESCO, with any credit-reporting agency if such information is specifically requested from WESCO.
4. Applicant will give WESCO at least 15 calendar days' prior written notice of any development that may adversely affect Applicant's financial condition, including, without limitation, (a) the institution by or against Applicant of proceedings in bankruptcy or any other procedure for the settlement of debts, (b) Applicant's making an assignment for the benefit of its creditors, (c) Applicant's inability to pay Applicant's expenses as they accrue due to lack of sufficient funds, (d) Applicant's dissolution or other event pursuant to which it ceases to do business, and (e) any change in the business form in which Applicant conducts business, such as (i) the incorporation of a sole proprietorship, (ii) the addition of a partner to a partnership, limited partnership, limited liability partnership, or a limited liability limited partnership, or (iii) the addition of members to a limited liability corporation. Any notice provided hereunder will be sent by courier or U.S. first-class mail (postage prepaid and return receipt requested) to: WESCO Distribution, Inc., Attention: Financial Services, 225 West Station Square Drive, Suite 700, Pittsburgh, PA 15219.
5. WESCO may reject this Application in its sole and absolute discretion. WESCO may cancel or modify Applicant's business credit granted as a result of this Application at any time in WESCO's sole and absolute discretion.
6. Upon WESCO's request at any time, Applicant shall provide to WESCO, within ten business days, Applicant's most current regularly prepared financial statements, including, without limitation, a full and complete statement of Applicant's assets and liabilities.
7. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning applicants is the Federal Trade Commission, ECOA Compliance, Washington, DC 20581.
8. Applicant hereby agrees and acknowledges that it is its intent in executing this Application that all sales made by WESCO to Applicant based upon any credit extended by WESCO to Applicant pursuant to or in connection with this Application will be governed by WESCO's standard terms and conditions of sale as the same may be in effect from time to time.
9. The validity, interpretation and performance of this Agreement and any dispute arising under, pursuant to or in connection with the execution, performance or termination hereof will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles. The sole and proper venue for any dispute arising out of this Application and any subsequent credit relationship resulting from this Application shall be in the state and Federal courts situated in Pittsburgh, Pennsylvania, depending upon (a) which has the appropriate subject matter jurisdiction and (b) the amount in controversy. Applicant hereby agrees to the personal jurisdiction of said courts and waives any objection to personal jurisdiction, including objections based upon inconvenience of forum.
10. To secure the full and timely payment by Applicant to WESCO of all now existing and hereafter arising amounts due WESCO, Applicant hereby grants to WESCO a priority security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by WESCO from time to time, and all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned or hereafter arising or acquired (a) accounts; (b) goods for sale, lease or other disposition by Applicant which have given rise to Accounts and have been returned to or re possessed or stopped in transit by Applicant; (c) chattel paper, electronic chattel Paper, tangible chattel paper, documents of title, instruments, documents, general intangibles, payment intangibles, letter of credit rights, letters of credit and supporting obligations; (d) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles; (e) investment property; (f) deposits, cash and cash equivalents and any property of Applicant now or hereafter in the possession, custody or control of WESCO; (g) deposit accounts held with any depository institution; (h) all other personal property of Applicant of any kind or nature; and (i) all commercial tort claims (the "Assets") and all cash and non-cash proceeds of all of the foregoing property, including, but not limited to, proceeds of all insurance policies insuring the foregoing. Applicant hereby authorizes WESCO to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time following submission of this Application regardless of whether payment is due to WESCO under WESCO's payment terms with Applicant. Applicant shall execute and deliver to WESCO, at any time and from time to time, all agreements, instruments, documents and other written matter (the "Supplemental Documentation"), that WESCO may request, in form and substance acceptable to WESCO, to perfect and maintain perfected WESCO's priority security interest and lien in and to the Assets and/or other lien or bond rights provided herein, and to otherwise consummate the transactions contemplated by this paragraph. Applicant, irrevocably, hereby makes, constitutes and appoints WESCO, and all persons designated by WESCO for that purpose, as Applicant's true and lawful attorney and agent-in-fact, to sign the name of Applicant on the Supplemental Documentation if required, and to deliver such Supplemental Documentation to such persons as WESCO may reasonably elect. Applicant hereby authorizes WESCO to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions WESCO deems appropriate without Applicant's signature, and authorizes WESCO to describe the collateral in such financing statements in any manner WESCO deems appropriate.
11. This Application sets forth all of the terms and conditions applicable to the parties relating to the matters specified in this Application and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters, provided that WESCO may modify the credit agreement comprised of this Application upon written notice to Applicant in WESCO's sole and absolute discretion from time to time.
12. All sales of goods and services to Applicant shall be governed by WESCO's standard terms and conditions of sale as they are posted at [HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf) and as the same may be modified from time to time, including but not limited to the following terms:
 - A. **Disclaimer of Warranties.** WESCO shall use its best reasonable efforts to obtain from its suppliers for the direct benefit of both WESCO and Buyer such warranties as are normally offered by such suppliers in connection with the Goods being supplied by them. WESCO shall give Buyer all reasonable assistance as may be required to enforce such warranties. **EXCEPT FOR THE FOREGOING, WESCO HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES REGARDING GOODS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, AND THE WARRANTY AGAINST REDHIBITORY DEFECTS. WITH REGARD TO ANY AND ALL GOODS PURCHASED BY BUYER PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, WESCO HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES THAT GOODS WILL CONFORM TO SPECIFICATIONS, DESIGNS OR SAMPLES AND WARRANTIES AGAINST PATENT, COPYRIGHT, TRADEMARK, AND ANY OTHER TYPES OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT UNDER THE LAWS OF ANY NATION, INCLUDING, WITHOUT LIMITATION, THE LAWS OF THE UNITED STATES OF AMERICA.**
 - B. **Exclusive Remedy.** Buyer's **EXCLUSIVE** remedy against WESCO for any claim for, or arising out of any in a Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at WESCO's sole election, a refund of the purchase price of the Good. Buyer's **EXCLUSIVE** remedy against WESCO arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at WESCO's sole election, a refund of the purchase price of the Service. These exclusive remedies will only be available to Buyer for one year after the Good is tendered or Service is provided to Buyer, and WESCO's obligations under this section will be void unless Buyer provides WESCO with notice of the defect in the Good or Service within 30 days of discovery of the defect. Any Good returned to WESCO for repair, replacement or refund under this section will be returned by Buyer in accordance with WESCO's return material authorization procedures then in effect.
 - C. **Limitation of Liability.** **NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) WESCO BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF WESCO IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) WESCO'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.**

**EXHIBIT A – Pricing Page and Equipment List
Networking Infrastructure for Data Center 2.0 - OT19103**

Note to Vendors: The Pricing Page is locked. Only the column for Unit Cost is unlocked.

| Section | Part Number | Description | Manufacturer and Model if bidding "or Equal" products | Unit of Measure | Quantity | Unit Cost | Extended Cost |
|------------------|-------------------|--|---|-----------------|----------|--------------|---------------|
| Equipment | | | | | | | |
| 3.1.1 | ASR1002-HX | Contract Item #1 - Cisco ASR Routers, (Cisco ASR1002-HX System, 4x10GE+4x1GE, 2xP/S, optional crypto) or Equal | | EA | 4 | \$ 46,945.52 | \$ 187,782.08 |
| 2.0.0.2.1 | ASR1K-WAN-AGGR | ASR1k-WAN Aggregation with or without Crypto - tracking only, or equal | | EA | 4 | \$ - | \$ - |
| 2.0.0.2.2 | SIASR1-AES | Cisco ASR 1000 Advanced Enterprise Services License, or Equal | | EA | 4 | \$ 4,357.30 | \$ 17,429.20 |
| 2.0.0.2.3 | SFP-10G-SR | 10GBASE-SR SFP Module, or equal | | EA | 16 | \$ 359.74 | \$ 5,755.84 |
| 2.0.0.2.4 | M-ASR1002HX-16GB | Cisco ASR1002-HX 16GB DRAM, or Equal | | EA | 4 | \$ - | \$ - |
| 2.0.0.2.5 | NIM-BLANK | Blank faceplate for NIM slot on Cisco ISR 4400, or Equal | | EA | 4 | \$ 0.01 | \$ 0.04 |
| 2.0.0.2.6 | EPA-BLANK | Ethernet Port Adapter (EPA) Blank Cover, or equal | | EA | 4 | \$ 0.01 | \$ 0.04 |
| 2.0.0.2.7 | SASR1KHXX9-169 | UNIVERSAL, or equal | | EA | 4 | \$ - | \$ - |
| 2.0.0.2.8 | ASR1000X-AC-750W | Cisco ASR1000-HX 750W AC Power Supply, or Equal | | EA | 8 | \$ - | \$ - |
| 2.0.0.2.9 | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m, Or Equal | | EA | 8 | \$ 0.01 | \$ 0.08 |
| 2.0.0.2.10 | FLSA1-HX-2X10GE | ASR1000-HX Built-in 10GE 2-port License, or Equal | | EA | 8 | \$ 4,880.17 | \$ 39,041.36 |
| 2.0.0.2.11 | FLSA1-HX-2X1GE | ASR1000-HX Built-in 1GE 2-port License, or Equal | | EA | 8 | \$ 522.88 | \$ 4,183.04 |
| 2.0.0.2.12 | GLC-SX-MMD | 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM, or Equal | | EA | 4 | \$ 180.57 | \$ 722.28 |
| 2.0.0.2.13 | GLC-TE | 1000BASE-T SFP transceiver module for Category 5 copper wire, or Equal | | EA | 4 | \$ 164.18 | \$ 656.72 |
| | | | | | | | |
| 3.1.2 | N9K-C9336C-FX2-B2 | Contract Item #2 - Cisco 2xNexus Core Switches 9336C-FX2, (2xNexus 9336C-FX2 w/ 8x 100G Optics) or Equal | | EA | 1 | \$ 25,098.04 | \$ 25,098.04 |
| 3.1.2.3.1 | N9K-C9336C-FX2-B | Nexus 9336C-FX2 bundle PID, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.2 | NXOS-9.2.3 | Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.3 | NXK-ACC-KIT-1RU | Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.4 | NXA-FAN-65CFM-PE | Nexus Fan, 65CFM, port side exhaust airflow, or Equal | | EA | 3 | \$ - | \$ - |
| 3.1.2.3.5 | NXA-PAC-1100W-PE2 | Nexus AC 1100W PSU - Port Side Exhaust, or Equal | | EA | 2 | \$ - | \$ - |
| 3.1.2.3.6 | CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, or Equal | | EA | 2 | \$ 0.14 | \$ 0.28 |
| 3.1.2.3.7 | NXK-PICK-BIDI | PID to select QSFP-100G-SR-BD Optic in the bundle, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.8 | QSFP-40/100-SRBD | 100G and 40GBASE SR-BIDI QSFP Transceiver, LC, 100m OM4 MMF, or Equal | | EA | 4 | \$ 0.01 | \$ 0.04 |
| 3.1.2.3.9 | N9K-C9336C-FX2-B | Nexus 9336C-FX2 bundle PID, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.10 | NXOS-9.2.3 | Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.11 | NXK-ACC-KIT-1RU | Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.12 | NXA-FAN-65CFM-PE | Nexus Fan, 65CFM, port side exhaust airflow, or Equal | | EA | 3 | \$ - | \$ - |
| 3.1.2.3.13 | NXA-PAC-1100W-PE2 | Nexus AC 1100W PSU - Port Side Exhaust, or Equal | | EA | 2 | \$ - | \$ - |
| 3.1.2.3.14 | CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, or Equal | | EA | 2 | \$ 0.14 | \$ 0.28 |
| 3.1.2.3.15 | NXK-PICK-BIDI | PID to select QSFP-100G-SR-BD Optic in the bundle, or Equal | | EA | 1 | \$ - | \$ - |
| 3.1.2.3.16 | QSFP-40/100-SRBD | 100G and 40GBASE SR-BIDI QSFP Transceiver, LC, 100m OM4 MMF, or Equal | | EA | 4 | \$ 0.01 | \$ 0.04 |
| 3.1.2.3.17 | N93-LAN1K9 | LAN Enterprise License for Nexus 9300 Platform, or Equal | | EA | 1 | \$ 2,788.67 | \$ 2,788.67 |
| 3.1.2.3.18 | CON-ECMU-N93LAN | SWISS UPGRADES LAN Enterprise License for Nexus 9300 Pl, or Equal | | EA | 1 | \$ 1,606.54 | \$ 1,606.54 |
| 3.1.2.3.19 | N93-LAN1K9 | LAN Enterprise License for Nexus 9300 Platform, or Equal | | EA | 1 | \$ 2,788.67 | \$ 2,788.67 |

| | | | | | | |
|------------|---------------------------|--|----|---|--------------|--------------|
| 3.1.2.3.20 | CON-ECMU-N93LAN | SWSS UPGRADES LAN Enterprise License for Nexus 9300 PI, or Equal | EA | 1 | \$ 1,606.54 | \$ 1,606.54 |
| 3.1.2.3.21 | QSFP-100G-CU1M | 100GBASE-CR4 Passive Copper Cable, 1m, or Equal | EA | 1 | \$ 113.29 | \$ 113.29 |
| 3.1.3 | N9K-C93180-EX-B24C | Contract Item #3 - Cisco 2xNexus Top of Rack SFP+ Switches, Cisco 93180YC-EX, (2xNexus 93180YC-EX w/ 8x 100G Optics) or Equal | EA | 2 | \$ 18,779.61 | \$ 37,559.22 |
| 3.1.3.3.1 | N9K-C93180YC-EX-B | Nexus 93180YC-EX bundle PID, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.2 | NXK-PICK-BIDI | PID to select QSFP-100G-SR-BD Optic in the bundle, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.3 | QSFP-40/100-SRBD | 100G and 40GBASE SR-BIDI QSFP Transceiver, LC, 100m OM4 MMF, or Equal | EA | 8 | \$ 695.43 | \$ 5,563.44 |
| 3.1.3.3.4 | NXA-PAC-650W-PE | Nexus NEBs AC 650W PSU - Port Side Exhaust, or Equal | EA | 4 | \$ - | \$ - |
| 3.1.3.3.5 | NXA-FAN-30CFM-F | Nexus 2K/3K/9K Single Fan, port side exhaust airflow, or Equal | EA | 8 | \$ - | \$ - |
| 3.1.3.3.6 | N9K-C93180YC-EX-B | Nexus 93180YC-EX bundle PID, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.7 | NXK-PICK-BIDI | PID to select QSFP-100G-SR-BD Optic in the bundle, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.8 | QSFP-40/100-SRBD | 100G and 40GBASE SR-BIDI QSFP Transceiver, LC, 100m OM4 MMF, or Equal | EA | 8 | \$ 695.43 | \$ 5,563.44 |
| 3.1.3.3.9 | NXA-PAC-650W-PE | Nexus NEBs AC 650W PSU - Port Side Exhaust, or Equal | EA | 4 | \$ - | \$ - |
| 3.1.3.3.10 | NXA-FAN-30CFM-F | Nexus 2K/3K/9K Single Fan, port side exhaust airflow, or Equal | EA | 8 | \$ - | \$ - |
| 3.1.3.3.11 | NXOS-9.2.3 | Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.12 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.13 | CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, or Equal | EA | 4 | \$ 0.14 | \$ 0.56 |
| 3.1.3.3.14 | NXOS-9.2.3 | Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.15 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.3.3.16 | CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, or Equal | EA | 4 | \$ 0.14 | \$ 0.56 |
| 3.1.4 | N9K-C93108-EX-B24C | Contract Item #4 - Cisco 2xNexus Top of Rack 10GBase-T Switch, Cisco 93108TC-EX, (2xNexus 93108TC-EX w/ 8x 100G Optics), or Equal | EA | 1 | \$ 21,249.67 | \$ 21,249.67 |
| 3.1.4.4.1 | N9K-C93108TC-EX-B | Nexus 93108TC-EX bundle PID, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.2 | NXK-PICK-BIDI | PID to select QSFP-100G-SR-BD Optic in the bundle, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.3 | QSFP-40/100-SRBD | 100G and 40GBASE SR-BIDI QSFP Transceiver, LC, 100m OM4 MMF, or Equal | EA | 4 | \$ 0.01 | \$ 0.04 |
| 3.1.4.4.4 | CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, or Equal | EA | 2 | \$ 0.14 | \$ 0.28 |
| 3.1.4.4.5 | NXA-PAC-650W-PE | Nexus NEBs AC 650W PSU - Port Side Exhaust, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.4.4.6 | N9K-C93108TC-EX-B | Nexus 93108TC-EX bundle PID, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.7 | NXK-PICK-BIDI | PID to select QSFP-100G-SR-BD Optic in the bundle, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.8 | QSFP-40/100-SRBD | 100G and 40GBASE SR-BIDI QSFP Transceiver, LC, 100m OM4 MMF, or Equal | EA | 4 | \$ 0.01 | \$ 0.04 |
| 3.1.4.4.9 | NXA-PAC-650W-PE | Nexus NEBs AC 650W PSU - Port Side Exhaust, or Equal | EA | 2 | \$ - | \$ - |
| 3.1.4.4.10 | NXOS-9.2.3 | Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.11 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.12 | CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America, or Equal | EA | 2 | \$ 0.14 | \$ 0.28 |
| 3.1.4.4.13 | NXOS-9.2.3 | Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.2.3, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.14 | N3K-C3064-ACC-KIT | Nexus 3K/9K Fixed Accessory Kit, or Equal | EA | 1 | \$ - | \$ - |
| 3.1.4.4.15 | NXA-FAN-30CFM-F | Nexus 2K/3K/9K Single Fan, port side exhaust airflow, or Equal | EA | 4 | \$ - | \$ - |
| 3.1.4.4.16 | NXA-FAN-30CFM-F | Nexus 2K/3K/9K Single Fan, port side exhaust airflow, or Equal | EA | 4 | \$ - | \$ - |

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|--|-------------------|--|----|-----|--------------|-------------------|
| 3.1.5 | QSFP-40/100-SRBD= | Contract Item #5 - Cisco QSFP Transceiver Module 40 Gigabit LAN, (100G and 40GBASE SR-BIDI QSFP Transceiver, LC, 100m OM4 MMF), or Equal | EA | 16 | \$ 799.65 | \$ 12,794.40 |
| Overall Total for Equipment | | | | | | \$ 372,305.00 |
| Hardware Support | | | | | | |
| 3.1.7 | | Contract Item #6 - Extended Service Agreement - Cisco SMARTNet 8x5xNBD, CON-SNT-ASR102HX or Equal | EA | 4 | \$ 28,847.71 | \$ 115,390.84 |
| 3.1.8 | | Contract Item #7 - Extended Service Agreement - Cisco SMARTNet 8x5xNBD, CON-SNT-SLASR1AM or Equal | EA | 4 | \$ 2,898.47 | \$ 11,593.88 |
| 3.1.9 | | Contract Item #8 - Extended Service Agreement - Cisco SMARTNet 8x5xNBD, CON-SNT-FLSA1FHX or Equal | EA | 8 | \$ 348.09 | \$ 2,784.72 |
| 3.1.10 | | Contract Item #9 - Extended Service Agreement - Cisco SMARTNet 8x5xNBD, CON-SNT-FLSA1LHX or Equal | EA | 8 | \$ 3,246.57 | \$ 25,972.56 |
| 3.1.11 | | Contract Item #10 - Extended Service Agreement - Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-N9336FB or Equal | EA | 2 | \$ 5,114.16 | \$ 10,228.32 |
| 3.1.12 | | Contract Item #11 - Extended Service Agreement - Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-N9336FB2 or Equal | EA | 1 | \$ - | \$ - |
| 3.1.13 | | Contract Item #12 - Extended Service Agreement - Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-93180YBN or Equal | EA | 4 | \$ 3,611.87 | \$ 14,447.48 |
| 3.1.14 | | Contract Item #13 - Extended Service Agreement - Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-93180B24 or Equal | EA | 2 | \$ - | \$ - |
| 3.1.15 | | Contract Item #14 - Extended Service Agreement - Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-93108TBN or Equal | EA | 2 | \$ 3,923.10 | \$ 7,846.20 |
| 3.1.16 | | Contract Item #15 - Cisco SMARTNet Total Care Service 8x5xNBD, CON-SNT-93108B24 or Equal | EA | 1 | \$ - | \$ - |
| Overall Total for Hardware Support | | | | | | \$ 188,264.00 |
| Professional Services | | | | | | |
| 3.1.17 | | Contract Item #16 - Professional Services - Advanced Services Implementation by Cisco (AS-DC-CNSLT), or Equal | EA | 1 | \$ 85,869.00 | \$ 85,869.00 |
| 3.1.18 | | Contract Item #17 - Training Services - Learning Credits (TRN-CLC-004) or Equal. | EA | 160 | \$ - | \$ - |
| Overall Total for Professional Services | | | | | | \$ 85,869.00 |
| Overall Total Cost | | | | | \$ | 646,438.00 |

Any product or service not on the Agency provided Cost Sheet will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Cost Sheet could lead to disqualification of vendors bid.

Matt Bailey/ Senior Account Representative, WESCO Distribution, Inc.

6/8/2020

Vendor Signature:

Date: