

NOTICE

Please note that this bid from PHAETON SOLUTIONS for the solicitation OOT2200000001 was received at the Purchasing Division office prior to the established bid-opening date and time on August 31, 2021, but did not load properly at the public bid opening. This response has since been loaded and is now posted.



Guy Nisbet

Assistant Purchasing Director



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

List View

General Information

[Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 920610

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0231

Vendor ID: VS0000022513

SO Doc ID: OOT2200000001

Legal Name: PHAETON SOLUTIONS LLC

Published Date: 8/30/21

Alias/DBA:

Close Date: 8/31/21

Total Bid: \$416,829.08

Close Time: 13:30

Response Date: 08/31/2021

Status: Closed

Response Time: 8:30

Solicitation Description: Networking Infrastructure Equipment for Bldg 6 (OT22016)

Responded By User ID: Phaeton2020

Total of Header Attachments: 5

Total of All Attachments: 5

First Name: Anthony

Last Name: Cole

Email: acole@phaeton-solutions

Phone: 202-805-1359



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 920610
Solicitation Description: Networking Infrastructure Equipment for Bldg 6 (OT22016)
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-08-31 13:30	SR 0231 ESR08312100000001463	1

VENDOR
 VS0000022513
 PHAETON SOLUTIONS LLC

Solicitation Number: CRFQ 0231 OOT2200000001
Total Bid: 416829.0800000000162981450557 **Response Date:** 2021-08-31 **Response Time:** 08:30:09
Comments:

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

Vendor Signature X **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	Network Infrastructure Equipment - see attached Pricing Page	1.00000	EA	416829.080000	416829.08

Comm Code	Manufacturer	Specification	Model #
43221700			

Commodity Line Comments:

Extended Description:

Overall Total Cost for Networking Infrastructure Equipment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CoverWallet, Inc. 25 W 45th Street, Floor 15 New York NY 10036	CONTACT NAME: Chris Ham PHONE (A/C No. Ext): (646) 844-9933 E-MAIL ADDRESS: customer.service@coverwallet.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A : Pacific Indemnity Company		NAIC # 20346
INSURED Phaeton Solutions LLC 12110 Sunset Hills Rd. #602 Reston, VA 20190 United States	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OFFVAF156062905-002	03/25/2021	03/25/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OFFVAF156062905-002	03/25/2021	03/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Margaret M. Reff

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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: Phaeton Solutions, LLC

Authorized Signature: *Anthony G. Cole* Date: 05/14/2021

State of Virginia

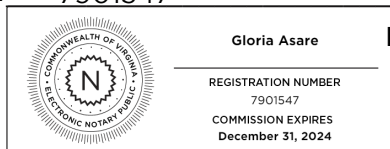
County of loudoun, to-wit:

Taken, subscribed, and sworn to before me this 14th day of May, 2021.

My Commission expires 31st December, 2021.

Notary registration No: 7901547

AFFIX SEAL HERE



NOTARY PUBLIC

Gloria Asare

Gloria Asare

Purchasing Affidavit (Revised 01/19/2018)

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.

Anthony O. Cole, President and CEO

(Name, Title)

ANTHONY O. COLE, President and CEO

(Printed Name and Title)

12110 Sunset Hills Road, Suite 600, Reston, VA 20190

(Address)

202-805-1359

(Phone Number) / (Fax Number)

acole@phaeton-solutions.com

(E-mail 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.

Phaeton Solutions LLC

(Company)

(Authorized Signature) (Representative Name, Title)

Anthony Cole
PRESIDENT &
CEO

ANTHONY O. COLE, President and CEO

(Printed Name and Title of Authorized Representative)

05/14/2021

(Date)

202-805-1359

(Phone Number) (Fax Number)

PHAETON SOLUTIONS

PRICING PROPOSAL

Number: WV-GOV-CRFQ 0231 OOT220000001

Proposal Expiration: 10/15/2021

Contact: Anthony Cole

Email: acole@phaeton-solutions.com

Phone #: 202-805-1359

Phaeton Solutions

12110 Sunset Hills Rd., Suite 600

Reston, VA 20190

www.phaeton-solutions.com

TAX ID: 84-4420324

DUNS: 117416111

CAGE CODE: 8HFX4

Size Standard: SB, MBE, DBE

Date: 8/16/2021

Attention: Jessica S. Chambers

Title: Procurement Officer,

Contact: jessica.s.chambers@wv.gov

Phone: (304) 558-0246

Customer Name: US Navy USMC MCIC

Billing Address:

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

Ship To Address:

DEPARTMENT OF ADMINISTRATION

OFFICE OF TECHNOLOGY

908 BULLITT ST

CHARLESTON WV

Project Title: Solicitation #CRFQ 0231 OOT220000001

Project Description: Networking Infrastructure Equipment for Bldg 6 (OT22016)

Payment Terms: 30 Days

Shipping Terms: FOB Destination

Item #	Manufacturer Model/ Description	Parts #	QTY	MSRP	MSRP Amount	Client Offered Unit Price	Client Offered Amount
1	Nexus 9300 Series, 36p 40/100G QSFP28	N9K-C9336C-FX2	2	\$32,662.50	\$65,325.00	\$13,032.34	\$26,064.68
2	SNTC-8X5XNBD Nexus 9300 Series, 36p 40/100G QSFP28	CON-SNT-N9336FX2	10	\$1,528.00	\$15,280.00	\$1,120.33	\$11,203.30
3	Dummy PID for mode selection	MODE-NXOS	2	\$0.00	\$0.00	\$0.00	\$0.00
4	Dummy PID for Airflow Selection Port-side Exhaust	NXK-AF-PE	2	\$0.00	\$0.00	\$0.00	\$0.00
5	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 10.1.2	NXOS-10.1.2	2	\$0.00	\$0.00	\$0.00	\$0.00
6	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	NXK-ACC-KIT-1RU	2	\$0.00	\$0.00	\$0.00	\$0.00
7	Nexus AC 1100W PSU - Port Side Exhaust	NXA-PAC-1100W-PE2	4	\$0.00	\$0.00	\$0.00	\$0.00
8	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	CAB-9K12A-NA	4	\$0.00	\$0.00	\$0.00	\$0.00
9	Nexus Fan, 65CFM, port side exhaust airflow	NXA-FAN-65CFM-PE	6	\$0.00	\$0.00	\$0.00	\$0.00
10	OPT OUT FOR "Default" DCN Subscription Selection	C1-SUBS-OPTOUT	2	\$0.00	\$0.00	\$0.00	\$0.00
11	NX-OS Essentials license for Nexus 9300 (10G+) Platforms	NXOS-ES-XF	2	\$13,065.00	\$26,130.00	\$5,212.94	\$10,425.87
12	SWSS UPGRADES NX-OS Essentials license for Nexus 9300	CON-ECMU-N9SWESXF	10	\$660.00	\$6,600.00	\$483.91	\$4,839.12
13	Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	N9K-C93180YC-EX	2	\$33,060.50	\$66,121.00	\$13,191.14	\$26,382.28
14	SNTC-8X5XNBD Nexus 9300 with 48p	CON-SNT-93180YCX	10	\$1,079.16	\$10,791.60	\$791.24	\$7,912.36
15	Dummy PID for mode selection	MODE-NXOS	2	\$0.00	\$0.00	\$0.00	\$0.00
16	Dummy PID for Airflow Selection Port-side Exhaust	NXK-AF-PE	2	\$0.00	\$0.00	\$0.00	\$0.00
17	Nexus 9500, 9300, 3000 Base NX-OS Software Rel10.1.1(32-bit)	NXOS-10.1.1	2	\$0.00	\$0.00	\$0.00	\$0.00
18	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	NXK-ACC-KIT-1RU	2	\$0.00	\$0.00	\$0.00	\$0.00
19	Nexus NEBs AC 650W PSU - Port Side Exhaust	NXA-PAC-650W-PE	4	\$0.00	\$0.00	\$0.00	\$0.00
20	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	CAB-9K12A-NA	4	\$0.00	\$0.00	\$0.00	\$0.00
21	Nexus Fan, 30CFM, port side exhaust airflow	NXA-FAN-30CFM-F	8	\$0.00	\$0.00	\$0.00	\$0.00

Item #	Manufacturer Model/ Description	Parts #	QTY	MSRP	MSRP Amount	Client Offered Unit Price	Client Offered Amount
22	OPT OUT FOR "Default" DCN Subscription Selection	C1-SUBS-OPTOUT	2	\$0.00	\$0.00	\$0.00	\$0.00
23	Nexus 9300 with 48p 10G BASE-T and 6p 100G QSFP28	N9K-C93108TC-EX	10	\$27,596.25	\$275,962.50	\$11,036.98	\$110,369.81
24	SNTC-8X5XNBD Nexus 9300 with 48p 10G BASE-T and 6p 10	CON-SNT-93108TCX	50	\$1,058.00	\$52,900.00	\$775.73	\$38,786.28
25	Dummy PID for mode selection	MODE-NXOS	10	\$0.00	\$0.00	\$0.00	\$0.00
26	Dummy PID for Airflow Selection Port-side Exhaust	NXK-AF-PE	10	\$0.00	\$0.00	\$0.00	\$0.00
27	Nexus 9500, 9300, 3000 Base NX-OS Software Rel10.1.1(32-bit)	NXOS-10.1.1	10	\$0.00	\$0.00	\$0.00	\$0.00
28	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	NXK-ACC-KIT-1RU	10	\$0.00	\$0.00	\$0.00	\$0.00
29	Nexus NEBs AC 650W PSU - Port Side Exhaust	NXA-PAC-650W-PE	20	\$0.00	\$0.00	\$0.00	\$0.00
30	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	CAB-9K12A-NA	20	\$0.00	\$0.00	\$0.00	\$0.00
31	Nexus Fan, 30CFM, port side exhaust airflow	NXA-FAN-30CFM-F	40	\$0.00	\$0.00	\$0.00	\$0.00
32	OPT OUT FOR "Default" DCN Subscription Selection	C1-SUBS-OPTOUT	10	\$0.00	\$0.00	\$0.00	\$0.00
33	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	QSFP-40/100-SRBD=	96	\$2,303.98	\$221,182.08	\$1,277.79	\$122,667.74
34	10GBASE-SR SFP Module	SFP-10G-SR++=	72	\$999.98	\$71,998.56	\$554.59	\$39,930.52
35	100GBASE-CR4 Passive Copper Cable, 1m	QSFP-100G-CU1M=	2	\$374.62	\$749.24	\$207.77	\$415.54
36	1 Training credit. Expires in 1 yr. Team Captain required	TRN-CLC-004	160	\$100.00	\$16,000.00	\$85.54	\$13,686.40
				SUB TOTAL:	\$829,039.98		\$412,683.88
				Savings off MSRP		-50.2%	
				Tax	\$0.00		\$0.00
				FOB Shipping:	\$4,145.20		\$4,145.20
				GRAND TOTAL:			\$416,829.08

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.

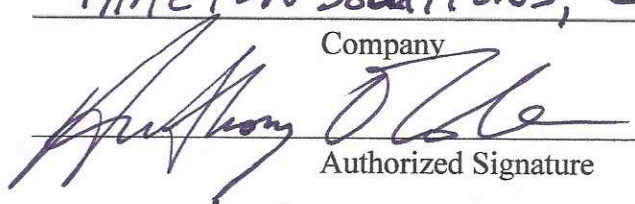
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

PHAETON SOLUTIONS, LLC
Company

Authorized Signature
8/31/2021
Date

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