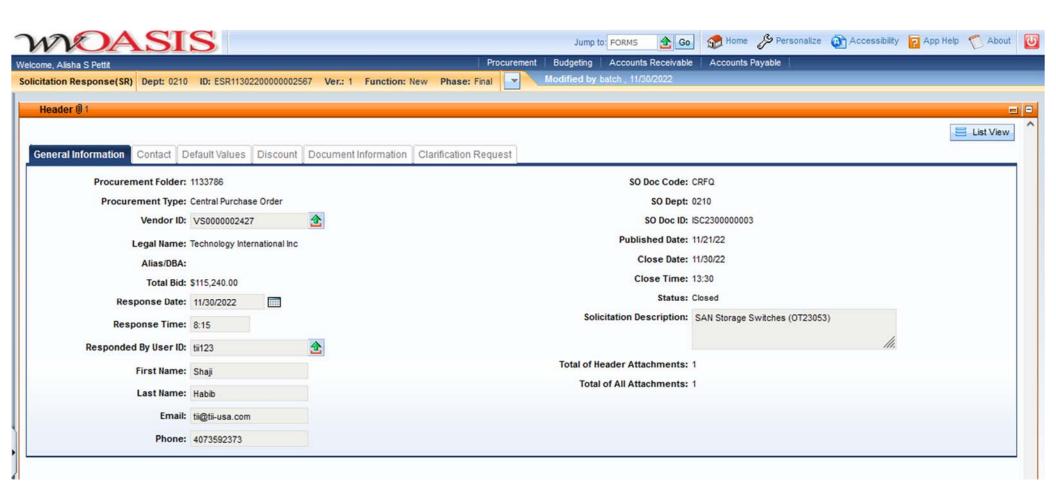
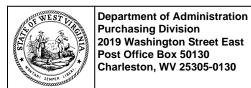


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





State of West Virginia Solicitation Response

Proc Folder:

1133786

Solicitation Description:

SAN Storage Switches (OT23053)

Proc Type:

Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-11-30 13:30	SR 0210 ESR11302200000002567	1

VENDOR

VS0000002427

Technology International Inc

Solicitation Number: CRFQ 0210 ISC2300000003

Total Bid: 115240 **Response Date:** 2022-11-30 **Response Time:** 08:15:57

Comments: ***Please see our Equipment Proposal TII/WV/1122/25220 attached.

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec 304-558-2314 jessica.l.hovanec@wv.gov

Vendor Signature X

DATE

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

Date Printed: Nov 30, 2022 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

FEIN#

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SAN Storage Fabric Switches - see Pricing	1.00000	EA	115240.000000	115240.00
	Page				

Comm Code	Manufacturer	Specification	Model #	
43222615				

Commodity Line Comments: ***Please see our Equipment Proposal TII/WV/1122/25220 attached.

Extended Description:

SAN Storage Fabric Switches - see Pricing Page

Date Printed: Nov 30, 2022 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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

State of West Virginia **Centralized Request for Quote** Info Technology

Proc Folder: 1133786

Doc Description: SAN Storage Switches (OT23053)

Reason for Modification:

Addendum #1 to publish Vendor

Questions and Answers.

Proc Type: Central Purchase Order

Version Date Issued Solicitation Closes Solicitation No 2022-11-30 13:30 CRFQ 0210 ISC2300000003 2 2022-11-21

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Technology International, Inc.

Address: 1331 South International Parkway,

Street: Suite 2251,

City: Lake Mary

Country: USA **Zip**: 32746 State: Florida

Principal Contact: Rifat Habib

Vendor Contact Phone: 407-359-2373 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec 304-558-2314

jessica.l.hovanec@wv.gov

Vendor Signature X

Rijat Habit FEIN# 650342335 **DATE** 11/29/2022

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

Date Printed: Nov 21, 2022 FORM ID: WV-PRC-CRFQ-002 2020/05 Page: 1

ADDITIONAL INFORMATION

Addendum #1 to publish Vendor Questions and Answers.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) for the purchase of SAN Storage Fabric Switches per the specifications and terms and conditions as attached hereto.

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

Qty

Unit Issue

Unit Price

Total Price

Comm Code	Manufacturer	Specification	Model #
43222615	***Please see our Equipment Pro	posal TII/WV/1122/25220 attached.	

Extended Description:

Line

SAN Storage Fabric Switches - see Pricing Page

Comm Ln Desc

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Technical Questions due by November 17, 2022 at	2022-11-17
	10:00 AM ET	

 Date Printed:
 Nov 21, 2022
 Page: 2
 FORM ID: WV-PRC-CRFQ-002 2020/05

SOLICITATION NUMBER: CRFQ ISC2300000003 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ ISC2300000003 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1) To publish Vendor Questions and Answers

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ISC2300000003

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.

(Chec	k th	e bo	x next to each addendum re	eceived	1)	
	[X]	Addendum No. 1	[]	Addendum No. 6
	[]	Addendum No. 2	[]	Addendum No. 7
	[]	Addendum No. 3	[]	Addendum No. 8
	[]	Addendum No. 4	[]	Addendum No. 9
	[]	Addendum No. 5	[]	Addendum No. 10

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Tec	chnology International, Inc.		
	Company		
	Rijat Halib		
	Authorized Signature		
	11/29/2022		
	Date		

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

ISC2300000003 Addendum #1 Vendor Questions and Answers

- Q1) We wanted to know if we could offer the HPE version of the CONNECTRIX B-SERIES DS-6600B SWITCH and licenses since both companies purchased it from Brocade.
- A1) Any product that meets the mandatory requirements will be considered.



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

State of West Virginia Centralized Request for Quote Info Technology

Proc Folder: 1133786

Doc Description: SAN Storage Switches (OT23053)

Reason for Modification:

Proc Type:

Central Purchase Order

Date Issued Solicitation Closes Solicitation No Version

2022-11-14 | 2022-11-30 | 13:30 | CRFQ 0210 | ISC23000000003 | 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Technology International, Inc.

Address: 1331 South International Parkway,

Street: Suite 2251,

City: Lake Mary

State: Florida Country: USA Zip: 32746

Principal Contact: Rifat Habib

Vendor Contact Phone: 407-359-2373 Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec 304-558-2314

jessica.l.hovanec@wv.gov

Vendor Signature X Rijat Holil

FEIN# 650342335

DATE 11/29/2022

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

 Date Printed:
 Nov 14, 2022
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) for the purchase of SAN Storage Fabric Switches per the specifications and terms and conditions as attached hereto.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SAN Storage Fabric Switches - see Pricing Page	1.00000	EA	\$115,240.00	\$115,240.00

Comm Code	Manufacturer	Specification	Model #
43222615	***Please see our Equipment Pro	posal TII/WV/1122/25220 attached.	

Extended Description:

SAN Storage Fabric Switches - see Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Technical Questions due by November 17, 2022 at 10:00 AM ET	2022-11-17

 Date Printed:
 Nov 14, 2022
 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 3
ISC2300000003	Final	SAN Storage Switches (OT23053)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia Centralized Request for Quote Info Technology

Proc Folder: 1133786 Reason for Modification:

Doc Description: SAN Storage Switches (OT23053)

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2022-11-14
 2022-11-30
 13:30
 CRFQ
 0210
 ISC23000000003
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Technology International, Inc.

Address: 1331 South International Parkway,

Street: Suite 2251,

City: Lake Mary

State: Florida Country: USA Zip: 32746

Principal Contact: Rifat Habib

Vendor Contact Phone: 407-359-2373 Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec 304-558-2314

jessica.l.hovanec@wv.gov

Vendor Ryal Habit

Signature X / FEIN# 650342335 DATE 11/29/2022

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

 Date Printed:
 Nov 14, 2022
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) for the purchase of SAN Storage Fabric Switches per the specifications and terms and conditions as attached hereto.

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

Line Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1 SAN Storage Fabric Sv Page	vitches - see Pricing 1.0000	0 EA	\$115,240.00	\$115,240.00

Comm Code	Manufacturer	Specification	Model #
43222615	***Please see our Equi	pment Proposal TII/WV/1122/25220	attached.

Extended Description:

SAN Storage Fabric Switches - see Pricing Page

SCHEDULE OF EVENTS

Line	<u>Event</u>	Event Date
1	Technical Questions due by November 17, 2022 at 10:00 AM ET	2022-11-17

 Date Printed:
 Nov 14, 2022
 FORM ID: WV-PRC-CRFQ-002 2020/05

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: November 17, 2022 at 10:00 AM ET

Submit Questions to: Jessica L. Hovanec, Senior Buyer 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970

Email: Jessica.L.Hovanec@wv.gov

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- **6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus ______N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Jessica L. Hovanec

SOLICITATION NO.: CRFQ ISC2300000003 BID OPENING DATE: November 30, 2022

BID OPENING TIME: 1:30 PM ET FAX NUMBER: 304-558-3970

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: November 30, 2022 at 1:30 PM ET

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: 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: 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 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 *wv*OASIS 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. 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.
- **23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.
- **24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of The Initial Contract Term becomes effective on the effective start
date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.
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 withindays.
☐ 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:
the contract will continue for years;

the 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).
✓ 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.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete.
Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
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/Award Document 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.
Construction: This Contract is for construction activity more fully defined in the specifications.

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
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 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 that insurance requirement is listed in this section.

Vendor must maintain:	
✓ Commercial General Liability Insurance in at least an amount of: \$1,000,000 occurrence.	per
Automobile Liability Insurance in at least an amount of:occurrence.	_per
Professional/Malpractice/Errors and Omission Insurance in at least an amo per occurrence. Notwithstanding the forgoing, Vendor's at 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:occurrence.	per _
Builders Risk Insurance in an amount equal to 100% of the amount of the	
Contract. [] Pollution Insurance in an amount of: per	
currence.	
Aircraft Liability in an amount of: per occurrence.	

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

not limit	UIDATED DAMAGES: This clause shall in no way be considered exclusive and shall the State or Agency's right to pursue any other available remedy. Vendor shall pay d damages in the amount specified below or as described in the specifications:
	for
	Liquidated Damages Contained in the Specifications.
/	Liquidated Damages Are Not Included in this Contract.

- **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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- **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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- **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 regarding 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.

Revised 09/12/2022

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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.
- **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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. 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.
- **39. 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.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- **41. 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.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. 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
 - 2. 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.

42. 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.

- 43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.
- **44. 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.
- **45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Rifat Habib, Business Development Exec.
(A.11) 1221 South International Parkway Suite 2251 Lake Many Elerida 22746
(Address) 1331 South International Parkway, Suite 2251, Lake Mary, Florida 32746
(Phone Number) / (Fax Number) <u>407-359-2373 / 407-359-2372</u>
(1 11) tii@tii usa com
(email address) tii@tii-usa.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Technology International, Inc.
(Company)
Rijet Habib
(Signature of Authorized Representative)
Rifat Habib, Business Development Exec.
(Printed Name and Title of Authorized Representative) (Date) 407-359-2373 407-359-2372
(Phone Number) (Fax Number)
tii@tii-usa.com
(Email Address)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Office of Technology (WVOT) is soliciting bids to establish a contract for the new hardware, software, maintenance, and support to add to the Agency's existing EMC Connectrix B-Series and Broadcom/Brocade Fibre Channel SAN Fabric. The successful vendor must be authorized to sell maintenance and support from the proposed equipment manufacturer either Broadcom/Brocade or OEM-branded Brocade hardware.
- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Licenses"** means Agency's licenses to utilize Broadcom/Brocade or OEM-branded Brocade software and hardware.
 - **2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.
 - **3.1.** Vendor must be authorized by the respective manufacturer to sell the quoted manufacturer's hardware, software, maintenance, and support. Vendor must provide certification upon request.

4. MANDATORY REQUIREMENTS:

- 4.1. Broadcom or Brocade OEM Hardware, Software, Maintenance and Support
 - **4.1.1.** Quantity:2, CONNECTRIX DS-6620B 24P/48P V2 SWITCH (FOS 9.0 MIN) W/REAR-TO-FRONT AIRFLOW (INCLUDES 24X16GB SFPS AND RACK MOUNT KIT), or equal.

8/30/2022

- **4.1.2.** Quantity:2, CONNECTRIX DS-6620B 12PORT 16G SFP UPGRADE KIT, or equal.
- **4.1.3.** Quantity:2, CONNECTRIX C14-TO-C13 3M INTERNAL CAB POWER CORDS-B, or equal.
- **4.1.4.** Quantity:2, 6620FR16B24 DELL HARDWARE LIMITED WARRANTY, or equal.
- **4.1.5.** Quantity:2, 6620FR16B24 PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS, or equal.
- **4.1.6.** Quantity:2, 6620FR16B24 PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 2 YEARS EXTENDED, or equal.
- **4.1.7.** Quantity:2, 6620FR16B24 PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS, or equal.
- **4.1.8.** Quantity:2, CONNECTRIX B-SERIES SOFTWARE LICENSES, or equal. Equivalence determined by meeting or exceeding Items 4.2 through 4.8
- **4.1.9.** Quantity:2, DS-6620B ENTERPRISE SW BUNDLE, DIGITAL FULFILMENT, or equal.
- **4.1.10.** Quantity:2, PROSUPPORT PLUS MISSION CRITICAL DS-6620B ENTERPRISE SWITCH BUNDLE SOFTWARE SUPPORT-MAINTENANCE 5 YEARS, or equal.
- **4.2.** Switches must be Brocade/Broadcom or OEM branded Brocade to integrate functionality and management of existing environment.
- **4.3.** Switches must have at least 36 Fibre Channel (FC) ports, expandable to 48 FC ports.
- **4.4.** FC Switch ports must support at least 16 Gigabit per second (Gbps) Fibre Channel
- **4.5.** Switches must contain at least thirty-six (36) 16 Gbps Small Form-factor Pluggable (SFP) Modules
- **4.6.** Software bundle must include ISL Trunking, Fabric Vision and Extended Fabrics
- **4.7.** Support on all hardware and software must be for five (5) years
- **4.8.** Support and maintenance for the items listed in 4.1 must include, at a minimum:
 - **4.8.1.** Hardware and software support
 - **4.8.2.** 24/7 remote technical support
 - **4.8.3.** Hardware and software products covered
 - **4.8.4.** Onsite hardware support next business day and 4-hour for mission critical, as determined by the Agency.
 - **4.8.5.** Self-service case initiation and management.
 - **4.8.6.** Provide software updates.
 - **4.8.7.** 3rd party software support.
 - **4.8.8.** Complete hardware and software 24x7x365 access to certified hardware and software experts.
 - **4.8.9.** Collaborative support with 3rd party vendors.
 - **4.8.10.** Onsite parts and labor response options including next business day, or 4 hour for mission critical.

4.8.11. Proactive monitoring, issue detection, notification, and automated case creation for accelerated issue resolution.

5. CONTRACT AWARD:

- **5.1. Contract Award:** The Contract will be awarded to the Vendor that provides the Hardware, Software, Support, and Maintenance meeting the required specifications for the lowest total contract cost as shown on the Pricing Page.
- **5.2. Pricing Page:** Vendor should complete the Pricing Page by completing each item with unit cost, extended cost, and total cost per line. Vendor should also complete the cost per term and total costs. If vendor chooses to fill out the pricing page electronically, only the unit cost needs to be input.

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.

- **6. PAYMENT:** Agency shall pay the Total Cost, as shown on the Pricing Page, for all Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 7. FACILITIES ACCESS: In the event that performance of Maintenance and Support, requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:
 - **7.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **7.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - **7.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **7.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - **7.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

8. VENDOR DEFAULT:

- **8.1.** The following shall be considered a vendor default under this Contract.
 - **8.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **8.1.2.** Failure to comply with other specifications and requirements contained herein.
 - **8.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **8.1.4.** Failure to remedy deficient performance upon request.
- **8.2.** The following remedies shall be available to Agency upon default.
 - **8.2.1.** Immediate cancellation of the Contract.
 - **8.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
 - **8.2.3.** Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. 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: Rifat Habib

Telephone Number: 407-359-2373

Fax Number: 407-359-2372

Email Address: tii@tii-usa.com

EXHIBIT A – Pricing Page

	SAN Storage Fabric Switches - OT23053				
Specification	Part Number	Or Equal Alternative	Quantity	Unit Cost	Extended Cost
4.1.1	CONNECTRIX DS-6620B 24P/48P V2 SWITCH (FOS 9.0 MIN) W/REAR-TO-FRONT AIRFLOW (INCLUDES 24X16GB SFPS AND RACK MOUNT KIT), or equal		2	\$19,750.00	\$39,500.00
4.1.2	CONNECTRIX DS-6620B 12PORT 16G SFP UPGRADE KIT, or equal.		2	\$8,705.00	\$17,410.00
4.1.3	CONNECTRIX C14-TO-C13 3M INTERNAL CAB POWER CORDS-B, or equal.		2	\$215.00	\$430.00
4.1.4	6620FR16B24 DELL HARDWARE LIMITED WARRANTY, or equal.		2	\$1,275.00	\$2,550.00
4.1.5	6620FR16B24 PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 3 YEARS, or equal.		2	\$1,275.00	\$2,550.00
4.1.6	6620FR16B24 PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 2 YEARS EXTENDED, or equal.		2	\$850.00	\$1,700.00
4.1.7	6620FR16B24 PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS, or equal.		\$1,280.00	\$2,560.00	
4.1.8	CONNECTRIX B-SERIES SOFTWARE LICENSES, or equal		2	\$8,710.00	\$17,420.00
4.1.9	DS-6620B ENTERPRISE SW BUNDLE, DIGITAL FULFILMENT, or equal.		2	\$14,280.00	\$28,560.00
4.1.10	PROSUPPORT PLUS MISSION CRITICAL DS-6620B ENTERPRISE SWITCH BUNDLE SOFTWARE SUPPORT-MAINTENANCE 5 YEARS, or equal.		2	\$1,280.00	\$2,560.00
				TOTAL COST:	\$115,240.00

^{***}Please see our Equipment Proposal TII/WV/1122/25220 attached.





1331 South International Pkwy, Suite 2251 Lake Mary, FL 32746

> Tel: (407) 359-2373 Fax: (407) 359-2372 E-mail: <u>tii@tii-usa.com</u> Website: <u>www.tii-usa.com</u>

Equipment Proposal

Description: SAN Storage Switches (OT23053)

Solicitation #: CRFQ 0210 ISC2300000003

Agency: State of West Virginia

TII Ref: TII/WV/1122/25220

Date: 11/29/2022

In response to your quote request for SAN Storage Switches (OT23053), Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	2	Connectrix DS-6620B 24P/48P V2 Switch (FOS 9.0 MIN) W/Rear-To-Front Airflow (Includes 24X16GB SFPS And Rack Mount Kit)	\$19,750.00	\$39,500.00
2	2	CONNECTRIX DS-6620B 12PORT 16G SFP Upgrade Kit	\$8,705.00	\$17,410.00
3	2	CONNECTRIX C14-TO-C13 3M Internal Cab Power CORDSB	\$215.00	\$430.00
4	2	6620FR16B24 Dell Hardware Limited Warranty	\$1,275.00	\$2,550.00
5	2	6620FR16B24 Prosupport Plus Mission Critical 4-Hour 7X24 Onsite Service With Emergency Dispatch 3 Years	\$1,275.00	\$2,550.00
6	2	6620FR16B24 Prosupport Plus Mission Critical 4-Hour 7X24 Onsite Service With Emergency Dispatch 2 Years Extended	\$850.00	\$1,700.00

7	2	6620FR16B24 Prosupport Plus Mission Critical 7x24 Technical Support And Assistance 5 Years	\$1,280.00	\$2,560.00
8	2	Connectrix B-Series Software Licenses	\$8,710.00	\$17,420.00
9	2	DS-6620B Enterprise SW Bundle, Digital Fulfilment	\$14,280.00	\$28,560.00
10	2	Prosupport Plus Mission Critical DS- 6620BENTERPRISE Switch Bundle Software Supportmaintenance 5 Years	\$1,280.00	\$2,560.00

See attached data sheets

Total.....\$115,240.00

Warranty: Manufacturer's standard warranty applies. Two (2) years warranty.

Delivery:

- Estimated delivery is 22 Weeks after receipt of order and approved submittal.
- Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

Freight: Included to Charleston, WV 25305.

Payment Terms: NET 30

Prompt Payment discount: 1/4 % 10 days

Quote Validity: 30 days.

*** Notes:

• Quoted price is not available on a line item basis. This is an offer for a lump sum contract.

Technology International, Inc. Corporate data:

We are a small business and our Tax Payer Identification Number (TIN): 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

Kijat Habib

Rifat Habib

Business Development Exec.

Technology International, Inc.



CONNECTRIX B-SERIES DS-6600B SWITCHES

32Gb/s Fibre Channel Switches

Scalability from eight to 128 ports

There are five switch models in the 32Gb/s series. All models can function at 4, 8, 16 or 32 Gb/s speeds depending on the installed optic. All switch models can be managed by Connectrix SANnav.

DS-6610B - Designed to support the SAN requirements of small-to-medium-sized environments, the Connectrix DS-6610B is a 24-port switch that offers high performance and economy. The 1U base chassis of the DS-6610B is prepopulated with eight 16Gb/s or 32Gb/s Fibre Channel Small Form Factor Pluggable (SFP+) shortwave optics. The ports on demand (PoD) kits allow expansion in 8-port increments.

DS-6620B - Designed to support the SAN requirements of medium-to large sized workgroups as well as that of large enterprises, the Connectrix DS-6620B offers forty-eight SFP+ ports and four QSFP ports in a 1U form factor. Two base models are available which have 24 active 32Gb/s or 16Gb/s ports, populated with 32Gb or 16Gb/s shortwave SFPs. QSFP ports can be used to form dense high performance ISLs with other 32Gb/s switches or directors. QSFPs can also be configured to add up to 16 additional ports. With its speed and port density the DS-6620B can be deployed in any Fibre Channel Storage Area Network (SAN) to enable very dense fabrics in a relatively small package.

DS-6620B-V2 – Supporting up to 64-ports, this next generation DS-6620B is nearly identical to the current DS-6620B. While both versions offer the same key features and functionalities, there are some differences such as the requirement for FOS 9.0+, the DS-6620B-V2 supports 4Gb/s only on F-port to host/target connections and only has one LED per QSFP port. The number and type of ports is the same as the DS-6620B listed above. Like the DS-6620B, this switch is ideal for medium to large enterprises.

DS-6630B – This model has a total of 128 ports. There are 96 standard SFP 32Gb/s capable ports and eight Quad Small Form-factor Pluggable (QSFP) ports which support an additional 32 ports. The DS-6630B will be a good choice for mid-size customers who aren't quite ready to make the added investment into a 4-slot director class product. The DS-6630B will also be a good fit for large enterprise class customers who need more ports at the edge, but don't necessarily need a director class product at the edge of a large SAN.

DS-6630B-V2 – Supporting up to 128-ports, this next generation DS-6630B is nearly identical to the current DS-6630B. While both versions offer the same key features and functionalities, there are some differences such as the requirement for FOS 9.0+, the DS-6630B-V2 supports 4Gb/s only on F-port to host/target and it has no restrictions for topology or for encryption/compression unlike the original DS-6630B. The number and type of ports is the same as the DS-6630B listed above. Like the DS-6630B, this switch is ideal large enterprise environments.

DS-6600B Series Switches		
System Architecture	Technical Specification	
	DS-6610B The DS-6610B base chassis models includes eight active 32Gb/s capable ports that are populated with eight 16Gb/s SFPs or eight 32Gb/s SFPs. The 8-port port-on-demand (PoD) models allow the switch to support additional 16 ports reaching a maximum of 24 ports. The other DS-6610B model which ends in "-EP" comes fully populated with 24 16Gb/s SFPs and includes the Enterprise Package. DS-6610B-L Series DS-6610B-L models are functionally equivalent to the DS-6610B switches above, however; the "-L" models include a unique Limited Lifetime Warranty. The Limited Lifetime Warranty remains in effect until the end of support life for the DS-6610B-L -switch. The DS-6610B-L switches also include an "-EP" fully populated with 24 32Gb/s SFPs and the Enterprise Package	
Fibre Channel Ports	DS-6620B and DS-6620B-V2 The DS-6620B and DS-6620B-V2 feature 48 Fibre Channel SFP+ ports and 4 QSFP ports. There are two base models which have 24 active 32Gb/s or 16Gb/s ports, populated with 32Gb or 16Gb/s shortwave SFPs. The Ports on Demand (PoD) license activates 12 additional ports and includes 12 shortwave SFPs. The QSFP Ports On Demand license activates the four QSFP ports and contains four shortwave QSFPs. The enterprise switch model fully populates the SFP+ ports with forty-eight shortwave SFPs and comes fully licensed with the Enterprise Bundle (Fabric Watch, Trunking, Performance Monitoring, Extended Fabric, Fabric Vision). DS-6630B and DS-6630B-V2 The DS-6630B and DS-6630B-V2 switch models supports up to 128 ports. There are 96 standard SFP 32Gb/s capable ports and eight Quad Small Form-factor Pluggable (QSFP) ports which support an additional 32 ports.	
Performance	32Gb/s SFPs can operate at 32, 16 or 8Gb/s; 16Gb/s SFPs will operate at 16, 8 and 4Gb/s	
Frame Buffers	DS-6610B - 2K dynamically allocated DS-6620B and DS-6620B-V2 - 15,360 dynamically allocated DS-6630B and DS-6630B-V2 - 15,360 dynamically allocated	
Aggregate Bandwidth	DS-6610B – 768 Gb/s DS-6620B and DS-6620B-V2 – 2Tb/s DS-6630B and DS-6630B-V2 – 4Tb/s	
Class of service	Class 2, Class 3, Class F (Inter-switch Frames)	
Port types	DS-6610B – F_Port, E_Port, M_Port, D_Port (ClearLink Diagnostics Port) on 24 SFP+ ports; Access Gateway mode: F_Port and NPIV-enabled N_Port DS-6620B and DS-6620B-V2 - D_Port (ClearLink Diagnostic Port), E_Port, EX_Port, F_Port, AE_Port; optional port-type control Brocade Access Gateway mode: F_Port and NPIV-enabled N_Port DS-6630B and DS-6630B-V2 - D_Port (ClearLink Diagnostic Port), E_Port, EX_Port, F_Port, AE_Port, optional port-type control.	
Fabric services	BB Credit Recovery; Brocade Advanced Zoning (Default Zoning, Port/WWN Zoning, Peer Zoning); Congestion Signaling; Dynamic Path Selection (DPS); Extended Fabrics; Fabric Performance Impact Notification (FPIN); Fabric Vision; FDMI; FICON CUP (DS-6620B only); Flow Vision; F_Port Trunking; FSPF; Integrated Routing; ISL Trunking; Management Server; Name Server; NPIV; NTP v3; Port Decommission/Fencing; QoS; Registered State Change Notification (RSCN); Target-Driven Zoning; Traffic Optimizer; Virtual Fabrics (Logical Switch and Logical Fabric; DS-6610B requires FOS 9.1.x and higher); VMID and AppServer.	
	Note: Some fabric services do not apply or are unavailable in Access Gateway mode.	
Hot swappable components	DS-6610B – The DS-6610B has an embedded power supply / fan and it is non-replaceable. The entire switch is a Field Replaceable Unit (FRU). The only FRU's on the DS-6610B are the SFP's. The DS-6610B will support in-service firmware upgrades. DS-6620B and DS-6620B-V2 – Dual power supplies with three embedded cooling fan FRUs, SFPs and QSFP optics. The fans are connected to the power supplies and are not themselves replaceable. DS-6630B and DS-6630B-V2 – Dual power supplies, three fan FRUs, SFPs and QSFPs	
Installation options	All models can be installed in a standard, customer-supplied, 19-inch Electronic Industries Alliance (EIA) rack	
Scalability	Refer to Dell E-Lab Navigator smart phone App downloadable from the Apple or Google Store or E-Lab Navigator found at this link: https://www.delltechnologies.com/en-us/products/interoperability/elab.htm	
Maximum frame size	2,112-byte payload	

DS-6600B Series Switches		
Management	Technical Specification	
Minimum Fabric Operating System (FOS)	DS-6610B FOS 8.1.0a or higher DS-6620B FOS 8.0.0 or higher DS-6620B-V2 FOS 9.0.0 or higher DS-6630B FOS 8.0.0 or higher DS-6630B-V2 FOS 9.0.0 or higher	
Management	Advanced Web Tools. SSH, Auditing, Syslog NTP v3, CLI, SMI-S compliant; REST API, HTTP, SNMP v1/v3 (FE MIB, FC Management MIB)	
SANnav Management	SANnav Management Portal and SANnav Global View empower IT administrators to be more efficient and productive by providing comprehensive visibility into the SAN environment. SANnav only supports open systems and requires FOS v7.4 or higher.	
Legacy Connectrix B-Series SAN Manager	Connectrix Manager Converged Network Edition (CMCNE)	
Management access	10/100/1000 Mb/s Ethernet (RJ-45), In-band over Fibre Channel, Serial port (RJ-45), and one USB port	
Firmware upgrades	Non-disruptive download and activation	
Security	DS-6610B DH-CHAP (between switches and end devices), FCAP switch authentication; HTTPS, IPsec, IP filtering, LDAP with IPv6, Open LDAR, Port Binding, RADIUS, TACACS+, user-defined Role-based Access Control (RBAC), Secure Copy (SCP), Secure RPC, Secure Syslog, SSH v2, SSL, Switch Binding, Trusted Switch DS-6620B, DS-6620B-V2, DS-6630B, DS-6630B-V2 AES-GCM-256 encryption on ISLs; DH-CHAP (between switches and end devices), FCAP switch authentication; HTTPS, IPsec, IP filtering, LDAPwith IPv6, OpenLDAR, Port Binding, RADIUS, TACACS+, user-defined Role-based Access Control (RBAC), Secure Copy (SCP), Secure RPC, Secure Syslog, SSH v2, SSL, Switch Binding, Trusted Switch	
Diagnostics	ClearLink optics and cable diagnostics, including electrical/optical loopback, link traffic/latency/distance, flow mirroring; built-in flow generator, POST and embedded online/offline diagnostics, including environmental monitoring, FC ping and Pathinfo (FC traceroute), frame viewer, non-disruptive daemon restart, optics health monitoring, power monitoring, RAS trace logging, and Rolling Reboot Detection (RRD)	
Call home	Call home integration with SANnav and Connectrix Manager Converged Network Edition	
Optional license-key features	Enterprise Package - includes Fabric Vision, Extended Fabric and ISL Trunking Mainframe License - includes ISL Trunking, Fabric Vision and FICON Control Unit Port (CUP) Integrated Routing – allows ports to be configured as EX-Ports supporting FC-FC routing Note: "-EP" DS-6600B models include the Enterprise Package	

DS-6600B Series Switches		
Physical Specifications	Technical Specification	
Enclosure	DS-6610B - chassis supports rear-to-front (RTF) airflow DS-6620B and DS-6620B-V2 - There are two air flow options: front-to-rear (FTR) and rear-to-front (RTF) DS-6630B and DS-6630B-V2 - There are two air flow options: front-to-rear (FTR) and rear-to-front (RTF)	
Dimension and weight	DS-6610B Height x Width x Depth: 1.69 x 16.88 x 12.07 inches, (42.9 x 428.8 x 306 mm), 1 RU Weight fully populated: 13 lbs (5.76 kg) DS-6620B and DS-6620B-V2 Height x Width x Depth: 1.73x17.32x14.0 inches (43.9mmx440mmx355.6mm), 1RU Weight with 2 power supplies and no transceivers: 17lbs (7.73kg) DS-6630B and DS-6630B-V2 Height x Width x Depth: 3.41x17.32x24.0 inches (86.7mmx440mmx609.6mm), 2RU Weight with 2 power supplies and no transceivers: 42lbs (19.05kg)	

DS-6600B Series Switches		
Power Requirements	Technical Specification	
Power supply	DS-6610B - Switch chassis includes one fixed power supply. Note: Although the DS-6610B ships with a single power supply, two power cords are Included. Only one power cord is required. DS-6620B and DS-6620B-V2 - Switch chassis includes dual, hot-swappable power supplies with integrated cooling system DS-6630B and DS-6630B-V2 - Switch chassis includes dual, hot-swappable power supplies with integrated cooling system	
AC Input	DS-6610B - 90 V to 264 V ~2.2A DS-6620B and DS-6620B-V2 - 90 V to 264 V ~3.5A DS-6630B and DS-6630B-V2 - 90 V to 264 V ~12A	
Input line frequency	47-63 Hz	
Power consumption	DS-6610B - 77 WATTS with all 24-ports populated DS-6620B and DS-6620B-V2 - 206 WATTS with all 64 ports populated DS-6630B and DS-6630B-V2 - 942 Watts with all 128-ports	

DS-6600B Series		
Environment	Technical Specification	
Operating environment	Temperature: 0°C to 40°C/32°F to 104°F Humidity: 10% to 85% (non-condensing)	
Non-operating environment	Temperature: −25°C to 70°C/−13°F to 158°F Humidity: 10% to 90% (non-condensing)	
Operating altitude	Up to 3000m (9,842 ft)	
Storage altitude	Up to 12 km (39,370 ft)	
Shock	Operating: Up to 20G, 6 ms half-sine Non-operating: Half sine, 33G 11 ms, 3G axis	
Vibration	Operating: 0.5g sine, 0.4 grms random, 5 Hz to 500 Hz Non-operating: 2.0g sine, 1.1 grms random, 5 Hz to 500 Hz	
Heat dissipation	DS-6610B - 24 ports at 215 BTU/hr DS-6620B and DS-6620B-V2 64 ports at 716 BTU/hr DS-6630B and DS-6630B-V2 - 128 ports at 3512 BTU/hr	



<u>Learn More</u> about Connectrix solutions



Contact a Dell Technologies Expert