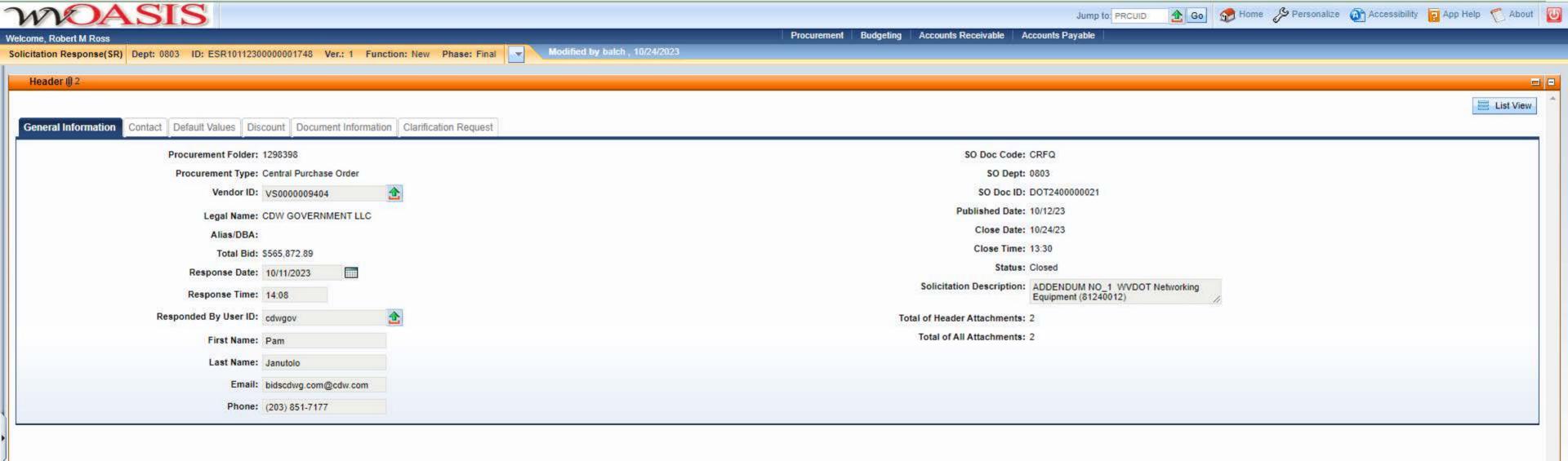


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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: 1298398

Solicitation Description: ADDENDUM NO_1 WVDOT Networking Equipment (81240012)

Proc Type: Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2023-10-24 13:30
 SR 0803 ESR10112300000001748
 1

VENDOR

VS0000009404

CDW GOVERNMENT LLC

Solicitation Number: CRFQ 0803 DOT2400000021

Total Bid: 565872.8900000000139698386192 **Response Date:** 2023-10-11 **Response Time:** 14:08:22

Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor

Signature X FEIN# DATE

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

 Date Printed:
 Oct 24, 2023
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cisco ISR 1101 4 Ports GE Ethernet WAN Router or equal	1.00000	EA	886.080000	886.08

Comm Code	Manufacturer	Specification	Model #	
43222609				

Commodity Line Comments:

Extended Description:

3.1.1 Cisco ISR 1101 4 Ports GE Ethernet WAN Router, part CP1101-4P or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Extr Ntwk 16x10/100/1000Base-T Ethernet Switch POE+ or equal	10.00000	EA	1932.750000	19327.50

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments:

Extended Description:

3.2.1 Extreme Networks 16x10/100/1000Base-T Ethernet Switch POE+, part 5320-16P-4XE or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Extr Ntwk 24x10/100/1000Base-T Ethernet Switch POE+ or equal	10.00000	EA	2128.500000	21285.00

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments:

Extended Description:

3.2.2 Extreme Networks

24x10/100/1000Base-T Ethernet Switch POE+, part 5320-24P-8XE or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Extr Ntwk 48x10/100/1000Base-T Ethernet Switch POE+ or equal	10.00000	EA	3568.950000	35689.50

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments:

Extended Description:

3.2.3 Extreme Networks

48x10/100/1000Base-T Ethernet Switch POE+, part 5320-48P-8XE or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Extreme Networks 5420M Universal Switch - 24 Port or equal	1.00000	EA	2928.600000	2928.60

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments:

Date Printed: Oct 24, 2023 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

3.2.4 Extreme Networks 5420M Universal Switch - 24 Port, part 5420M-24W-4YE or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Extreme Networks 5420M Universal Switch - 48 Port or equal	65.00000	EA	4655.250000	302591.25

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments:

Extended Description:

3.2.5 Extreme Networks 5420M Universal Switch - 48 Port, part 5420M-48W-4YE or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Extr Ntwk 5420M Univ Switch 48 Port (16 POE 90W) or equal	8.00000	EA	5791.050000	46328.40

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments:

Extended Description:

3.2.6 Extreme Networks 5420M Universal Switch - 48 Port (16 POE 90W Multi-rate/32 POW 30W), part 5420M-16W-32P-4YE or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Networks Power Cord, 15A, USA,NEMA 5-15, IEC320-C15 or equal	54.00000	EA	17.100000	923.40

Comm Code	Manufacturer	Specification	Model #	
43222500				

Commodity Line Comments:

Extended Description:

3.3.1 Networks Power Cord, 15A, USA, NEMA 5-15, IEC320-C15, part 10099 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Proline- pwr ext cable- IEC 60320 C15 to IEC 60320 C14 or eq	104.00000	EA	35.870000	3730.48

Comm Code	Manufacturer	Specification	Model #	
43222500				

Commodity Line Comments:

Extended Description:

3.3.2 Proline - power extension cable - IEC 60320 C15 to IEC 60320 C14 - 6 ft, part PRO-C142C1514AWG6FT or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Extreme Switching Power Supply - AC - 920 Watt or equal	148.000	000 EA	717.750000	106227.00

Comm Code	Manufacturer	Specification	Model #	
43222500				

Commodity Line Comments:

Date Printed: Oct 24, 2023 Page: 3 FORM ID: WV-PRC-SR-001 2020/05

3.3.3 Extreme Switching Power Supply - AC - 920 Watt, part XN-ACPWR-920W or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Extreme Networks 20GBase direct attach cable- 0.5 m or equal	64.00000	EA	199.800000	12787.20

Comm Code	Manufacturer	Specification	Model #	
26121609				

Commodity Line Comments:

Extended Description:

3.3.4 Extreme Networks 20GBase direct attach cable - 0.5 m, part 20G-DACP-SFPDDZ5M or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Extreme Networks 20GBase direct attach cable- 3 m or equal	12.00000	EA	335.250000	4023.00

Comm Code	Manufacturer	Specification	Model #	
26121609				

Commodity Line Comments:

Extended Description:

3.3.5 Extreme Networks 20GBase direct attach cable - 3 m, part 20G-DACP-SFPDD3M or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Extreme Networks 20GBase direct attach cable- 1 m or equal	2.00000	EA	220.500000	441.00

Comm Code	Manufacturer	Specification	Model #	
26121609				

Commodity Line Comments:

Extended Description:

3.3.6 Extreme Networks 20GBase direct attach cable - 1 m, part 20G-DACP-SFPDD1M or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Extreme Networks - SFP+ transceiver module- 10 GigE or equal	24.00000	EA	165.210000	3965.04

Comm Code	Manufacturer	Specification	Model #	
43222500				

Commodity Line Comments:

Extended Description:

3.3.7 Extreme Networks - SFP+ transceiver module - 10 GigE, part 10301 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Ext Ntwrk 10302 Compatible 10GBASE-LR SFP+ Transceiver or eq	16.00000	EA	269.910000	4318.56

Comm Code	Manufacturer	Specification	Model #	
43222500				

Commodity Line Comments:

Date Printed: Oct 24, 2023 Page: 4 FORM ID: WV-PRC-SR-001 2020/05

3.3.8 Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module, part 10302 or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Ext Ntwk 10051H Compatible 1000BASE-SX SFP Transceiver or eq	5.00000	EA	48.890000	244.45

Comm Code	Manufacturer	Specification	Model #	
43222500				

Commodity Line Comments:

Extended Description:

3.3.9 Extreme Networks 10051H Compatible 1000BASE-SX SFP Transceiver Module, part 10051H or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Ext Ntwk 10052H Compatible 1000BASE-LX SFP Transceiver or eq	3.00000	EA	58.810000	176.43

Comm Code	Manufacturer	Specification	Model #	
43222500				

Commodity Line Comments:

Extended Description:

3.3.10 Extreme Networks 10052H Compatible 1000BASE-LX SFP Transceiver Module, part 10052H or equal

 Date Printed:
 Oct 24, 2023
 Page: 5
 FORM ID: WV-PRC-SR-001 2020/05

WV Department of Transportation

Networking Equipment (81240012)

CRFQ 0803 DOT2400000021 10/12/2023





One CDW Way 230 N. Milwaukee Avenue Vernon Hills, IL 60061 Toll-free: 800.808.4239 F: 847.465.6800 cdwg.com/PeopleWhoGetIT

10/12/2023

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

RE: CDW Government LLC's Response to WVDOT's RFQ for Networking Equipment

Dear John W Estep,

CDW•G understands the objective of the RFQ is for WVDOT to identify a reliable and experienced supplier partner capable of managing your Networking Equipment solution. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- **Benefit 1.** Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity.
- Benefit 2. Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction.
- Benefit 3. Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.
- **Benefit 4.** CDW•G's Gold Certified Partnership status with Cisco facilitates timely road mapping and other requests for information.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, Lucas Ogden, at (312) 547-2776, or via email at lucas.ogden@cdwg.com. We thank you for the opportunity to participate in this RFQ process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

I. La

Justin Schwier

Mgr Proposal Teams
CDW Government LLC

Bid Document

SPECIFICATIONS

- 1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation for a one-time purchase of Networking equipment Routers, Switches and various components.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" means components provided by a qualified manufacturer that is authorized to sell the equipment as more fully described by these specifications.
 - **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Department of Transportation.

3. GENERAL REQUIREMENTS:

Contract Items and Mandatory Requirements: Contract Items must meet or exceed the mandatory requirements as shown below.

3.1 ROUTERS

3.1.1 Contract Item #1: Cisco ISR 1101 4 Ports GE Ethernet WAN Router, C1101-4P or equal. Quantity: (1) One.

Each Cisco ISR Router or equal must include the following mandatory components:

- **3.1.1.1** SOLN SUPP 8X5XNBD ISR 1101 4 Ports GE Ethernet WAN Router, part number CON-SSSNT-CISR1K4P, or equal
- 3.1.1.2 IP Base License for Cisco ISR 1100 4P Series, part number SL-1100-4P-IPB, or equal.
- **3.1.1.3** 1109 M2M Power Supply iTemp 30 Watt AC, part number PWR-30W-I-AC or equal
- **3.1.1.4** AC Power Cord (North America), C13, NEMA 5-15P, 2.1m, part number CAB-AC or equal.
- **3.1.1.5** Cisco ISR 1100 Series IOS XE Universal, part number SISR1100UK9-1610 or equal.
- 3.1.1.6 Micro USB Console cable, part number CAB-CON-USBRJ45 or equal.

- **3.1.1.7** Security License for Cisco ISR 1100 4P Series, part number SL-1100-4P-SEC or equal.
- **3.1.1.8** VPN Boost License for performance upgrade, part number FL-1100-4P-HSEC or equal.
- **3.1.1.9** IPsec Performance: Additional 100 Mbps for ISR 1100-4P, part number FL-VPERF-4P-100= or equal.
- 3.1.1.10 <u>Vendor must attach licenses to Agency Account #1049238; State of West Virginia, Office of Technology; enetworking@wv.gov</u>

3.2 **SWITCHES**

- 3.2.1 Contract Item #2: Extreme Networks 16x10/100/1000Base-T Ethernet Switch POE+, part number 5320-16P-4XE or equal. Quantity: (10) Ten.
- 3.2.2 Contract Item #3: Extreme Networks 24x10/100/1000Base-T Ethernet Switch POE+, part number 5320-24P-8XE or equal. Quantity: (10) Ten.
- 3.2.3 Contract Item #4: Extreme Networks 48x10/100/1000Base-T Ethernet Switch POE+, part number 5320-48P-8XE or equal. Quantity: (10) Ten.
- **3.2.4** Contract Item #5: Extreme Networks 5420M Universal Switch 24 Port, part number 5420M-24W-4YE or equal. Quantity: (1) One.
- 3.2.5 Contract Item #6: Extreme Networks 5420M Universal Switch 48 Port, part number 5420M-48W-4YE or equal. Quantity: (65) Sixty-five.
- 3.2.6 Contract Item #7: Extreme Networks 5420M Universal Switch 48 Port (16 POE 90W Multi-rate/32 POW 30W), part number 5420M-16MW-32P-4YE or equal. Quantity: (8) Eight.

3.3 <u>COMPONENTS</u>

- 3.3.1 Contract Item #8: Networks Power Cord, 15A, USA, NEMA 5-15, IEC320-C15, part number 10099 or equal. Quantity: (54) Fifty-four.
- **3.3.2** Contract Item #9: Proline power extension cable IEC 60320 C15 to IEC 60320 C14 6 ft, part number PRO-C142C1514AWG6FT or equal. Quantity: (104) One hundred and four.

- 3.3.3 Contract Item #10: Extreme Switching Power Supply AC 920 Watt, part number XN-ACPWR-920W or equal. Quantity: (148) One hundred forty-eight.
- **3.3.4** Contract Item #11: Extreme Networks 20GBase direct attach cable 0.5 m, part number 20G-DACP-SFPDDZ5M or equal. Quantity: (64) Sixty-four.
- 3.3.5 Contract Item #12: Extreme Networks 20GBase direct attach cable 3 m, part number 20G-DACP-SFPDD3M or equal. Quantity: (12) Twelve.
- 3.3.6 Contract Item #13: Extreme Networks 20GBase direct attach cable 1 m, part number 20G-DACP-SFPDD1M or equal. Quantity: (2) Two.
- 3.3.7 Contract Item #14: Extreme Networks SFP+ transceiver module 10 GigE, part number 10301 or equal. Quantity: (24) Twenty-four.
- **3.3.8** Contract Item #15: Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module or equal. Quantity: (16) Sixteen.
- **3.3.9** Contract Item #16: Extreme Networks 10051H Compatible 1000BASE-SX SFP Transceiver Module or equal. Quantity: (5) Five.
- **3.3.10 Contract Item #17:** Extreme Networks 10052H Compatible 1000BASE-LX SFP Transceiver Module or equal. Quantity: (3) Three.

Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

Vendor shall provide technical specifications with bid documentation.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor shall complete the Pricing Page by providing a total cost for the Contract Items being requested. Failure to complete the Pricing Page in full or in its entirety will result in Vendor's bid being disqualified. The Pricing Page contains a list of the Contract Items and purchase quantity per item.

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

5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If the Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. The Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders on-line.
- **5.2** Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

Please see lead times by product on page 26.

- 6.1 Delivery Time: Vendor shall deliver orders within (60) sixty working days after the order is received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
 - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- **6.3 Delivery Payment/Risk of Loss:** Order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with

appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 40 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Please see CDWG's return policy:

- 7. VENDOR DEFAULT: http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf
 - 7.1 The following shall be considered a vendor default under this Contract.
 - **7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - **7.1.2** Failure to comply with other specifications and requirements contained herein.
 - **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
 - 7.2 The following remedies shall be available to Agency upon default.
 - **7.2.1** Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - **7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- **8.1** No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2** Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.	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: <u>Lucas Ogden</u>
Telephone Number: (312) 547-2776
(312) 347 2770
Fax Number: (312) 705-0463
Email Address: lucas.ogden@cdwg.com
Eman Addressndcas.ogden@cdwg.com



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

10

Proc Folder: 1298398

Doc Description: WVDOT Networking Equipment (81240012)

Reason for Modification:

Proc Type:

Central Purchase Order

Date Issued Solicitation Closes Solicitation No Version

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: CDW Government LLC

Address: 230

Street: N. Milwaukee Ave

City: Vernon Hills

State: IL Country: USA Zip: 60061

Principal Contact: Lucas Ogden

Vendor Contact Phone: (312) 547-2776 Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor

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

Date Printed: Sep 28, 2023 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation for a one-time purchase of Networking equipment - Routers, Switches and various components. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION	l	DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cisco ISR 1101 4 Ports GE Ethernet WAN Router or equal	1.00000	EA	\$886.08	\$886.08

Comm Code	Manufacturer	Specification	Model #
43222609			

Extended Description:

3.1.1 Cisco ISR 1101 4 Ports GE Ethernet WAN Router, part CP1101-4P or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION		DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Extr Ntwk 16x10/100/1000Base-T Ethernet Switch POE+ or equal	10.00000	EA	\$1,932.75	\$19,327.50

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.2.1 Extreme Networks 16x10/100/1000Base-T Ethernet Switch POE+, part 5320-16P-4XE or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPOR	TATION	DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD BLD. 5 RM-720	Ε,	1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Extr Ntwk 24x10/100/1000Base-T Ethernet Switch POE+ or equal	10.00000	EA	\$2,128.50	\$21,285.00

Comm Code	Manufacturer	Specification	Model #
43222612			

3.2.2 Extreme Networks

24x10/100/1000Base-T Ethernet Switch POE+, part 5320-24P-8XE or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORTAT	TION	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720
DEB. O KWI 720		525. 6 NW 726
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Extr Ntwk 48x10/100/1000Base-T Ethernet Switch POE+ or equal	10.00000	EA	\$3,568.95	\$35,689.50

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:

3.2.3 Extreme Networks

48x10/100/1000Base-T Ethernet Switch POE+, part 5320-48P-8XE or equal

INVOICE TO		SHIP TO	13
DEPT. OF TRANSPOR	TATION	DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD BLD. 5 RM-720	Ε,	1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Extreme Networks 5420M Universal Switch - 24 Port or equal	1.00000	EA	\$2,928.60	\$2,928.60

Comm Code	Manufacturer	Specification	Model #
43222612			

3.2.4 Extreme Networks 5420M Universal Switch - 24 Port, part 5420M-24W-4YE or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORT	ATION	DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E BLD. 5 RM-720	Ξ,	1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Extreme Networks 5420M Universal Switch - 48 Port or equal	65.00000	EA	\$4,655.25	\$302,591.25

Comm Code	Manufacturer	Specification	Model #	
43222612				

Extended Description:

3.2.5 Extreme Networks 5420M Universal Switch - 48 Port, part 5420M-48W-4YE or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORT	ATION	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD I BLD. 5 RM-720	Ξ,	1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Extr Ntwk 5420M Univ Switch 48 Port (16 POE 90W) or equal	8.00000	EA	\$5,791.05	\$46,328.40

Comm Code	Manufacturer	Specification	Model #
43222612			

3.2.6 Extreme Networks 5420M Universal Switch - 48 Port (16 POE 90W Multi-rate/32 POW 30W), part 5420M-16W-32P-4YE or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORT 1900 KANAWHA BLVD BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Networks Power Cord, 15A, USA, NEMA 5-15, IEC320-C15 or equal	54.00000	EA	\$17.10	\$923.40

Comm Code	Manufacturer	Specification	Model #	
43222500				

Extended Description:

3.3.1 Networks Power Cord, 15A, USA, NEMA 5-15, IEC320-C15, part 10099 or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORT	ATION	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E BLD. 5 RM-720	≣,	1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Proline- pwr ext cable- IEC 60320 C15 to IEC 60320 C14 or eq	104.00000	EA	\$35.87	\$3,730.48

Comm Code	Manufacturer	Specification	Model #
43222500			

3.3.2 Proline - power extension cable - IEC 60320 C15 to IEC 60320 C14 - 6 ft, part PRO-C142C1514AWG6FT or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION	I	DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720	
BLD. 5 KIVI-720		DLD. 3 RIVI-120	
CHARLESTON	WV	CHARLESTON V	VV
US		US	

Li	ne	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10)	Extreme Switching Power Supply - AC - 920 Watt or equal	148.00000	EA	\$717.75	\$106,227.00

Comm Code	Manufacturer	Specification	Model #	
43222500				

Extended Description:

3.3.3 Extreme Switching Power Supply - AC - 920 Watt, part XN-ACPWR-920W or equal

INVOICE TO		SHIP TO	16
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	I	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	• • • • • • • • • • • • • • • • • • • •
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Extreme Networks 20GBase direct attach cable- 0.5 m or equal	64.00000	EA	\$199.80	\$12,787.20

Comm Code	Manufacturer	Specification	Model #
26121609			

3.3.4 Extreme Networks 20GBase direct attach cable - 0.5 m, part 20G-DACP-SFPDDZ5M or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORTATION		DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON US	WV	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Extreme Networks 20GBase direct attach cable- 3 m or equal	12.00000	EA	\$335.25	\$4,023.00

Comm Code	Manufacturer	Specification	Model #	
26121609				

Extended Description:

3.3.5 Extreme Networks 20GBase direct attach cable - 3 m, part 20G-DACP-SFPDD3M or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORTA	TION	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E BLD. 5 RM-720	,	1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Extreme Networks 20GBase direct attach cable- 1 m or equal	2.00000	EA	\$220.50	\$441.00

Comm Code	Manufacturer	Specification	Model #
26121609			

3.3.6 Extreme Networks 20GBase direct attach cable - 1 m, part 20G-DACP-SFPDD1M or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORTATION	ON	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,		1900 KANAWHA BLVD E,
BLD. 5 RM-720		BLD. 5 RM-720
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Extreme Networks - SFP+ transceiver module- 10 GigE or equal	24.00000	EA	\$165.21	\$3,965.04

Comm Code	Manufacturer	Specification	Model #	
43222500				

Extended Description:

3.3.7 Extreme Networks - SFP+ transceiver module - 10 GigE, part 10301 or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORT	ATION	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E BLD. 5 RM-720	Ξ,	1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Ext Ntwrk 10302 Compatible 10GBASE-LR SFP + Transceiver or eq	16.00000	EA	\$269.91	\$4,318.56

Comm Code	Manufacturer	Specification	Model #
43222500			

3.3.8 Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module, part 10302 or equal

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTA	ATION	DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E	:,	1900 KANAWHA BLVD E,	
BLD. 5 RM-720		BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Ext Ntwk 10051H Compatible 1000BASE-SX SFP Transceiver or eq	5.00000	EA	\$48.89	\$244.45

Comm Code	Manufacturer	Specification	Model #	
43222500				

Extended Description:

3.3.9 Extreme Networks 10051H Compatible 1000BASE-SX SFP Transceiver Module, part 10051H or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPOR	TATION	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD BLD. 5 RM-720	Ε,	1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Ext Ntwk 10052H Compatible 1000BASE-LX SFP Transceiver or eq	3.00000	EA	\$58.81	\$176.43

Comm Code	Manufacturer	Specification	Model #
43222500			

3.3.10 Extreme Networks 10052H Compatible 1000BASE-LX SFP Transceiver Module, part 10052H or equal

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-10-06

 Date Printed:
 Sep 28, 2023
 Page: 10
 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 11	20
DOT240000021		WVDOT Networking Equipment (81240012)		

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A - PRICING PAGE

LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305

Specifications Reference	Contract Item Number	Description	Part Number or Equal	Quantity	Unit Cost	Extended Price Total
3.1.1	#1	Cisco ISR 1101 4 Ports GE Ethernet WAN Router or equal	C1101-4P or equal	1	\$886.08	\$886.08
3.2.1	#2	Extreme Networks 16x10/100/1000Base-T Ethernet Switch POE+ or equal	5320-16P-4XE or equal	10	\$1,932.75	\$19,327.50
3.2.2	#3	Extreme Networks 24x10/100/1000Base-T Ethernet Switch POE+ or equal	5320-24P-8XE or equal	10	\$2,128.50	\$21,285.00
3.2.3	#4	Extreme Networks 48x10/100/1000Base-T Ethernet Switch POE+ or equal	5320-48P-8XE or equal	10	\$3,568.95	\$35,689.50
3.2.4	#5	Extreme Networks 5420M Universal Switch - 24 Port or equal	5420M-24W-4YE or equal	1	\$2,928.60	\$2,928.60
3.2.5	#6	Extreme Networks 5420M Universal Switch - 48 Port or equal	5420M-48W-4YE or equal	65	\$4,655.25	\$302,591.25
3.2.6	#7	Extreme Networks 5420M Universal Switch – 48 Port (16 POE 90W Multi-rate/32 POW 30W) or equal	5420M-16W-32P-4YE or equal	8	\$5,791.05	\$46,328.40
3.3.1	#8	Networks Power Cord, 15A, USA, NEMA 5-15, IEC320- C15 or equal	10099 or equal	54	\$17.10	\$923.40
3.3.2	#9	Proline - power extension cable - IEC 60320 C15 to IEC 60320 C14 - 6 ft or equal	PRO-C142C1514AWG6FT or equal	104	\$35.87	\$3,730.48
3.3.3	#10	Extreme Switching Power Supply - AC - 920 Watt or equal	XN-ACPWR-920W or equal	148	\$717.75	\$106,227.00
3.3.4	#11	Extreme Networks 20GBase direct attach cable - 0.5 m or equal	20G-DACP-SFPDDZ5M or equal	64	\$199.80	\$12,787.20
3.3.5	#12	Extreme Networks 20GBase direct attach cable - 3 m or equal	20G-DACP-SFPDD3M or equal	12	\$335.25	\$4,023.00

3.3.6	#13	Extreme Networks 20GBase direct attach cable - 1 m or equal	20G-DACP-SFPDD1M or equal	2	\$220.50	\$441.00
3.3.7	3.3.7 #14 Extreme Networks - SFP+ transceiver module - 10 GigE or equal		10301 or equal	24	\$165.21	\$3,965.04
3.3.8	#15	Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module or equal	10302 or equal	16	\$269.91	\$4,318.56
3.3.9	#16	Extreme Networks 10051H Compatible 1000BASE-SX SFP Transceiver Module or equal	10051H or equal	5	\$48.89	\$244.45
3.3.10	3.3.10 #17 Extreme Networks 10052H Compatible 1000BASE-LX SFP Transceiver Module or equal		10052H or equal	3	\$58.81	\$176.43

\$565,872.89

The Pricing Pages contain a list of the Contract Items and quantities to be purchased.

Unit Costs must include pricing for the specified Contract Item # and its mandatory components as detailed in Exhibit B Specifications.

Vendor Signature

Justin Schwier - Mgr Proposal Teams

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JOHN TOOMEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> <u>you are an eProcurement or single sign on customer, please log into your system to access the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NPFP919	10/3/2023	NPFP919	2583483	\$565,872.89

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Extreme Networks 16x10 100 1000Base-T Ethernet Switch Mfg. Part#: 5320-16P-4XE Contract: MARKET	10	6768626	\$1,932.75	\$19,327.50
Extreme Networks Ethernet Switch Mfg. Part#: 5320-24P-8XE Contract: MARKET	10	6772112	\$2,128.50	\$21,285.00
Extreme Networks 5320 48x 10 100 1K BaseT Switch Mfg. Part#: 5320-48P-8XE Contract: MARKET	10	6754959	\$3,568.95	\$35,689.50
Extreme Networks 5420M 24-Port 802.3bt PoE Switch Mfg. Part#: 5420M-24W-4YE Contract: MARKET	1	6337312	\$2,928.60	\$2,928.60
Extreme Networks 5420M 48-Port 802.3bt PoE Switch Mfg. Part#: 5420M-48W-4YE Contract: MARKET	65	6328561	\$4,655.25	\$302,591.25
Extreme Networks 5420M 16-Port 802.3 PoE+ Switch Mfg. Part#: 5420M-16MW-32P-4YE Contract: MARKET	8	6313865	\$5,791.05	\$46,328.40
Extreme Networks power cable Mfg. Part#: 10099 UNSPSC: 26121636 Contract: MARKET	54	3533481	\$17.10	\$923.40
Proline - power extension cable - IEC 60320 C15 to IEC 60320 C14 - 6 ft	104	4591190	\$35.87	\$3,730.48

QUOTE DETAILS (CONT.)				
Mfg. Part#: PRO-C142C1514AWG6FT				
UNSPSC: 26121604				
Contract: MARKET				
Extreme Networks - power supply - 920 Watt	148	6313876	\$717.75	\$106,227.00
Mfg. Part#: XN-ACPWR-920W				
Contract: MARKET				
Extreme Networks 20GBase direct attach cable - 0.5 m	64	6687368	\$199.80	\$12,787.20
Mfg. Part#: 20G-DACP-SFPDDZ5M				
Contract: MARKET				
Extreme Networks 20CPass direct attack askle. 2 m	10	6707641	#22F 2F	¢4.022.00
Extreme Networks 20GBase direct attach cable - 3 m Mfg. Part#: 20G-DACP-SFPDD3M	12	6707641	\$335.25	\$4,023.00
Contract: MARKET				
Extreme Networks 20GBase direct attach cable - 1 m	2	6818097	\$220.50	\$441.00
Mfg. Part#: 20G-DACP-SFPDD1M				
Contract: MARKET				
Proline Extreme 10301 Compatible SFP+ TAA Compliant Transceiver - SFP+ tran	24	3982984	\$165.21	\$3,965.04
Mfg. Part#: 10301-PRO				
UNSPSC: 43201553				
Contract: MARKET				
Proline Extreme 10302 Compatible SFP+ TAA Compliant	16	3982983	\$269.91	\$4,318.56
Transceiver - SFP+ tran Mfg. Part#: 10302-PRO				
UNSPSC: 43201553				
Contract: MARKET				
Proline Extreme 10051H Compatible SFP TAA Compliant	5	3341656	\$48.89	\$244.45
Transceiver - SFP (mini Mfg. Part#: 10051H-PRO				
UNSPSC: 43201553				
Contract: MARKET				
Proline Extreme 10052H Compatible SFP TAA Compliant Transceiver - SFP (mini	3	4220534	\$58.81	\$176.43
Mfg. Part#: 10052H-PRO				
UNSPSC: 43201553				
Contract: MARKET				
<u>Cisco Integrated Services Router 1101 - router - rack-mountable</u>	1	5238589	\$886.08	\$886.08
Mfg. Part#: C1101-4P				
UNSPSC: 43222609				
Contract: MARKET				
			SUBTOTAL	\$565,872.89
			SHIPPING	\$0.00
			SALES TAX	\$0.00
			GRAND TOTAL	\$565,872.89
PURCHASER BILLING INFO	DELIV	ER TO		

Billing Address:WV DEPARTMENT OF TRANSPORTATION
MARTHA RHODES
1900 KANAWHA BOULEVARD EAST

BLDG 5, ROOM A-720 CHARLESTON, WV 25305 **Phone:** (304) 558-3473

Payment Terms: D&B Inst Credit Pre-Approved

Shipping Address:

WV DEPARTMENT OF TRANSPORTATION MARTHA RHODES 1900 KANAWHA BOULEVARD EAST

BLDG 5, ROOM A-720 CHARLESTON, WV 25305 **Phone:** (304) 558-3473

Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Lucas Ogden | (877) 685-2960 | <u>lucas.ogden@cdwg.com</u>

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$565,872.89	\$15,018.27/Month	\$565,872.89	\$17,389.27/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

http://www.cdwg.com/content/terms-conditions/product-sales.aspx

For more information, contact a CDW account manager

Delivery Timeline:

Part #	Planning lead time
5320-16P-4XE	23 weeks
5320-24P-8XE	26 weeks
5320-48P-8XE	19 weeks
5420M-24W-4YE	5 weeks
5420M-48W-4YE	26 weeks
5420M-16MW-32P-4YE	26 weeks
10099	2 weeks
XN-ACPWR-920W	26 weeks
20G-DACP-SFPDDZ5M	2 weeks
20G-DACP-SFPDD3M	2 weeks
20G-DACP-SFPDD1M	2 weeks
10301	2 weeks
10302	2 weeks
10051H	2 weeks
10052H	2 weeks

Cisco 8 Weeks

Proline options are in stock.

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:

DTerm Contract

Initial Contract Term: The Initial Contract Tenn will be for a period of
. The Initial Contract Tenn 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) , and the Initial
Contract Tenn 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)

DAlternate 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.

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

D-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:
D-the contract will continue foryears;
D 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).
ll] 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.
D-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.
Dother: Contract Tenn 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.
D-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.
Describe: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
D-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.

Deconstruction: 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:

O-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:

[t] Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
D Automobile Liability Insurance in at least an amount of:&per occurrence.
DProfessional/Malpractice/Errors and Omission Insurance in at least an amount of: er occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
DCommercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.
D Cyber Liability Insurance in an amount of: — — — — — — — per occurrence.
D Builders Risk Insurance in an amount equal to I 00% of the amount of the Contract.
DPollution Insurance in an amount of:per occurrence.
D Aircraft Liability in an amount of:per occurrence.
D
D
D
D

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

0	for	
DLiquidated Damag	ges Contained in the Specifications.	
[ll Liquidated Damas	ges 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 theforegoing, 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. For all goods provided and accepted by the State, payment will be due within 30 days.
- **19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately after a 30 day opportunity to Cure and issues identified to the Contractor, 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.
- **21.20. 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.
- **22.21. 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.
- **23.22. 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.

- **24.23. 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.
- **25.24. 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.
- **26.25. 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.
- 27.26. 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.
- 27. WARRANTY: State understands that Vendor is not the manufacturer of the Products purchased by State hereunder and the only warranties offered are those of the manufacturer, not Vendor or its Affiliates. In purchasing the Products, State is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Vendor or its Affiliates. VENDOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

Vendor will not be responsible for and no liability shall result to Vendor or any of its

Affiliates for any delays in delivery or in performance which result from any circumstances
beyond Vendor's reasonable control, including, but not limited to, Product unavailability,
carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems,
acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency.

Any shipping dates or completion dates provided by Vendor or any purported deadlines
contained in a Statement of Work or any other document are estimates only. 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 **28.** (c) be free from defect in material and workmanship.

- 28. Limitation of Liability: UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL VENDOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST STATE BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH STATE'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY VENDOR OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY VENDOR OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF VENDOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY STATE FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$500,000.00.
 - **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. To the extent applicable, Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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 50-1-1 et seq. and the Freedom of Information Act West Virginia Code§§ 29B-1-1 et seq.

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

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

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

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

- **33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **34. VENDOR 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: (I) Any third party claims or losses resulting in death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party, 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 third party 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 hourlaws.

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:

Description Descri

D-Quarterly reports detailing the total quantity of purchases in units and dollars, along with alisting of purchases by agency. Quarterly reports should be delivered to the Purchasing Divisionvia 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.

41.39. 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.

42.40.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.

43.41.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.

- **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.
- **45.43. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code§ SA-3-62, which automatically voids certain contract clauses that violate State law.
- **46.44. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code§ SA-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) — <u>Lucas Ogden</u> — — — — — — — — — —
(Address) 230 N. Milwaukee Ave, Vernon Hills, IL 6006
(Phone Number)/ (Fax Number) <u>(312) 547-2776</u> <u>(312) 705-0463</u>
(email address) — <u>lucas.ogden@cdwg.com</u>

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§ SA-3-62. which automatically voids certain contract clauses that violate State law: and that pursuant to W. Va. Code SA-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

CDW GovernmentyLLC	
(Company). (Giordany) (Giordany) (Giordany)	
(Signature of Authorized Representative)	
Sustin Schwier - Mgr Proposal Teams	
(Printed Name and Title of Authorized Representative) (Date)	
(312) 547-2776 (312) 705-0463	
(Phone Number) (Fax Number)	
lucas.ogden@cdwg.com	

(Email Address)

CDW Government Overview

CDW•G understands that the objective of this RFQ is for WVDOT to identify the most reliable and experienced provider for Networking Equipment. Whatever the driving force behind your technology needs, we can support you where you are and help you achieve your goals—present and future—with the right solutions, precisely implemented, which can evolve with your organization.

We get how technology has evolved as a business driver to solve your most critical organizations challenges, understand your business, optimize technology and build unique IT solutions, and prepare for future evolution. We have been helping organizations of every type and size optimize efficiency, productivity, and performance for over thirty years. CDW•G stands behind you to maximize your IT investment, connect you with top industry vendors, solve your business problems, and meet your unique IT needs.

How We Can Help WVDOT Achieve Your Goals

As WVDOT evaluates its options for this RFQ, CDW•G would like to call out several benefits of partnering with us:

full rack buildouts.



Technical Resources: Access to hundreds of

CDW Solution Architects in multiple disciplines.

Post-Sales Services:

Access to more than 300 technicians, engineers, and support staff who perform desktop imaging, network configuration, server builds, and

Redundancy and **Speed:** Store products in one of our two US

CDW-owned, ISO 9001:2015certified distribution facilities. CDW can assist with equipment schedules and logistics.



Turnkey with **Breadth of Solutions:**

We are technology neutral with 100,000+ products and services from 1,000+ leading and emerging brands. We continually update these partners and products, allowing you access to industry-leading solutions.



Financial Strength:

Our financial stability stems from our vendor-

neutral solutions and multiple dedicated customer channels. Multiple avenues for growth and a balanced customer base allow us to weather economic and technology cycles.

Scalability: A team of

CDW IT professionals will be dedicated to WVDOT. Those resources will continue to grow as business grows. CDW is committed to making sure you receive the highest level of service and have the right team engaged.



Economies of Scale:

Customer Namegains the advantage of

CDW's size in the marketplace. As a top partner (often the No. 1 partner worldwide) to such manufacturers as Cisco, Dell EMC, HPE, and Lenovo, CDW can provide you with insight into new technology.



Tracking and Visibility: Online

procurement capabilities streamline and standardize purchasing, support flexible reporting, and improve decision making.

Table 1 WVDOT and CDW•G

Many respected vendors have well-established procurement/delivery and installation procedures but no plan or personnel in place to ensure their company remains compliant with the contract once signed.

WVDOT will benefit from partnering with a vendor who not only offers a diverse breadth of technology solutions but also has proven dexterity in the intricacies of state and local government contracts. In addition to our customer-centric account management teams, we have a program management (PM) department singularly devoted to managing contracts. CDW•G's experienced PM team manages nearly 1,000 active state, local, and education contracts. When WVDOT signs a contract with CDW•G, you also save time you might otherwise spend tracking data on the contract, advertising your contract to potential end users, and ensuring proper pricing and discounts are applied to every purchase.

Along with unwavering customer focus, we are committed to technology solutions delivering the best possible service and support with one-stop shopping for customized solutions. No matter where you are on your technology journey, WVDOT gets more from your IT investment through CDW•G's Technology Services, from roadmaps and adoption to project deployment and lifecycle management. Some benefits WVDOT will realize when partnering with CDW•G are:

- Accessibility, reliability, and consistency for a smoother experience
- Greater efficiencies through automated operations, agility, and scalability
- Increased infrastructure security with preventative and proactive protection and remediation
- Robust solution development for your unique challenges by experienced and knowledgeable engineers.
- Integrated technology solutions designed, implemented, and managed by highly specialized solution architects who can help you capitalize on new opportunities
- Management of your technology environment today and into the future with lifecycle technical and customer support, from presales consultations to post-implementation issue resolution
- Savings of time money by supplementing your IT staff quickly with award-winning staff augmentation
- A strong partnership with individuals WVDOT knows and trusts due to high retention of quality coworkers motivated to maximize performance and productivity.

CDW Amplified™ Services



Security



Infrastructure



Workspace



Support



Data



Development

Table 2 CDW Amplified™ Services

WE GET Reliable Distribution

Unlike many solutions integrators, CDW•G operates physical warehouses as opposed to the virtual warehouse methodology. CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds more than \$300M of available inventory in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

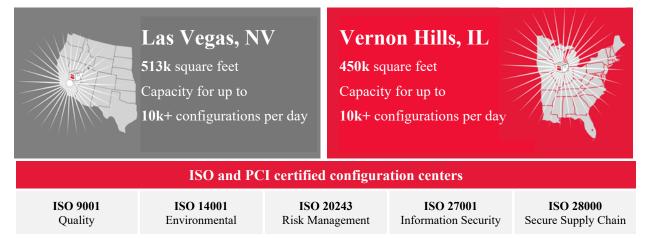


Figure 1 CDW•G Distribution Center Facts

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

WE GET Strong Manufacturer and Distribution Partnerships

A significant advantage CDW•G offers Customer is our ability to deliver the right products, at the right value, right when you need them. As one of the largest direct market resellers, CDW has established exceptional working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers – and their best prices. To supplement our direct purchasing model, CDW has developed strong affiliations with principal channel distributors. Our distribution centers are located in close proximity to principal distributors; this enables us to quickly obtain competitively priced, non-stocked items.

<u>CDW's 2022 Environmental, Social, and Governance Report</u> demonstrates our commitment to operating responsibly and creating value for our coworkers, customers, communities, and investors. CDW's ESG report is built on our Circle of Service approach and on the CDW Way, the values we live by that keep us focused on what matters, ensuring consideration of our stakeholders and societal impacts.

WE GET Secure Supply Chain

Inventory availability and reliable distribution are not the only key elements in effective purchasing. More and more, organizations rely on information and communication technology to handle growing workloads and mission-critical operations. In this increasingly uncertain world, they are facing a dangerous reality: the rise of counterfeit and maliciously tainted equipment. WVDOT can be confident in the quality of the products you order through CDW. ISO 28000:2007 Secure Supply Chain is an important standard for our

company. The scope of the certification includes planning, deployment, and provisioning of supply chain services and supporting processes. ISO 28000:2007 certification demonstrates that CDW has mature, end-to-end risk management programs, with a focus on delivering quality and security in managing information, products, and services to meet our customers' needs.

WE GET National and International Reach

Businesses today demand a seamless international experience — one that ensures consistent service levels and transparency across touchpoints, as well as access to local expertise and capabilities. Our U.S. operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service.

Comprehensive IT Solutions for WVDOT

WVDOT can develop the best total solution while attaining the most value with CDW•G's full range of products and services, from discrete hardware and software products to integrated IT solutions. We are technology "agnostic," focused on finding the right solution for you rather than pushing a particular brand, and our sales and service delivery teams consist of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers. Our offerings are comprehensive, including expert consulting, design, configuration, installation, and lifecycle management services.

We have services dedicated to each stage of your solution rollout and IT journey, with technical support and professional services experts, architects and engineers that give your IT team the time they need to turn IT into a competitive advantage.

Full-Stack Expertise

Products and Partnerships	Technology Services	Total Solutions
100,000+ products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware!	 eProcurement integration Leasing services Managed services Pre-shipment configuration Professional services Warranty and maintenance 	 Cloud Collaboration Data center and networking Managed Print Services Point of Sale Security Software management Total Mobility Management
	Table 3 Full-Stack Expertise	

WE GET State & Local

From prioritizing cybersecurity and public safety to modernizing data infrastructures and future-proofing technologies, finding the right state and local IT solutions can be daunting. CDW•G can help you

implement the right technology solutions to meet your agency mission goals with over two decades of experience serving state and local governments. We can help you clear those technology hurdles in a way that meets the needs of your agency and helps you prepare for tomorrow's IT challenges.

CDW•G's state and local government business unit is 233 coworkers strong serving the 50 states from the largest state agencies to the smallest rural communities. The breadth and depth of this team assures that each agency feels heard and has personalized customer service with a team that focuses solely on the needs of governmental agencies. Our proximity to WVDOT allows our dedicated teams to live and breathe West Virginia from legislative and fiscal calendars at WVDOT level, to business cycles and practices of major metropolitan areas."

CDW Quick Facts

Vernon Hills, IL

Headquarters

\$24B

2022 Annual Net Sales

14,900

Coworkers

53

U.S. Offices

250,000+

Customers

166

2023 Fortune 500 Rank

ABOUT CDW GOVERNMENT

CDW Government LLC (CDW•G) is the wholly owned subsidiary of CDW LLC (CDW), a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. Recognizing the unique challenges and opportunities of our public sector customers, we established CDW•G in 1998 to focus on the specific needs of the government and education sectors. Our teams are broken down by segment, with separate teams serving State and Local customers, K-12, Higher Education, and Federal, and further organized into 11 geographic regions for a higher level of specialization. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12, and higher education. We have an expansive network of offices near major cities and a large team of field coworkers across the United States. CDW debuted on the Fortune 500 in 2001 and now ranks at number 166. CDW ranks at No. 4 on CRN's 2023 Solution Provider 500 list. The sustainable growth and continued financial stability of our company serves to assure WVDOT that we are here to stay and can support you through the life of this contract and beyond.



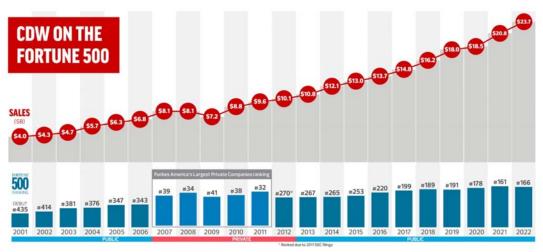


Figure 2 CDW on the Fortune 500

CDW Configuration Services Overview

IT teams face constant pressure to increase productivity while keeping costs low. That's why CDW is with you every step of the way, from assessing your environment and long-term objectives to designing and implementing a custom solution to meet your needs. We offer a wide variety of configuration services to make IT implementations easier and help you meet the demands of your business, including project management oversight — a vital service for large deployments.

Hardware Configuration

CDW's highly trained and certified technicians can configure your hardware before it ships. There's no downtime, wasted resources or need to hire outside consultants. We'll help you save time and money with the configuration solution that meets your needs, including:

- End-user hardware installations, including desktops, laptops and printers
- Pre-shipment configuration for server and storage equipment
- Remote configuration for networking and storage equipment

Software Configuration Management and Computer Imaging

We can configure your operating system, custom BIOS and/or software settings to any piece of equipment before shipment. By letting us handle repetitive software configurations before your order ships, you'll save time with new system rollouts. We offer:

- Computer imaging services: We can preload your custom images onto systems before they ship.
- VPN configuration services: With a static IP address and proprietary VPN connection, you can update images on the fly.
- iOS and Android configuration: We'll customize your iPad or Android deployments by loading apps, settings or customized content.

Custom Turnkey Solutions

We'll ensure your new technology is ready to go when it arrives to help you save time and money. You can feel confident that your new technology is properly customized, integrated, tested and ready to deploy "out of the box" as soon as it's delivered. We can help with:

- Joining client systems to your domain over VPN
- Custom BIOS and firmware upgrades
- Data capture for pre-staging on your network
- Custom inserts with clear instructions for users

IT Asset Management

Keeping track of your IT infrastructure can be difficult, but our customized asset tagging makes it simple. We can label every piece of hardware with a unique asset number, which can be easily tracked online in your Account Center. This not only standardizes your physical inventory, but also enhances tracking capabilities, along with reducing the possibility of theft or loss. We offer:

- Custom asset tagging based on your current system or one we help you devise
- Enhanced barcode tracking for easy inventory management

Custom engraving and laser etching for laptops, tablets and more

Custom Packaging and Simplified Distribution

With our custom packaging and distribution services, you can eliminate the clutter of extra boxes and receive your new IT equipment packaged, labeled and consolidated for ease of delivery at your dock. We can simplify delivery with:

- Palletization: Allows you to receive your entire order in one shipment
- Kitting: We'll bundle your items together and ship kitted boxes to multiple destinations
- Labeling: We'll label packages with vital information for easy routing and tracking

Remote Configuration Services

CDW's highly skilled and certified engineers can remotely deploy multivendor firewall, router and switch configurations. We'll configure this hardware from one of our two state-of-the-art Configuration Centers before shipment and complete final settings and hardening after delivery via a secure connection. Services include customized installations for:

- HP, Cisco, Dell and Aruba switches
- Cisco wireless LAN controllers
- Cisco IronPort web and email security
- Cisco ASA with FirePOWER® and F5 BIG-IP® LTM configurations
- Citrix XenApp®, Xen Desktop® and NetScaler® GatewayTM solutions
- FortiGate, SonicWall and Palo Alto appliances

CDW AmplifiedTM Services Overview

For continuous support meeting your organization's goals, you need IT Orchestration by CDW®.

Technology Drives Organizational Outcomes

Full Stack. Full Lifecycle. Full Outcomes.

In today's competitive market, the speed of digital priorities is critical to success. Yet, technical complexities can slow progress. CDW's full-stack engineering services team focuses on digital transformation – from code and applications to cloud, data, and security – to help you accelerate innovation, enhance customer experiences, and optimize collaboration, all while delivering agility and cost efficiencies to your business.

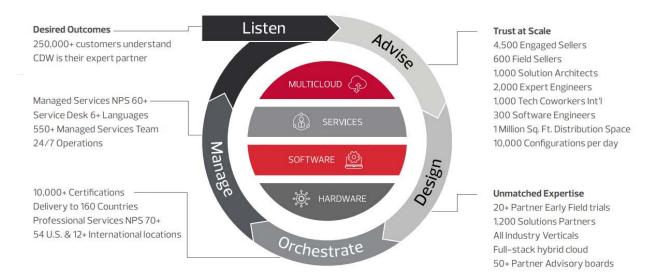


Figure 3 Full Stack Technology with CDW Amplified Services

CDW AmplifiedTM Services

Get More from Your Technology

We know IT. That's our business. When you partner with us, we take the extra load off your IT Team. That way, they can focus on initiatives that turn IT into a competitive advantage while we help you maximize your IT investments and deliver real value for your customers. Our experts help you design, orchestrate, and manage your technology environment.

DESIGN

Advisory & Assessment

Using a wide breadth of tools, data, and years of expertise, we offer strategic advisory services, workshops, and assessment, planning, and design engagements with CDW engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

ORCHESTRATE

Building, Implementation & Deployment

Our expert engineers configure and deploy your solutions to help you implement technology according to your organization's unique needs and ensure it works from day one. We can build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

MANAGE

Continuous Support & Operations

Save time and money, and augment internal IT team bandwidth, with 24/7/265 support and expert management of any aspect of your technology solution.

- Managed services: With proactive monitoring, automation, alerting, analysis, maintenance, and performance of operational functions of an organization's contracted technology environment, CDW can provide end-to-end support of your complex environments.
- Technical support and continuous improvement engagements: CDW experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

CDW AmplifiedTM Infrastructure Services

<u>CDW AmplifiedTM Infrastructure Services</u> provide expertise, tools, and resources to scale and future-proof your infrastructure. We help you upgrade existing architecture and prepare for what's to come, whether you're on-premises, migrating to the cloud, or already there.











Brocade®, Cisco Meraki™, Commvault®, Cradlepoint®, Dell EMC™, F5®, HP, Hewlett Packard Enterprise, IBM®, NetApp®, Nutanix®, Pure Storage®, Red Hat®, Rubrik®, Veeam®, Veritas™, VMware®

CDW AmplifiedTM Development Services

Growing technical debt in your application stacks and software delivery processes can bring your organization to a halt. Modern, cloud-native technologies and industry-leading best practices allow you to develop applications that revolutionize your infrastructure and solve business issues. CDW AmplifiedTM Development Services can modernize your applications, streamline delivery through DevOps, and write custom, cutting-edge apps that drive your business.



AmplifiedTM Workspace Services

<u>CDW AmplifiedTM Workspace Services</u> provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable you to build a communications platform that grows with you, is rapidly adopted by end users, and helps you improve business outcomes through seamless collaboration.



CDW AmplifiedTM Security Services

<u>CDW AmplifiedTM Security Services</u> provide independent evaluations of your security posture and help you fortify your weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response.



CDW AmplifiedTM Support Services

IT teams are busier than ever – they aren't just keeping the lights on for everyday technology needs, they're driving innovation across organizations. IT Teams no longer have time to drop everything for every broken laptop or lost password. <u>CDW AmplifiedTM Support Services</u> deliver custom warranty, maintenance, and support services that augment your IT staff so they can focus on maximizing business outcomes.



CDW AmplifiedTM Data Services

Making data-driven decisions in a competitive market takes a comprehensive data strategy and a modernized data warehouse. <u>CDW AmplifiedTM Data Services</u>, including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark competitive advantage.

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Design, build, and deploy modern data analytics and AI/ML solutions for storing, transforming, discovering, and operationalizing your data.

Expertise

CDW offers you an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency, and resources of a multinational provider. We are ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources provide the assistance and scale your IT team needs — freeing them up to focus on delivering bottom-line value and innovation.

We offer the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency, and resources of a multinational provider.

- 250,000+ customers globally
- 3700+ worldwide coworkers in CDW Integrated Technology Solutions
- 10,000+ technology certifications



Figure 4 CDW Certifications

Across the U.S. alone, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners. And, we are expanding our unique expertise around the world, with offices in the Asia-Pacific region, the U.K. and Ireland, the Middle East and Africa.

We get that every IT solution is unique, and that its delivery must be customized to meet your specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers, and project managers will work with you to design, orchestrate and manage solutions that meet your needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security, and support, CDW has the expertise you need to help with everything. Our technical support and professional services experts, architects and engineers give your IT team the time and focus they need to turn IT into a competitive advantage.

Local Attention

CDW is headquartered just outside of Chicago, Ill., and we have 53-plus offices throughout the United States and Canada. So, chances are, we're within driving distance of your office. And even if you're located in an area without a local CDW branch, our network of trusted service providers — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — ensure that your organization will still get the full attention and resources it deserves.

National Scale

For U.S. customers, our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. We have full redundancy, eProcurement integration and provider consolidation available to further increase our cost and service efficiencies. In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners. In fact, because of our national scale, CDW is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

Value-Added Resources & Account Management Team

CDW offers an account management structure that focuses on providing value-added presales consulting and comprehensive support throughout the lifecycle management of your assets. When you work with CDW, you have access to expertise that is not available within your organization. Your CDW Account Management Team coordinates with the applicable value-added resources to help your organization develop the best solution for your specific needs, challenges, and long-term goals.

Whether you need software, network communications, notebooks/mobile devices, data storage, video monitors, desktops and printers—or you require more advanced virtualization, collaboration, security, mobility, data center optimization and cloud computing solutions—CDW gets IT. Our team of technology experts and dedicated account managers will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results. We will work closely with your organization and respond with solutions that provide robust functionality, efficiencies, and cost savings.

Your dedicated account management team is responsible for managing your procurement needs and overseeing all facets of your account. Key personnel include:



Lucas Ogden, Account Representative

P: (312) 547-2776, E: lucas.ogden@cdwg.com

Lucas Ogden serves as WVDOT's primary point of contact. Lucas is available on an as-needed basis to tackle all of WVDOT's product quote, order placement, and problem resolution needs. He is highly trained to address your questions and concerns. Having managed numerous accounts based in the Charleston region, Lucas is extremely familiar with the processes, challenges, and needs that are specific to organizations similar to WVDOT.



Christopher Nelson, Sales Manager

P: (312) 705-9020, E: christopher.nelson@cdw.com

Christopher Nelson, oversees your account team and helps to develop strategies that best serve your organization's long-term success. Christopher spends a significant amount of time meeting with customers to understand the dynamics of their local markets and to ensure that they take full advantage of CDW's offerings. Also, he is responsible for building and maintaining strong relationships locally with our top OEM partners. Christopher's ability to leverage those relationships will greatly benefit your organization.

Presales Consulting Expertise

A unique advantage of CDW's business model is that WVDOT has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in particular areas of technology or for specific partner products. Your account manager engages these value-added resources to bring WVDOT the best advice and technology solutions to meet your unique needs. Your account team coordinates meetings with WVDOT and vendors to review

future needs, standards, and roadmaps. In addition, your account team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support

Technology Specialists

Our teams of technology specialists are highly trained and experienced in particular products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Security
- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00

a.m. until 9:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW•G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

CDW's Partnerships

As WVDOT seeks new and emerging technology solutions, CDW has you covered. We maintain strong relationships with more than 1,000 vendor partners to provide the best products, services, and support to our customers. Choose from more than 100,000 technology products from industry-leading brands, and with the industry's largest in-stock inventories, you can be certain we will have the technology you're looking for.

- Many of our top manufacturers and software publishers' representatives are onsite at CDW's sales offices to facilitate requests for information and assist with designing the best possible solutions.
- Your account team works with these resources to review product roadmaps, evaluate new models, and develop strategies for a smooth transition to new systems.
- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages and overstocks, as well as other disruptions related to supply and demand variability.
- We often secure additional inventory to offset any known supply issues.
- CDW works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments.
- CDW has received awards and recognition from our partners for developing and delivering exceptional solutions.

With one of the largest technology partnership portfolios in the industry, CDW can support WVDOT's full stack of infrastructure solutions.

We know that our customers have many technology provider choices. When working with CDW, you get the best total solution the industry offers without the limitations inherent when dealing with either a manufacturer or specific partner. WVDOT will have the right partner in their corner with CDW as they navigate purchasing in a vast partner landscape.

Cisco Gold Certified Partner

There is no other Cisco Gold Partner in the world that offers CDW's combination of expertise and experience. We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies.

- In 2018, CDW achieved the newest of Cisco's Master Specializations, in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification.
- At the 2019 Cisco Partner Summit, CDW was recognized with the Global Award for Commercial Partner of the Year and nine geography and theater/area awards.

CDW received the following awards at the 2022 Cisco Partner Summit:

CDW has been recognized as the 2022 Americas Partner of the Year by Cisco and as 2022
 Cisco Software Partner of the Year.

- CDW was also announced as the winner of a Bold Bets prize through Cisco's Partner Innovation Challenge, as well as:
 - US Areas Central Partner of the Year
 - US Areas Central Enterprise Partner of the Year
 - US Areas Central Commercial Partner of the Year
 - US Areas Central Security Partner of the Year
 - US Areas East Commercial Partner of the Year
 - US Federal Intelligence partner of the Year *Sirius
 - US Areas West Commercial partner of the Year
 - UKI Theatre Enterprise Networking & Meraki Partner of the Year

CDW received the following awards at the 2021 Cisco Partner Summit:

- CDW was named **Security Partner of the Year** (Americas). CDW also won:
 - CDW Canada Partner of the Year (CDW Canada)
 - Commercial Partner of the Year (Americas)
 - Meraki Partner of the Year (Americas)
 - Canadian Architectural Excellence Partner of the Year: Network Modernization (CDW Canada)
 - Canadian Commercial Partner of the Year (CDW Canada)
 - Area Partner of the Year (US Central Area CDW Logistics LLC)
 - Collaboration Partner of the Year (US Central Area CDW Logistics LLC)
 - Software Partner of the Year (US Central Area CDW Logistics LLC)
 - Commercial Partner of the Year Customer Experience Partner of the Year (US East Area

 CDW)
 - SMB Market Partner of the Year (US East Area CDW)
 - SMB Market Partner of the Year (US West Area CDW)
 - Data Center and Cloud Partner of the Year (UKI Theater CDW)

CDW received the following awards at the 2020 Cisco Partner Summit:

- CDW was a Global Award Winner for Software Partner of the Year. CDW also won:
 - Americas US Partner of the Year
 - Americas Marketing Partner of the Year
 - US Central Enterprise Partner of the Year
 - US South Commercial Partner of the Year

- Canada Sales Acceleration Partner of the Year
- EMEAR Technology Excellence Partner of the Year: Data Center
- UK and Ireland Partner of the Year

CDW subsidiary IGNW also won several awards including US West Outstanding Solutions Partner of the Year and US South DSI Solution Partner of the Year.

CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has over 1,300 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:

- 717 Cisco Certified Sales Experts
- 63 Cisco Certified Internetwork Experts
- 215 Cisco Certified Network/Design/Voice Professionals
- 322 Cisco Certified Network/Design Associates

In addition, CDW is actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest and greatest code prior to the general release of the product. It also lets CDW as an organization shape the products prior to shipping the first release level. There are only four partners in the world and a handful of customers that participate in the Cisco Early Field Trials. Generally, Cisco only invites 2 partners to each EFT opportunity. Most partners are only doing 3-4 EFT's at most. CDW participates in more than 20+ EFT's a year across Data Center, Engineering, Collaboration, and Security.

Appendix

- COI
- W9



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/29/2023

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).

certificate does not comer rights	s to the certificate holder in fied of such	endorsemen	ι(S).						
PRODUCER Aon Risk Services Central, In		CONTACT NAME:							
Chicago IL Office 200 East Randolph Chicago IL 60601 USA	C.	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363-01	-0105				
		E-MAIL ADDRESS:							
			/ERAGE	NAIC #					
INSURED		INSURER A:	Lloyd's Syndicate No.	2623	AA1128623				
CDW Government LLC 230 North Milwaukee Ave		INSURER B:	The Phoenix Insurance	Company	25623				
Vernon Hills IL 60061 USA		INSURER C:	nsurance Company	25615					
		INSURER D:	Travelers Property Cas	Co of America	25674				
		INSURER E:	The Travelers Indemnit	y Co of CT	25682				
		INSURER F:		_					
001/274020		^^							

COVERAGES CERTIFICATE NUMBER: 570101924168 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.

	CLUSIONS AND CONDITIONS OF SUCE						Limits sh	own are as requested
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD			POLICY EXP (MM/DD/YYYY)	LIMIT	S
В	X COMMERCIAL GENERAL LIABILITY			6605D53096A	10/01/2023	10/01/2024	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR			see addendum			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
С	AUTOMOBILE LIABILITY			BA-6N190234-23-I3-G	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED SCHEDULED						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB X OCCUR			CUP6J53867923I3	10/01/2023		EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE			SIR applies per policy ter	ns & condit	tions	AGGREGATE	\$5,000,000
	DED X RETENTION	1					Retained Limit	\$10,000
Е	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB8P79604A2351K	10/01/2023	10/01/2024	X PER STATUTE OTH-	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE	11		AOS UB8P8306872351R	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A		AZ, MA, WI	10/01/2023	10/01/2024	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
Α	E&O - Miscellaneous Professional-Primary			W19A8C230901 Claims Made - Cyber SIR applies per policy ter	10/01/2023	, ,	Each Claim Aggregate	\$10,000,000 \$10,000,000
				Six applies per policy tell	& condit			

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

CEDTIEICATE HOI DED	CANCELLATION

CDW Government LLC 230 North Milwaukee Ave. Vernon Hills IL 60061 USA 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

Aon Risk Services Central, Inc.

AGENCY CUSTOMER ID: 10227766

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		CDW Government LLC
POLICY NUMBER See Certificate Number: 570101924168		
CARRIER	NAIC CODE	
See Certificate Number: 570101924168		EFFECTIVE DATE:

See Certificate Number	: 570101924168	EFFECTIVE DATE:						
ADDITIONAL REMARKS	•	<u> </u>						
	S FORM IS A SCHEDULE TO ACC							
FORM NUMBER: ACORD	25 FORM TITLE : Certificate of	ial General Liability						
Commercial General Lia	Commercial General Liability							
Policy# 6605D53096A								
State and Insurer(s) A	Affording Coverage							
California	Travelers Property Casual	lty Company of America NAIC# 25674						
All Other	The Phoenix Insurance Com	mpany NAIC# 25623						



January 1, 2023

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is <u>not</u> a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
	CDW LLC											
	2 Business name/disregarded entity name, if different from above											
	CDW Government LLC, CDW Government											
Print or type. See Specific Instructions on page 3.	single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnersl Note: Check the appropriate box in the line above for the tax classification of the single-member own LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) 5 Address (number, street, and apt. or suite no.) See instructions.	Tru nip) ► _ ner. Do n wner of the-membe	c not ch he LL eer LL	state eck C is C tha	E Gat	ertai nstru Exem Exem code	in entictions npt pay nption (if any s to according	ities, s on p yee of from y)	not page code	(if any) FCA rep N/ ined outsid	als; se	ee
Pa	rt I Taxpayer Identification Number (TIN)											
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		Soc	cial s	secu	rity r	numb	er			1 1	
	up withholding. For individuals, this is generally your social security number (SSN). However, fo ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	r a				_			_			
	es. it is vour employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	t a										
TIN, I	ater.		or									
	If the account is in more than one name, see the instructions for line 1. Also see What Name	and	Em	ploy	er id	lentii	ficatio	on nu	umb	er		
Numb	ber To Give the Requester for guidelines on whose number to enter.					1		_		7 ^		
			3	6	_	3	3	1	0	7 3	5	
Par	t II Certification											
Indo	r popultion of porjugy. I cortify that:											

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpaver identification number (or I am waiting for a number to be issued to me): and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	
Here	

Signature of U.S. person ▶ Longra Vidal

Date > 01/01/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

Remainder of RFQ

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: October 6, 2023 by 10:00am

Submit Questions to: John Estep 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email: john.w.estep@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 wvOASIS, 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 wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. 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 wvOASIS 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 response	nding 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	convenience
copies of each to the Purchasing Division at the address shown below. A	dditionally, the Vendor
should clearly identify and segregate the cost proposal from the technical	al 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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

JOHN ESTEP

CRFQ 0803 DOT2400000021

October 12, 2023

1:30 pm

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: October 12, 2023 @ 1:30 PM

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 wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

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

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

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

- 22. 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 wvOASIS 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.



EXHIBIT A - PRICING PAGE

LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305

Specifications Reference	Contract Item Number	Description	Part Number or Equal	Quantity	Unit Cost	Extended Price Total
3.1.1	#1	Cisco ISR 1101 4 Ports GE Ethernet WAN Router or equal	C1101-4P or equal	1	\$886.08	\$886.08
3.2.1	#2	Extreme Networks 16x10/100/1000Base-T Ethernet Switch POE+ or equal	5320-16P-4XE or equal	10	\$1,932.75	\$19,327.50
3.2.2	#3	Extreme Networks 24x10/100/1000Base-T Ethernet Switch POE+ or equal	5320-24P-8XE or equal	10	\$2,128.50	\$21,285.00
3.2.3	#4	Extreme Networks 48x10/100/1000Base-T Ethernet Switch POE+ or equal	5320-48P-8XE or equal	10	\$3,568.95	\$35,689.50
3.2.4	#5	Extreme Networks 5420M Universal Switch - 24 Port or equal	5420M-24W-4YE or equal	1	\$2,928.60	\$2,928.60
3.2.5	#6	Extreme Networks 5420M Universal Switch - 48 Port or equal	5420M-48W-4YE or equal	65	\$4,655.25	\$302,591.25
3.2.6	#7	Extreme Networks 5420M Universal Switch – 48 Port (16 POE 90W Multi-rate/32 POW 30W) or equal	5420M-16W-32P-4YE or equal	8	\$5,791.05	\$46,328.40
3.3.1	#8	Networks Power Cord, 15A, USA, NEMA 5-15, IEC320- C15 or equal	10099 or equal	54	\$17.10	\$923.40
3.3.2	#9	Proline - power extension cable - IEC 60320 C15 to IEC 60320 C14 - 6 ft or equal	PRO-C142C1514AWG6FT or equal	104	\$35.87	\$3,730.48
3.3.3	#10	Extreme Switching Power Supply - AC - 920 Watt or equal	XN-ACPWR-920W or equal	148	\$717.75	\$106,227.00
3.3.4	#11	Extreme Networks 20GBase direct attach cable - 0.5 m or equal	20G-DACP-SFPDDZ5M or equal	64	\$199.80	\$12,787.20
3.3.5	#12	Extreme Networks 20GBase direct attach cable - 3 m or equal	20G-DACP-SFPDD3M or equal	12	\$335.25	\$4,023.00

3.3.6	#13	Extreme Networks 20GBase direct attach cable - 1 m or equal	20G-DACP-SFPDD1M or equal	2	\$220.50	\$441.00
3.3.7	#14	Extreme Networks - SFP+ transceiver module - 10 GigE or equal	10301 or equal	24	\$165.21	\$3,965.04
3.3.8	#15	Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module or equal	10302 or equal	16	\$269.91	\$4,318.56
3.3.9	#16	Extreme Networks 10051H Compatible 1000BASE-SX SFP Transceiver Module or equal	10051H or equal	5	\$48.89	\$244.45
3.3.10	#17	Extreme Networks 10052H Compatible 1000BASE-LX SFP Transceiver Module or equal	10052H or equal	3	\$58.81	\$176.43

\$565,872.89

The Pricing Pages contain a list of the Contract Items and quantities to be purchased.
Unit Costs must include pricing for the specified Contract Item # and its mandatory components as detailed in Exhibit B Specifications.

Vendor Signature