



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

## Header 2

List View

### General Information

Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1712161

Procurement Type: Central Purchase Order

Vendor ID: 000000180127

Legal Name: INSIGHT PUBLIC SECTOR INC

**Alias/DBA:**

**Total Bid: \$199,629.70**

Response Date: 06/20/2025 

Response Time: 15:56

Responded By User ID: WWIPS17

First Name: Brandi

Last Name:

Email: [Brandi.Smith@insightL.com](mailto:Brandi.Smith@insightL.com)

Phone: 501-505-4659

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2500000029

Published Date: 6/19/25

**Close Date:** 6/23/25

**Close Time: 13:30**

Status: Closed

**Solicitation Description:** Addendum No 1 Networking Equip for Fairmont & Clarksburg Bldg

Total of Header Attachments: 2

**Total of All Attachments: 2**



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1712161  
**Solicitation Description:** Addendum No 1 Networking Equip for Fairmont &Clarksburg Bldg  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-06-23 13:30	SR 0231 ESR06202500000007689	1

**VENDOR**  
000000180127  
INSIGHT PUBLIC SECTOR INC

**Solicitation Number:** CRFQ 0231 OOT2500000029  
**Total Bid:** 199629.7000000000116415321826 **Response Date:** 2025-06-20 **Response Time:** 15:56:53  
**Comments:** Products will ship in 7 to 10 days

**FOR INFORMATION CONTACT THE BUYER**  
Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1 Extreme Networks 48 Port PoE Network Switch	25.00000	EA	4275.170000	106879.25

Comm Code	Manufacturer	Specification	Model #
43222612			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.1 Extreme Networks 48 Port PoE Network Switch (Model 5420F-48P-4XE), or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.2 Extreme Networks Multi-Gigabit Network Switch	5.00000	EA	5827.170000	29135.85

Comm Code	Manufacturer	Specification	Model #
43222612			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.2 Extreme Networks Multi-Gigabit Network Switch (Model 5420F-16MW-32P-4XE), or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.3 Extreme Networks Standard Power Cord, 15A, USA, NEMA 5	30.00000	EA	15.350000	460.50

Comm Code	Manufacturer	Specification	Model #
26121636			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.3 Extreme Networks Standard 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
4	3.1.4 Extreme Network 20GBase Direct Attach Cable - 0.5 mete	30.00000	EA	179.310000	5379.30

Comm Code	Manufacturer	Specification	Model #
26121609			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.4 Extreme Network 20GBase Direct Attach Cable - 0.5 meters (Part#20G-DACP-SFPDDZ5m), or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.5 Extreme Networks 20GBase Direct Attach Cable - 1.0 met	5.00000	EA	197.880000	989.40

Comm Code	Manufacturer	Specification	Model #
26121609			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.5 Extreme Networks 20GBase Direct Attach Cable - 1.0 meter (Part# 20G-DACP-SFPDD1M), or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.1.6 Extreme Networks 20GBase Direct Attach Cable - 3.0 met	5.00000	EA	127.360000	636.80

Comm Code	Manufacturer	Specification	Model #
26121609			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.6 Extreme Networks 20GBase Direct Attach Cable - 3.0 meters (Part# 20G-DACP-SFPDD3M), or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.1.7 Extreme Networks 10GBASE-LR SFP+ Transceiver Module -	30.00000	EA	1106.150000	33184.50

Comm Code	Manufacturer	Specification	Model #
43201500			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.7 Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10302), or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	3.1.8 Extreme Networks 10GBASE-SR SFP+ Transceiver Module -	30.00000	EA	663.130000	19893.90

Comm Code	Manufacturer	Specification	Model #
43201500			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.8 Extreme Networks 10GBASE-SR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10301), or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	3.1.9 Extreme Networks ExtremeCloud IQ Pilot Subscription	30.00000	EA	102.340000	3070.20

Comm Code	Manufacturer	Specification	Model #
81162000			

**Commodity Line Comments:** will ship in 7 to 10 days

**Extended Description:**

3.1.9 Extreme Networks ExtremeCloud IQ Pilot Subscription, or equal



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

State of West Virginia  
Centralized Request for Quote  
Info Technology

**Proc Folder:** 1712161

**Doc Description:** Networking Equip for Fairmont & Clarksburg Buildings OT25230

**Reason for Modification:**

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-06-09	2025-06-23 13:30	CRFQ 0231 OOT2500000029	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Insight Public Sector, Inc.

**Address :**

**Street :** 2701 E Insight Way

**City :** Chandler

**State :** Arizona

**Country :** US

**Zip :** 85286

**Principal Contact :** Brandi Smith

**Vendor Contact Phone:** 937-415-9442

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

**Vendor Signature X** *Erica Falchetti*

**FEIN#** 36-3949000

**DATE** 6/16/2025

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 Extreme Networks Standard Power Cord, 15A, USA, NEMA 5	30.00000	EA	15.35	460.50

Comm Code	Manufacturer	Specification	Model #
26121636			

**Extended Description:**

3.1.3 Extreme Networks Standard Power Cord, 15A, USA, NEMA 5-15, IEC320-C15(Part 10099), or equal

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.4 Extreme Network 20GBase Direct Attach Cable - 0.5 mete	30.00000	EA	179.31	5,379.30

Comm Code	Manufacturer	Specification	Model #
26121609			

**Extended Description:**

3.1.4 Extreme Network 20GBase Direct Attach Cable - 0.5 meters (Part#20G-DACP-SFPDDZ5m), or equal.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.7 Extreme Networks 10GBASE-LR SFP+ Transceiver Module -	30.00000	EA	1,106.15	33,184.50

Comm Code	Manufacturer	Specification	Model #
43201500			

**Extended Description:**

3.1.7 Extreme Networks 10GBASE-LR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10302), or equal.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.8 Extreme Networks 10GBASE-SR SFP+ Transceiver Module -	30.00000	EA	663.13	19,893.90

Comm Code	Manufacturer	Specification	Model #
43201500			

**Extended Description:**

3.1.8 Extreme Networks 10GBASE-SR SFP+ Transceiver Module - 10 Gigabit Ethernet (Part# 10301), or equal



	Document Phase	Document Description	Page 7
OOT2500000029	Final	Networking Equip for Fairmont & Clarksburg Buildings OT25230	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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.

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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Friday June 13, 2025 @ 3:00 p.m.

Submit Questions to: Toby L. Welch  
2019 Washington Street, East Charleston, WV 25305  
Fax: (304) 558-3970  
Email: [Toby.L.Welch@wv.gov](mailto:Toby.L.Welch@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 or modification of bids via email.

**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 **shall** 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. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

**12. 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.

**13. UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

**14. 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](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

**21. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor [WV OASIS](#) or the Purchasing Division's website to determine when a contract has been awarded.

**22. 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.

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

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

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

☐☐☐☐

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

**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:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

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

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

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

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

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

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

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



**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

**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) Brandi Smith, Account Executive

(Address) 2701 E Insight Way Chandler, Arizona 85286

(Phone Number) / (Fax Number) 937-415-9442

(email address) Brandi.Smith@insight.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Insight Public Sector, Inc.

(Company) Erica Falchetti

(Signature of Authorized Representative)  
Erica Falchetti - Director, Public Sector

(Printed Name and Title of Authorized Representative) (Date)

937-415-9442

(Phone Number) (Fax Number)

Brandi.Smith@insight.com

(Email Address)

**REQUEST FOR QUOTATION**  
**Networking Equipment for Fairmont and Clarksburg Buildings (OT25230)**

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- 3.1.1.3** Must have two (2) Dedicated Stacking/SFP-DD ports\* (unpopulated).
- 3.1.1.4** Must have one (1) Serial console port (RJ-45).
- 3.1.1.5** Must have one (1) USB A port for management or external USB flash.
- 3.1.1.6** Must have one (1) USB Micro-B console port.
- 3.1.1.7** Form factor: 1U rack-mountable.
- 3.1.1.8** Cooling: fixed side-to-side cooling fans.
- 3.1.1.9** Power supply: fixed AC power supply.
- 3.1.2** **Extreme Networks Multi-Gigabit Network Switch (Model 5420F-16MW-32P-4XE), or Equal. Quantity of Five (5)**
  - 3.1.2.1** Must have sixteen (16) 100Mb/1Gb/2.5Gb Base-T 802.3bt (90W) PoE ports, Full/Half-Duplex (autosensing), MACsec-capable.
  - 3.1.2.2** Must have thirty-two (32) 10/100/1000 Base-T 802.3at (30W) PoE+ ports, Full/Half-Duplex (autosensing), MACsec-capable.
  - 3.1.2.3** Must have four (4) 1/10Gb SFP+ uplink ports, MACsec-capable.
  - 3.1.2.4** Must have two (2) Dedicated Stacking/SFP-DD ports\* (unpopulated).
  - 3.1.2.5** Must have one (1) Serial console port (RJ-45).
  - 3.1.2.6** Must have one (1) USB A port for management or external USB flash.
  - 3.1.2.7** Must have one (1) USB Micro-B console port.
  - 3.1.2.8** Form factor: 1U rack-mountable.
  - 3.1.2.9** Cooling: fixed side-to-side cooling fans.
  - 3.1.2.10** Power supply: fixed AC power supply.
- 3.1.3** **Extreme Networks Standard Power Cord, 15A, USA, NEMA 5-15, IEC320-C15(Part 10099), or Equal. Quantity of Thirty (30)**
  - 3.1.3.1** Connector Types: First End: NEMA 5-15P (Male).
  - 3.1.3.2** Second End: IEC 60320 C15 (Female).

**REQUEST FOR QUOTATION**  
**Networking Equipment for Fairmont and Clarksburg Buildings (OT25230)**

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- 3.1.7.3 Connector Type: LC duplex.
- 3.1.7.4 Wavelength: 1310 nm nominal.
- 3.1.7.5 Transmission Distance: Up to 10 kilometers (6.2 miles) over standard single-mode fiber.
- 3.1.7.6 Must be hot-swappable and fully compatible with Extreme Networks SFP+ ports.
- 3.1.7.7 Must comply with IEEE 802.3ae and SFP+ MSA (Multi-Source Agreement) standards.
- 3.1.8 Extreme Networks 10GBASE-SR SFP+ Transceiver Module – 10 Gigabit Ethernet (Part# 10301), or Equal. Quantity of Thirty (30)**
  - 3.1.8.1 Must be an SFP+ form-factor transceiver module supporting 10GBASE-SR 10 Gigabit Ethernet.
  - 3.1.8.2 Interface Type: 10 Gbps over multimode fiber (MMF).
  - 3.1.8.3 Connector Type: LC duplex.
  - 3.1.8.4 Wavelength: 850 nm nominal.
  - 3.1.8.5 Transmission Distance: Up to 300 meters over OM3 multimode fiber; up to 400 meters over OM4.
  - 3.1.8.6 Must be hot-swappable and fully compatible with Extreme Networks SFP+ ports.
  - 3.1.8.7 Must comply with IEEE 802.3ae and SFP+ MSA (Multi-Source Agreement) standards.
- 3.1.9 Extreme Networks ExtremeCloud IQ Pilot Subscription, or equal. Quantity of Thirty (30)**
  - 3.1.9.1 Vendor must provide a quantity of (30) ExtremeCloud IQ Pilot Subscription and EW Support for 5 yrs (Mfg.Part#: XIQ-PIL-S-C-EW-5YR), or Equal. For the devices listed in Contract Item #3.1.1, 3.1.2.
- 3.1.10 All equipment and supplies must be new, and factory sealed. Refurbished equipment will not be accepted.**
- 3.1.11 Alternate “or Equal Submission”**
  - 3.1.11.1 Vendor must include alternate brand information with alternative part numbers in the comment section of the Pricing Page in

**REQUEST FOR QUOTATION**  
**Networking Equipment for Fairmont and Clarksburg Buildings (OT25230)**

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**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are 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 orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**REQUEST FOR QUOTATION**  
**Networking Equipment for Fairmont and Clarksburg Buildings (OT25230)**

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**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

## **SOLICITATION NUMBER: CRFQ OOT2500000029**

### **Addendum Number: 1**

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

#### **Applicable Addendum Category:**

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

#### **Description of Modification to Solicitation:**

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.

--no other changes--

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

#### **Terms and Conditions:**

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



**CRFQ OOT2500000029**

**Networking Equipment for Fairmont & Clarksburg**

Q.1 Would kindly provide the complete addresses for both installation locations?

A.1 Clarksburg State Office Building

**153 West Main Street Clarksburg, WV 26301**

Fairmont State Office Building

**416 Adams St. Fairmont WV 26554**

# Pages from Addendum No 1\_002 (2)-2

Final Audit Report

2025-06-19

Created:	2025-06-19
By:	Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvUDidStsnRt6g4dCtmFhfTXvXnkBkgFg

## "Pages from Addendum No 1\_002 (2)-2" History

 Document created by Hannah Bosarge (HANNAH.BOSARGE@INSIGHT.COM)

2025-06-19 - 7:14:46 PM GMT- IP address: 20.94.166.150

 Document emailed to Erica Falchetti (erica.falchetti@insight.com) for signature

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 Email viewed by Erica Falchetti (erica.falchetti@insight.com)

2025-06-19 - 7:17:47 PM GMT- IP address: 198.187.200.254

 Document e-signed by Erica Falchetti (erica.falchetti@insight.com)

Signature Date: 2025-06-19 - 7:21:26 PM GMT - Time Source: server- IP address: 198.187.200.254

 Agreement completed.

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