



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.



General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1965692

Procurement Type: Central Purchase Order

Vendor ID: VS0000015925



Legal Name: Software Information Resource Corp

Alias/DBA:

Total Bid: \$62,970.60

Response Date: 06/29/2026



Response Time: 17:40

Responded By User ID: govt@sirc.net



First Name: Ajay

Last Name: Gandhi

Email: govt@sirc.net

Phone: 2025362800

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT2600000005

Published Date: 6/11/26

Close Date: 6/30/26

Close Time: 13:30

Status: Closed

Solicitation Description: Lottery Network Infrastructure Equipment -
Network Switches

Total of Header Attachments: 4

Total of All Attachments: 4



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: 1965692
Solicitation Description: Lottery Network Infrastructure Equipment - Network Switches
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2026-06-30 13:30	SR 0705 ESR06292600000009147	1

VENDOR
VS0000015925
Software Information Resource Corp

Solicitation Number: CRFQ 0705 LOT26000000005
Total Bid: 62970.59999999999854480847716 **Response Date:** 2026-06-29 **Response Time:** 17:40:47
Comments: Thank you for the opportunity to assist. Please find the attached SIRC Quote D26-K5397 for your reference. Feel free to contact me if you have any questions. We are Women-Owned Small Business based in Washington DC.

FOR INFORMATION CONTACT THE BUYER
Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Network Switches-Cisco Catalyst C9300X-48HXN-M series 48 Por	5.00000	EA	12594.120000	62970.60

Comm Code	Manufacturer	Specification	Model #
43222612			

Commodity Line Comments:

Extended Description:

Cisco Catalyst C9300X-48HXN-M Series 48-Port
See the specifications and Exhibit A - Pricing Page for more details

  730 24th ST NW, STE 3, Washington DC 20037-2500 SIRC is a Women Owned Small Business Price Quotation		<table border="1"> <tr><td>Date:</td><td>06/29/2026</td></tr> <tr><td>Quote No:</td><td>D26-K5397</td></tr> <tr><td>Quote Expires:</td><td>07/24/2026</td></tr> <tr><td>Shipping Point:</td><td>FOB DEST</td></tr> <tr><td>Terms:</td><td>Net 30</td></tr> <tr><td>Shipping Method:</td><td>Ground</td></tr> <tr><td>Pricing:</td><td>OPEN MARKET</td></tr> <tr><td>Lead Time:</td><td>7-8 weeks ARO</td></tr> <tr><td>Payment Method:</td><td>EFT</td></tr> <tr><td>Discount Terms:</td><td>NONE</td></tr> <tr><td>RFQ Number:</td><td>CRFQ-0705-LOT2600000005</td></tr> </table>		Date:	06/29/2026	Quote No:	D26-K5397	Quote Expires:	07/24/2026	Shipping Point:	FOB DEST	Terms:	Net 30	Shipping Method:	Ground	Pricing:	OPEN MARKET	Lead Time:	7-8 weeks ARO	Payment Method:	EFT	Discount Terms:	NONE	RFQ Number:	CRFQ-0705-LOT2600000005
Date:	06/29/2026																								
Quote No:	D26-K5397																								
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Pricing:	OPEN MARKET																								
Lead Time:	7-8 weeks ARO																								
Payment Method:	EFT																								
Discount Terms:	NONE																								
RFQ Number:	CRFQ-0705-LOT2600000005																								
SIRC POC	POC Email	POC TEL	Cage Code	FEIN	DUNS	UEI	URL																		
J Co	j.co@sirc.net	202-536-2800	1PQ53	54-1727076	93-826-5865	EJMMJHYDFH6	www.sirc.net																		
Customer Name				Ship To Customer																					
WV-LOTTERY COMMISSION ATTN: Brandon L Barr 2019 Washington Street East Charleston WV 25305 US Email: brandon.l.barr@wv.gov Tel: 304-558-2652				WV-LOTTERY COMMISSION ATTN: Brandon L Barr 900 Pennsylvania Ave Charleston WV 25302 US Email: brandon.l.barr@wv.gov Tel: 304-558-2652																					

#	CONFIG	Item	Item Desc	OM GSA	Qty	U/M	Cost USD	Total USD
1	1	C9300X-48HXN-M	C9300X 48-port, 8xmGig+40x5G UPOE+, 1100wac PS, w/MERAKI (NON-TAA)	OM	5.00	EA	\$12,594.12	\$62,970.60
2	1.1	MA-PWR-CORD-US-FR	Meraki AC Power Cord (US Plug) (NON-TAA)	OM	5.00	EA	\$.00	\$.00
		GRAND-TOTAL	Grand Total:					\$62,970.60

*** For better order processing, please reference D26-K5397 when issuing an Order to SIRC ***

*** We cannot use your shipment account. Third-party shipment account will not be allowed ***

If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.

Due to ongoing supply chain volatility and OEM-driven constraints, all delivery timelines including standard and backordered items are subject to confirmation at the time of order. Lead times may change without prior notice and should be considered TBD (To Be Determined) until formally validated by the manufacturer. Partial shipments may occur based on availability.

** NOTE **

No discounts will be provided for early payments.

SIRC does not have an active Facility Clearance

Please note, any software provided in this quote is identified as Commercial Computer Software.

The pricing and discounts being provided in this quote is based off of a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure. Please contact your sales rep listed on the quote if any configuration changes are needed.

All items are subject to availability. We will make our best efforts to inform you as soon as possible if the goods you have ordered are not available or if shipment may be delayed.

SIRC cannot honor the pricing if quoted item becomes End of Life (EOL)

SIRC CONFIDENTIAL. SIRC is a SBA certified Women-Owned Small Business (WOSB). This is Confidential Pricing.

All maintenance and support services on this quote are quoted as prepaid annual maintenance unless otherwise explicitly specified.

Manufacturer Terms and conditions apply except where specifically contradicted by the FAR Clauses.

If you are a commercial entity, applicable sales tax will be added to the Invoice, unless you provide a Sales Tax Exemption Certificate.

Tariff may be added depending on the policies issued by Federal Government. Please reach out to SIRC before awarding to verify the Tariff cost

SIRC's shipping partners assess a charge for certain residential, rural, and other area deliveries. Such charges will be displayed as a freight fee during checkout. Orders that qualify for free freight will still be applied this surcharge.

*** Price, availability, and product specs are subject to change without notice at any point during or after the quotation, ordering, and fulfillment process.***

Quoted products are based on best information available as of the date of this Price Quote and are not guaranteed to meet bid specifications. These changes are typically driven by our vendor-manufacturers and are prompted by a variety of factors outside of SIRC's control. These factors may include (but are not limited to):

- market conditions impacting pricing at time of allocation
- global transportation issues affecting freight pricing and shipment/delivery dates
- unforeseen shortages of raw goods prompting price increases
- tariffs imposed by importing and exporting countries

This quotation, and any order placed in reference to this quotation, is governed by Cisco General Terms **attached via separate document** and other applicable agreements that can be found at <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>



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: 1965692			Reason for Modification:
Doc Description: Lottery Network Infrastructure Equipment - Network Switches			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-11	2026-06-30 13:30	CRFQ 0705 LOT2600000005	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 : Software Information Resource Corp

Address :

Street : 730 24th St NW, Suite #3,

City : Washington

State : Disctrict of Columbia **Country :** USA **Zip :** 20037-2500

Principal Contact : J Co | Inside Sale Representative

Vendor Contact Phone: 202 536 2800 **Extension:** 343

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

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

ADDITIONAL INFORMATION
The West Virginia Purchasing Division, for the agency, the West Virginia Lottery Commission, is soliciting bids for the one-time purchase of Networking Equipment per the attached documentation.

INVOICE TO	SHIP TO
LOTTERY PO BOX 2067 CHARLESTON WV US	LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Network Switches-Cisco Catalyst C9300X-48HXN-M series 48 Por	5.00000	EA	\$12,594.12	\$62,970.60

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:
 Cisco Catalyst C9300X-48HXN-M Series 48-Port

 See the specifications and Exhibit A - Pricing Page for more details

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical question due by June 23rd, 2025	2026-06-23

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. **PRE-BID 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. 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.

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:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

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

6. BID SUBMISSION: All bids must be submitted 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.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 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 or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. 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 **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.

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.

15. 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

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 wvOASIS 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked 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.

☐

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☐

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

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

Vendor must maintain:

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

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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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.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in 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 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) J Co : Inside Sales Representative

(Address) 730 24th St NW, Suite #3, Washington DC 20037-2500

(Phone Number) / (Fax Number) 202 536 2800 x 343 | (202) 315-3796

(email address) J.CO@SIRC.NET

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.

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
West Virginia Lottery Networking Equipment

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Lottery to establish a contract for the one-time purchase of networking infrastructure equipment with support and maintenance included.
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 networking infrastructure equipment with support and maintenance included, for West Virginia Lottery Data Centers as more fully described in 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 Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Contract Item #1 – Vendor must provide a quantity of Five (5) C9300X-48HXN-M Series 48-Port Network Switches**

Each Switch Must Include:

 - 3.1.2 40x 5Gbps, 8x 10Gbps Ethernet PoE/PoE+/uPoE/uPoE+ interfaces with up to 90W of PoE per port
 - 3.1.3 One (1) C9300X-NM-8Y-M network module with 8 x 1/10/25G SFP28 interfaces
 - 3.1.4 One (1) PWR-C1-1100WAC-P-M 1100W AC Primary PSU
 - 3.1.5 One (1) PWR-C1-1100WAC-P-M 1100W AC Secondary PSU
 - 3.1.6 Two (2) MA-PWR-CORD-US-FR North America AC Type-A Power Cables
 - 3.1.7 One (1) STACK-T1-1M-M 1M Type-1 Stacking Cable
 - 3.1.8 One (1) CAB-SPWR-150CM-M 150cm Stack Power Cable

REQUEST FOR QUOTATION
West Virginia Lottery Networking Equipment

- 3.1.9 Four (4) Cisco brand SFP-10G-LRM= SFP+ optics
- 3.1.10 Minimum 2 Tbps switching capacity
- 3.1.11 Minimum 1 Tbps StackWise bandwidth
- 3.1.12 Switch must be manageable within the Cisco Meraki Cloud Dashboard.
- 3.1.13 All supplied hardware, optics, modules, power supplies, cables, and accessories shall be genuine Cisco-manufactured products. Third-party, remanufactured, refurbished, or Cisco-compatible components are not acceptable.
- 3.1.14 All equipment shall be new, unused, current production equipment obtained through authorized Cisco distribution channels. Refurbished, remanufactured, gray-market, or previously deployed equipment is not acceptable.
- 3.1.15 Vendor must provide with the bid response a detailed configuration document outlining all the components included in the equipment being specified.

Included Licenses and Support:

- 3.1.16 Vendor shall provide one (1) Cisco Meraki Advanced License for each switch supplied for a total of five (5), 48-port Catalyst 9300X-M series, with a term of three (3) years / thirty-six (36) months. No additional SmartNet, Cisco Success Tracks, or other support subscriptions are required.

3.2 Alternate “Or Equal” Product Submission

- 3.2.1 Vendor submitting an alternate brand **must** include the manufacturer part/model numbers and data sheets with their bid pricing.
 - 3.2.1.1 Vendors submitting an alternate brand must also include the manufacturer's documentation confirming interoperability with Cisco with their bid.
 - 3.2.1.2 The vendor must include alternate brand information with alternative part numbers on the Pricing Sheet. The alternate part number **must meet or exceed** the standards set forth by these specifications.
 - 3.2.1.3 The vendor will assume any costs related to any required installation of new equipment or software, and/or training of any alternate or equal product submission provided as part of this agreement.

REQUEST FOR QUOTATION
West Virginia Lottery Networking Equipment

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page (**Exhibit – A**) by inserting the unit cost for each item listed to calculate the extended cost, then add extended cost together for the Overall Total Cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety, or a no-bid, may result in Vendor's bid being disqualified.

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at, Attention: Tim Bailey, West Virginia Lottery 900 Pennsylvania Ave., Charleston, WV 25302.

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

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor shall either make arrangements for the

REQUEST FOR QUOTATION
West Virginia Lottery Networking Equipment

return within five (5) days of being notified that the items are unacceptable or permit the Agency to arrange for the return and reimburse the 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 full credit or a refund for the purchase price, at the Agency's discretion.

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

7 VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to the 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.

EXHIBIT A – Pricing Page

Section	Description	Manufacturer and Model if Bidding "or Equal" products	Unit of Measure	Quantity	Unit Cost	Extended Cost
3.1.1	48-Port Network Switches - Cisco Catalyst, C9300X-48HXN-M Series Switch 48 port		Each	5	\$12,594.12	\$ \$62,970.60 -
			Overall Total Cost		\$	\$62,970.60-

Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit-A Price Page or a No-Bid may lead to disqualification of vendors bid. Bid responses that propose an "or equal" product instead of the specified products must include evidence demonstrating that the substitute part number meets or exceeds the standards set forth by the attached specifications.

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

BIDDER /VENDOR INFORMATION:

Vendor Name:	Software Information Resource Corp
Address:	730 24th St NW, Suite #3,
City, St. Zip:	Washington DC 20037-2500
Phone No.:	202 536 2800 x 343
Email Address:	J.CO@SIRC.NET

Vendor Signature:

23-JUN-2026

Date:



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: 1965692			Reason for Modification:
Doc Description: Lottery Network Infrastructure Equipment - Network Switches			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-06-11	2026-06-30 13:30	CRFQ 0705 LOT2600000005	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 1PQ53

Vendor Name : Software Information Resource Corp

Address :

Street : 730 24th St NW, Suite #3

City : Washington

State : District of Columbia **Country :** USA **Zip :** 20037-2500

Principal Contact : J Co | Inside Sales Representative

Vendor Contact Phone: 202 536 2800 **Extension:** 343

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor Signature X **FEIN#** 54-1727076 **DATE** 25-JUN-2026

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

ADDITIONAL INFORMATION
The West Virginia Purchasing Division, for the agency, the West Virginia Lottery Commission, is soliciting bids for the one-time purchase of Networking Equipment per the attached documentation.

INVOICE TO	SHIP TO
LOTTERY PO BOX 2067 CHARLESTON WV US	LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Network Switches-Cisco Catalyst C9300X-48HXN-M series 48 Por	5.00000	EA	\$12,594.12	\$62,970.60

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description:
 Cisco Catalyst C9300X-48HXN-M Series 48-Port

 See the specifications and Exhibit A - Pricing Page for more details

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical question due by June 23rd, 2025	2026-06-23

	Document Phase	Document Description	Page 3
LOT2600000005	Final	Lottery Network Infrastructure Equipment - Network Switches	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



General Terms

1. Scope and applicability

- 1.1 These terms (the “**General Terms**”) govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms, Offer Descriptions, and Service Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these General Terms by accessing or using a Cisco Offer, finalizing Your Order, or through Your express agreement, whichever happens first. These General Terms apply independently of any contract You may have with a Cisco Partner.

2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
 - (a) license to use Software and Cisco Content; and
 - (b) right to use Subscription Offers, including Cloud Services;in accordance with Your Order, these General Terms, or as otherwise agreed in writing (collectively, “**Use Rights**”). Your Use Rights are non-transferable (except as permitted under the Transfer Policies).
- 2.2 **Limits on use.** You may not:
 - (a) transfer, sell, sublicense, monetize, or provide the functionality of any Software, Cloud Services, Subscription Offers, or Services to any third party, except as authorized by Cisco;
 - (b) use the Software or Services on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
 - (c) remove, change, or conceal any product identification, copyright, proprietary, or intellectual property notices, or any other marks from any Cisco Offer;
 - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
 - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** Your access or use of Software, Services, or Subscription Offers must not:
 - (a) violate applicable laws or the rights of any third party; or
 - (b) impede or interfere with the security, stability, availability, or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing, or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software, Services, or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on use) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
 - (a) You will make sure all Authorized Users comply with these terms; and
 - (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and other independently created programs on terms that reasonably protect Cisco’s proprietary interests.
- 2.7 **Use with third-party products.** Cisco does not support or guarantee integration with third-party technologies or services unless they are included as part of a Cisco Offer or mutually agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Cloud Services.** Cisco may occasionally perform maintenance of its Cloud Services, which may disrupt the performance or availability of affected Cloud Services. Cisco will provide advanced notice of maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Cloud Services.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. If You use Cisco Offers according to these General

Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Trial Offers

- 3.1 **Accessing Trial Offers.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, alpha, beta, controlled availability, or other similar basis (paid or free-of-charge) ("**Trial Offer**"). You may only access or use the Trial Offer for the period specified ("**Trial Offer Period**") and under any additional terms specified by Your Approved Source in writing. If no Trial Offer Period is specified, You may only access or use the Trial Offer for 60 days after the Trial Offer is available to You. Trial Offers may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Trial Offer in a production environment.
- 3.2 **Ending Trial Offers.** At the end of a Trial Offer Period, You will promptly Return the Cisco Offers as described in the Trial Offer terms. Your Approved Source may change or terminate a Trial Offer at its discretion with reasonable notice.
- 3.3 **Continued use and disclaimer**
 - (a) If You continue accessing a Trial Offer after a Trial Offer Period or fail to Return a Trial Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
 - (b) **Unless agreed by Cisco in writing or required by law, Trial Offers are provided "AS-IS" without any express or implied warranties.**

4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) or [End of Sales Services Announcements](#) webpages.
- 4.2 **Prepaid Cloud Service.** If Your Approved Source prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide a generally available alternative offer, or (b) if Cisco is unable to reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service in accordance with applicable law.
- 4.3 **Credit.** Credits issued under section 4.2 (Prepaid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only toward the future purchase of Cisco Offers.

5. Orders; Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program. To the extent allowed by law, Orders are non-cancellable.

6. Confidentiality

- 6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using at least as protective standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:
 - (a) is known by the recipient without confidentiality obligations;
 - (b) is or has become public knowledge through no fault of the recipient; or
 - (c) is independently developed by, or for, the recipient.
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates, and contractors who need to know. The recipient is liable for a breach of this section 6 (Confidentiality) by its permitted recipients and will ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 6.4 **Returning, destroying, and retaining Confidential Information.** The recipient will return, delete, or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 (Confidentiality) for five years, or until the Confidential Information is no longer a trade secret under applicable law.

7. Data use, privacy and security

- 7.1 Cisco will collect, access, use, and process Your Data as set out in:
 - (a) these General Terms;

- (b) Offer Descriptions;
- (c) Service Descriptions;
- (d) Disclosure Documents; and
- (e) as allowed by applicable law.

7.2 In addition, Cisco respects and will process Personal Data, according to:

- (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
- (b) the Disclosure Documents applicable to Personal Data and the relevant Cisco Offer; and
- (c) privacy and data protection laws applicable to Cisco Offers.

7.3 Cisco protects Your Data in accordance with our Information Security Exhibit.

8. Ownership of intellectual property

8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You retain ownership of Customer Content, and Cisco retains ownership of Cisco Offers and Cisco Content.

8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Intellectual property indemnity

9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright, or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:

- (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);
- (b) fully cooperate with Cisco in the defense of the IP Claim; and
- (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.

9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:

- (a) any designs, specifications, or requirements provided by You, or on Your behalf;
- (b) modification of a Cisco Offer by You, or on Your behalf;
- (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content, or business processes; or
- (e) Your failure to change or replace the Cisco Offer as required by Cisco.

9.4 To the extent allowed by law, this section 9 (Intellectual property indemnity) states Your only remedy regarding an IP Claim against You.

10. Performance standards

10.1 **Service Level Terms.** Cisco Offers will comply with applicable Service Level Terms, as set out in the corresponding Offer Description or Service Description.

10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows:				
(a) if the Cisco Offer is a Subscription Offer, starting from commencement of the Use Term; and				
(b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage.				
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.				

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services
Cisco warrants that the Cisco Offer is free from defects in material and quality workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage.				
Cisco warrants that the delivery of the Cisco Offer will be performed in a professional, proficient manner and in material compliance with the applicable Service Description.				

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

10.3 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10 (Performance Standards). This section 10 applies only to the extent allowed under applicable law.
- (b) Section 10.2 (Warranties) does not apply if Your breach of these General Terms contributes to the breach of warranty, or if the Cisco Offer:
 - (1) has not been used according to its Documentation;
 - (2) has been altered, except by Cisco or its authorized representative;
 - (3) has been subjected to abnormal or improper environmental conditions, accident, or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
 - (4) is provided under a Trial Offer; or
 - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 (Warranties) is, at Cisco's option, either:
 - (1) repair, reperformance, or replacement of the applicable Cisco Offer; or
 - (2) a refund, in exchange for the Return of the non-conforming Cisco Offer and subject to applicable law, of either:
 - (A) the fees paid for Use Rights in the non-conforming Software;
 - (B) the fees paid for the period in which the Subscription Offer or Service did not conform less any amounts paid or owed under Service Level Terms; or
 - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 (Warranties), and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted, or error-free.**

11. Liability

- 11.1 **Excluded liability.** Neither party is liable for:
 - (a) indirect, incidental, reliance, consequential, special, or exemplary damages; or
 - (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure, or delay in delivery (in all cases, whether direct or indirect).
- 11.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the fees paid or payable to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- 11.3 **Unlimited liability.** Nothing in this section 11 (Liability) limits or excludes liabilities that may not be excluded or limited under applicable law, or for:
 - (a) bodily injury or death resulting directly from the other party's negligence;
 - (b) fraudulent misrepresentation or wilful misconduct;
 - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
 - (d) failure to pay for Cisco Offers;
 - (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
 - (f) failure to comply with export control obligations.

12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.2 **Termination for Compliance with Laws.** Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.7 (Compliance with Laws).
- 12.3 **Effect of termination or expiration.** Cisco will cease providing Services, and You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

13. General provisions

- 13.1 **Survival.** The termination or expiration of these terms will not affect any provisions which, by their nature, survive termination or expiration, including the provisions that deal with the following subject matters: paying Your Approved Source, confidentiality, privacy and security, ownership of intellectual property, intellectual property indemnity, performance standards, liability, termination, and the general provisions.
- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
 - (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Changes to these terms.** The version of the General Terms applicable to Your Order is the version published at the [Cisco General Terms](#) webpage when the Order is placed. If Cisco changes these terms or any of its parts, these changes will be published at the [Cisco Customer Contract Experience](#) webpage. These changes will only apply to Cisco Offers Ordered or renewed after the date of the change.
- 13.7 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
 - (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export, and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.8 **Governing law and venue.** These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan

** Excluding locations listed separately in this table.*

If You are a US State, Local and Education (“**SLED**”) Government end user, these terms, and any disputes arising from them, are subject to the laws, venue, and primary jurisdiction where You are located.

If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

13.9 US Government end users

- (a) US SLED Government. These terms govern all access to Software, Subscription Offers, and Documentation by US SLED Government end users. No other rights are granted by Cisco.
- (b) US Federal Government. The Software, Subscription Offers, and Documentation are considered “commercial computer software” and “commercial computer software documentation” under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers, and Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

13.10 Notice. Unless provided in these terms, applicable Offer Description, Service Description, or an Order, notices to Cisco:

- (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com; and
- (b) are considered effective:
 - (1) upon delivery, if personally delivered;
 - (2) the next day, if sent by overnight mail;
 - (3) 3 business days after deposit, postage prepaid, if mailed; or
 - (4) the same day receipt is acknowledged, if sent by e-mail.

Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.

13.11 Force majeure. Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism, or the stability or availability of utilities (including electricity and telecommunications). The affected party will make commercially reasonable efforts to mitigate the impact of the force majeure event.

13.12 No waiver. Failure by either party to enforce any right under these terms will not waive that right.

13.13 Severability. If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.

13.14 Entire agreement. These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings, or agreements (whether written or oral).

13.15 Translations. Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.

13.16 No publicity. Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.

13.17 Order of precedence

- (a) If there is any conflict between these General Terms, Supplemental Terms, or any Offer Descriptions or Service Descriptions, the order of precedence (from highest to lowest) is:
 - (1) Regional terms;
 - (2) Data Processing Terms;
 - (3) Offer Descriptions, Service Descriptions;
 - (4) Supplemental Terms (other than Regional Terms);
 - (5) these General Terms; then
 - (6) any applicable Cisco policy referenced in these General Terms.

- (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective users.
Buying Program	Cisco’s consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	As defined in the General Disclosures found on the Trust Portal webpage.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) Services, and (d) incidental technology and resources.
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator, or other third party authorized by Cisco to sell Cisco Offers.
Cloud Service	An on-demand service provided by Cisco via the internet that provides software, platform, infrastructure and network products and services on an ‘as-a-service’ basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the General Disclosures found on the Trust Portal webpage.
Customer Systems Information	As defined in the General Disclosures found on the Trust Portal webpage.
Data	Personal Data, Customer Content, and Customer Systems Information.
Data Processing Terms	Cisco’s data processing terms in the Data Protection Agreement , or terms agreed between You and Cisco covering the same scope.
Disclosure Documents	General Disclosures and Offer Disclosures describing each type of Data that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Your Data available at the Information Security Exhibit webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software, or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco’s security products).
Offer Description	A document published by Cisco as an ‘Offer Description’ that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Offer Descriptions and Supplemental Terms webpage.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that may be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Trust Portal webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Offer Disclosure	The specific data handling and security control disclosures applicable to a Cisco Offer available on the Trust Portal webpage.
Regional Terms	Supplemental Terms that apply to Your access to, and use of, Cisco Offers if You are located in certain geographic locations with materially different requirements, available at Offer Descriptions and Supplemental Terms webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
Service Description	A document published by Cisco as a ‘Service Description’ that has more information or related terms specific to a Service, available at the Service Descriptions webpage.
Service Level Terms	The service level agreement or service level objective applicable to a Subscription Offer or Service (if applicable) as set out in the applicable Offer Description or Service Description.
Services	Cisco-branded services as set out in the applicable Service Description.

Term	Meaning
Software	Cisco-branded computer programs, including Upgrades and firmware as generally available on the Price List.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy .
Trial Offer	As defined in section 3.1 (Accessing Trial Offers).
Trial Offer Period	As defined in section 3.1 (Accessing Trial Offers).
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.
Use Rights	As set out in section 2.1 (License and right to use).
You, Your	The individual or legal entity acquiring access to Cisco Offers.