



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

Solicitation

NUMBER

COR61614

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

Citynet, LLC
100 Citynet Drive
Bridgeport, WV 26330

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV
25311

304-558-8045

DATE PRINTED

04/25/2013

BID OPENING DATE:

05/15/2013

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE NETWORK SWITCHES AND INTERFACE CONVERTERS, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. COR61614 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
7. WV96A AGREEMENT ADDENDUM FORM AND SOFTWARE AGREEMENT FORM						
0001	45	EA		205-16		
	NETWORK SWITCHES					
0002	65	EA		205-16		
	NETWORK SWITCHES					

05/15/13 09:51:53 AM
West Virginia Purchasing Division

SIGNATURE

TELEPHONE

3043915261

DATE

05/13/2013

TITLE

Account Executive

FEIN

55-0780814

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	220	EA		205-16		
INTERFACE CONVERTERS						
***** THIS IS THE END OF RFQ COR61614 ***** TOTAL:						

SIGNATURE

TELEPHONE

3043915261

DATE

05/13/2013

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FEIN

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

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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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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.

Question Submission Deadline: May 6, 2013 at 5:00 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
 ☐ Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

May 15, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "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: This Contract becomes effective on

 and extends for a period of year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☒ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

[] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[]

[]

[]

[]

[]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- [] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.
- The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Corrections to establish a contract for the one time purchase of Cisco Catalyst 3560 v2 Series Network Switches, or equal and Cisco Gigabit Interface Converters (GBIC), or equal.
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 Cisco Catalyst 3560 v2 Series Network Switches, or equal, and Cisco Gigabit Interface Converter (GBIC), or equal.
 - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as COR61614.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-48PS-S, 48 Ethernet 10/100 ports with Power-Over-Ethernet (PoE) and 4 SFP-based Gigabit Ethernet ports: 1RU.
 - 3.1.2 Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-24PS-S, 24 Ethernet 10/100 ports with Power-Over-Ethernet (PoE) and 2 SFP-based Gigabit Ethernet ports: 1RU.
 - 3.1.3 Cisco Gigabit Interface Converter (GBIC), or equal, GLC-SX-MM.
 - 3.1.4 Must be Power-Over-Ethernet technology.
 - 3.1.5 Vendor must provide a 3-year-NDB version warranty.

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 grand total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by multiplying unit prices by the requested quantities to equal an extended price per item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor 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 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1409 Greenbrier Street, Charleston, WV 25311.

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. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

COR61614 - Network Switches/Interface Converter

Item #	Description	Unit of Measure	Quantity	Unit Price	Extended Amount
3.1.1	Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-48PS-S	Each	45		
3.1.2	Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-24PS-S	Each	65		
3.1.3	Cisco Gigabit Interface Converter, or equal GLC-SX-MM GBIC	Each	220		
GRAND TOTAL					

Bidder/Vendor Information:

Name:	Citynet, LLC
Address:	100 Citynet Dr.
	Bridgeport, WV 26330
Phone No.:	3043915261
Fax No.:	3048485410
Email Address:	larry.lambert@citynet.net
Authorized Signature	

Failure to use this form may result in disqualification

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Citynet, LLC

(Company)

(Authorized Signature)

Larry Lambert, Account Executive

(Representative Name, Title)

3043915261

(Phone Number)

(Fax Number)

05/13/2013

(Date)

RFQ No. COR61614STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

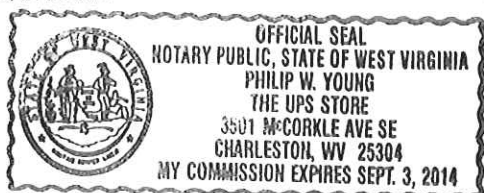
"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Cityart LLCAuthorized Signature: [Signature] Date: 5/13/13State of WEST VIRGINIACounty of KANAWHA, to-wit:Taken, subscribed, and sworn to before me this 13TH day of MAY, 2013.My Commission expires 9/3, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)

Rev. 07/12

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Citynet, LLCSigned: Date: 05/13/2013Title: Account Executive

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Citynet, LLC

Signed:  _____

Title: Account Executive

Date: 05/13/2013

ATTACHMENT
PURCHASE ORDER NO. _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

 5/13/13
Signature Date

Account Executive

Title

Citynet, LLC

Company Name

Signature Date

Title

Agency/Division

Cisco Small Form-Factor Pluggable Modules for Gigabit Ethernet Applications

The industry-standard Cisco® Small Form-Factor Pluggable (SFP) Gigabit Interface Converter is a hot-swappable input/output device that plugs into a Gigabit Ethernet port or slot, linking the port with the network (Figures 1, 2 and 3). SFPs can be used and interchanged on a wide variety of Cisco products and can be intermixed in combinations of 1000BASE-T, 1000BASE-SX, 1000BASE-LX/LH, 1000BASE-EX, 1000BASE-ZX, or 1000BASE-BX10-D/U on a port-by-port basis.

Figure 1. Cisco optical Gigabit Ethernet SFP

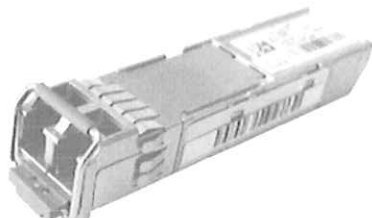


Figure 2. Cisco 1000BASE-T Copper SFP



Figure 3. Cisco 2-channel 1000BASE-BX optical SFP



1000BASE-T SFP for Copper Networks

The 1000BASE-T SFP operates on standard Category 5 unshielded twisted pair copper cabling of up to 100m (328 ft) link length. Cisco 1000BASE-T SFP modules support 10/100/1000 autonegotiation and Auto MDI/MDIX.

1000BASE-SX SFP for Multimode Fiber Only

The 1000BASE-SX SFP, compatible with the IEEE 802.3z 1000BASE-SX standard, operates on legacy 50 μ m multimode fiber links up to 550 m and on 62.5 μ m Fiber Distributed Data Interface (FDDI)-grade multimode fibers up to 220 m. It can support up to 1km over laser-optimized 50 μ m multimode fiber cable.

1000BASE-LX/LH SFP for Both Multimode and Single-Mode Fibers

The 1000BASE-LX/LH SFP, compatible with the IEEE 802.3z 1000BASE-LX standard, operates on standard single-mode fiber-optic link spans of up to 10 km and up to 550 m on any multimode fibers. When used over legacy multimode fiber type, the transmitter should be coupled through a mode conditioning patch cable. For details on this implementation, refer to

http://www.cisco.com/en/US/prod/collateral/modules/ps5455/product_bulletin_c25-530836.html.

1000BASE-EX SFP for Long-Reach Single-Mode Fibers

The 1000BASE-EX SFP operates on standard single-mode fiber-optic link spans of up to 40 km in length. A 5-dB inline optical attenuator should be inserted between the fiber-optic cable and the receiving port on the SFP at each end of the link for back-to-back connectivity.

1000BASE-ZX SFP for Long-Reach Single-Mode Fibers

The 1000BASE-ZX SFP operates on standard single-mode fiber-optic link spans of up to approximately 70 km in length. The SFP provides an optical link budget of 21 dB, but the precise link span length depends on multiple factors such as fiber quality, number of splices, and connectors.

When shorter distances of single-mode fiber (SMF) are used, it might be necessary to insert an inline optical attenuator in the link to avoid overloading the receiver. A 10-dB inline optical attenuator should be inserted between the fiber-optic cable plant and the receiving port on the SFP at each end of the link whenever the fiber-optic cable span loss is less than 8 dB.

1000BASE-BX10-D and 1000BASE-BX10-U SFP for Single-Fiber Bidirectional Applications

The 1000BASE-BX-D and 1000BASE-BX-U SFPs, compatible with the IEEE 802.3ah 1000BASE-BX10-D and 1000BASE-BX10-U standards, operate on a single strand of standard SMF.

A 1000BASE-BX10-D device is always connected to a 1000BASE-BX10-U device with a single strand of standard SMF with an operating transmission range up to 10 km.

The communication over a single strand of fiber is achieved by separating the transmission wavelength of the two devices as depicted in Figure 3: 1000BASE-BX10-D transmits a 1490-nm channel and receives a 1310-nm signal, whereas 1000BASE-BX10-U transmits at a 1310-nm wavelength and receives a 1490-nm signal. Note in Figure 3 the presence of a wavelength-division multiplexing (WDM) splitter integrated into the SFP to split the 1310-nm and 1490-nm light paths.

Figure 4. Bidirectional Transmission of a Single Strand of SMF



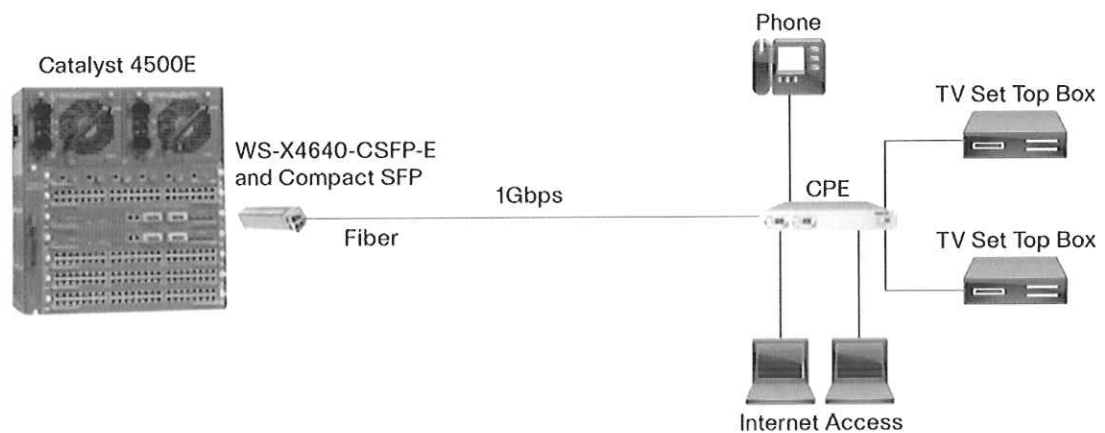
The GLC-BX-D and GLC-BX-U SFPs also support digital optical monitoring (DOM) functions according to the industry-standard SFF-8472 multisource agreement (MSA). This feature gives the end user the ability to monitor real-time parameters of the SFP, such as optical output power, optical input power, temperature, laser bias current, and transceiver supply voltage.

2-channel 1000BASE-BX10-D for Single-Fiber Bidirectional Applications

The 2-channel 1000BASE-BX10-D SFP module, also known as Compact SFP, integrates two IEEE 802.3ah 1000BASE-BX10-D interfaces in one SFP module. The GLC-2BX-D is always connected to two 1000BASE-BX10-U interfaces over two single strands of standard SMF with an operating transmission range up to 10km.

GLC-2BX-D is designed to connect to any standard-based Customer Premises Equipment (CPE) in FTTx links (Figure 5).

Figure 5. Compact SFP deployment with Catalyst 4500



Technical Specifications

Platform Support

The Cisco SFPs are supported across a variety of Cisco switches, routers, and optical transport devices. For more details, refer to the document SFP Compatibility Matrix at http://www.cisco.com/en/US/docs/interfaces_modules/transceiver_modules/compatibility/matrix/OL_6981.pdf.

Connectors and Cabling

Connectors include the following:

- Dual LC/PC connector (1000BASE-SX, 1000BASE-LX/LH, 1000BASE-EX and 1000BASE-ZX)
- Single LC/PC connector (1000BASE-BX-D and 1000BASE-BX-U)
- RJ-45 connector (1000BASE-T)

Note: Only connections with patch cords with PC or UPC connectors are supported. Patch cords with APC connectors are not supported. All cables and cable assemblies used must be compliant with the standards specified in the standards section.

Table 1 provides cabling specifications for the SFPs that you install in the Gigabit Ethernet port. Note that all SFP ports have LC-type connectors, and the minimum cable distance for all SFPs listed (multimode and single-mode fiber) is 6.5 feet (2 m).

Table 1. SFP Port Cabling Specifications

Product	Wavelength (nm)	Fiber Type	Core Size (μm)	Modal Bandwidth (MHz·Km) ^{***}	Operating Distance (m)
1000BASE-SX	850	MMF	62.5	160 (FDDI-grade)	220 (722 ft)
			62.5	200 (OM1)	275 (902 ft)
			50	400 (400/400)	500 (1,640 ft)
			50	500 (OM2)	550 (1,804 ft)
			50	2000 (OM3)	1000 (3281 ft)
1000BASE-LX/LH	1310	MMF [*]	62.5	500	550 (1,804 ft)
			50	400	550 (1,804 ft)
			50	500	550 (1,804 ft)
		SMF	- ^{**}	-	10,000 (32,821 ft)
1000BASE-EX	1310	SMF	- ^{**}	-	40,000 (131,234 ft)
1000BASE-ZX	1550	SMF	-	-	Approximately 70 km depending on link loss
1000BASE-BX-U	1310	SMF	- ^{**}	-	10,000 (32,821 ft)
1000BASE-BX-D	1490	SMF	- ^{**}	-	10,000 (32,821 ft)

* A mode-conditioning patch cord, as specified by the IEEE standard, is required regardless of the span length. Note how the mode conditioning patch cord for 62.5-μm fibers has a different specification from the mode-conditioning patch cord for 50-μm fibers.

** ITU-T G.652 SMF as specified by the IEEE 802.3z standard.

*** Specified at transmission wavelength.

Optical Specifications

Table 2 specifies the optical parameters for the SFPs. Both receiver power and channel insertion loss specifications must be met for guaranteed operation.

Table 2. Main Optical Parameters

Product	Transmit Power Range (dBm)	Receive Power Range (dBm)	Maximum Channel Insertion loss in dB (by fiber type)	Transmit and Receive Wavelength Range (nm)
1000BASE-SX	-3 to -9.5	0 to -17	2.4 (FDDI-grade) 2.6 (OM1) 3.4 (400/400) 3.6 (OM2) 5 (OM3)	770 to 860
1000BASE-LX/LH	-3 to -9.5	-3 to -20	2.4 (any MMF) 6 (G.652 SMF)	1270 to 1355
1000BASE-EX	+3 to -1	+1 to -22	18 (G.652 SMF)	1290 to 1335
1000BASE-ZX	+5 to 0	-3 to -23	21 (any SMF)	1500 to 1580
1000BASE-BX10-D	-3 to -9	-3 to -19.5	5.5 (G.652 SMF)	1480 to 1500 (Transmit) 1260 to 1360 (Receive)
1000BASE-BX10-U	-3 to -9	-3 to -19.5	6 (G.652 SMF)	1260 to 1360 (Transmit) 1480 to 1500 (Receive)

* Maximum channel insertion loss is defined for maximum distance guaranteed as specified in Table 1 and by fiber type. When links are deployed over shorter distances, additional channel insertion loss may be allowed.

Dimensions

Dimensions (H x W x D): 8.5 x 13.4 x 56.5 mm. Cisco SFPs typically weigh 75 grams or less.

Environmental Conditions and Power Requirements

Operating temperature range:

- Commercial temperature range (COM): 0 to 70°C (32 to 158°F)
- Extended temperature range (EXT): -5°C to 85°C (23 to 185°F)
- Industrial temperature range (IND): -40 to 85°C (-40 to 185°F)
- Storage temperature range: -40 to 85°C (-40 to 185°F)

Cisco SFP modules typically consume up to 1W per SFP port, with the exception of the Compact SFP (GLC-2BX-D) consuming up to 1.5W.

Table 3 gives temperature range and DOM support information for the SFPs.

Table 3. Temperature Range and DOM Support

Product Number	Temperature Range	DOM
GLC-ZX-SM	COM	Yes
GLC-BX-U	COM	Yes
GLC-BX-D	COM	Yes
GLC-2BX-D	COM	Yes
GLC-T	COM	n/a
SFP-GE-T	EXT	n/a
SFP-GE-Z	EXT	Yes
GLC-SX-MMD	EXT	Yes
GLC-LH-SMD	EXT	Yes
GLC-EX-SMD	EXT	Yes
GLC-ZX-SMD	EXT	Yes
GLC-SX-MM-RGD	IND	No
GLC-LX-SM-RGD	IND	No
GLC-ZX-SM-RGD	IND	No

Warranty

- Standard warranty: 90 days
- Extended warranty (option): Available under a Cisco SMARTnet[®] Service support contract for the Cisco switch or router chassis

Regulatory and Standards Compliance

Safety:

- Laser Class I 21CFR1040 LN#50 7/2001
- Laser Class I IEC 60825-1

Standards:

- IEEE 802.3z
- IEEE 802.3ah

GR-20-CORE: Generic Requirements for Optical Fiber and Optical Fiber Cable

GR-326-CORE: Generic Requirements for Single-Mode Optical Connectors and Jumper Assemblies

GR-1435-CORE: Generic Requirements for Multifiber Optical Connectors

Ordering Information

To place an order, visit the Cisco Ordering homepage or refer to Table 4.

Table 4. Ordering Information

Product Description	Product Number
1000BASE-T standard	GLC-T
1000BASE-ZX extended distance	GLC-ZX-SM
1000BASE-BX10-D downstream bidirectional single fiber; with DOM	GLC-BX-D
2-channel 1000BASE-BX10-D downstream bidirectional single fiber; with DOM	GLC-2BX-D
1000BASE-BX10-U upstream bidirectional single fiber; with DOM	GLC-BX-U
1000BASE-T NEBS 3 ESD	SFP-GE-T
1000BASE-SX short wavelength; with DOM	GLC-SX-MMD
1000BASE-LX/LH long-wavelength; with DOM	GLC-LH-SMD
1000BASE-EX long-wavelength; with DOM	GLC-EX-SMD
1000BASE-ZX extended distance; with DOM	SFP-GE-Z GLC-ZX-SMD
1000BASE-SX short wavelength; rugged	GLC-SX-MM-RGD
1000BASE-LX/LH long wavelength; rugged	GLC-LX-SM-RGD
1000BASE-ZX extended distance; rugged	GLC-ZX-SM-RGD



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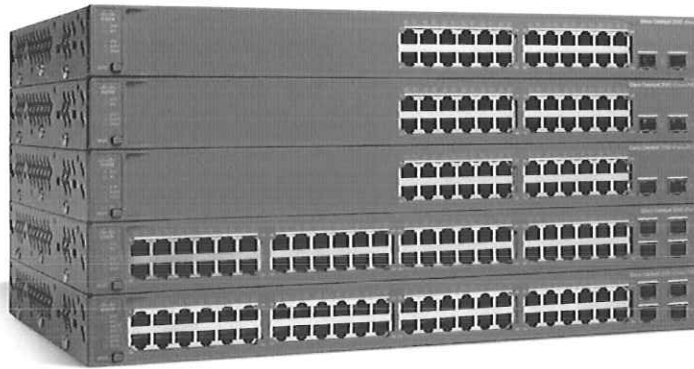
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Cisco Catalyst 3560 v2 Series Switches

Product Overview

The Cisco® Catalyst® 3560 v2 Series (Figure 1) is the next-generation energy-efficient Layer 3 fast Ethernet switches. This new series of switches supports Cisco EnergyWise technology, which enables companies to measure and manage power consumption of network infrastructure and network-attached devices, thereby reducing their energy costs and their carbon footprint. The Cisco Catalyst 3560 v2 Series consumes less power than its predecessors and is the ideal access layer switch for enterprise, retail, and branch-office environments, as it maximizes productivity and investment protection by enabling a unified network for data, voice, and video.

Figure 1. Cisco Catalyst 3560 v2 Switches



Cisco Catalyst 3560 v2 Series Highlights

- Lower power consumption than its predecessors
- Backward compatible - uses the same Cisco IOS® Software image as the 3560 series and has the same feature set
- Full EnergyWise support to monitor energy consumption of network infrastructure and implement energy saving programs to reduce energy costs
- Compatible with Cisco Redundant Power System (RPS) 2300
- All units have a uniform depth of 11.9 inches for better cable management
- Preconfigurable with the Cisco IOS Software release at the time of ordering
- IPv6 routing included in the IP Services feature set
- DC powered stand-alone model

Configurations

The Cisco Catalyst 3560 v2 Series includes the switches described in Table 1.

Table 1. Switch Configurations

Model	Description
3560V2-24TS	24 Ethernet 10/100 ports and 2 Small Form-Factor Pluggable (SFP)-based Gigabit Ethernet ports; 1 rack unit (RU)
3560V2-48TS	48 Ethernet 10/100 ports and 4 SFP-based Gigabit Ethernet ports; 1RU
3560V2-24PS	24 Ethernet 10/100 ports with PoE and 2 SFP-based Gigabit Ethernet ports; 1 RU
3560V2-48PS	48 Ethernet 10/100 ports with PoE and 4 SFP-based Gigabit Ethernet ports; 1RU
3560V2-24TS-SD	24 Ethernet 10/100 ports and 2 SFP-based Gigabit Ethernet ports; 1RU, DC power supply

Cisco Catalyst 3560 v2 Series Software

The Cisco Catalyst 3560 v2 Series can be purchased with the IP Base or IP Services licenses preinstalled. The IP Base license offers advanced QoS, rate limiting, ACLs, and basic static and Routing Information Protocol (RIP) routing functions. The IP Services license provides a richer set of enterprise-class features, including advanced hardware-based IP unicast and IP Multicast routing as well as policy-based routing (PBR). The Advanced IP Services license, which includes IPv6 routing and IPv6 ACL support, is now included in the IP Services license. Upgrade licenses are available to upgrade a switch from the IP Base license to the IP Services license.

Configurable Cisco IOS Software

The Cisco Catalyst 3560 v2 Series can be preconfigured with a specific Cisco IOS Software release at the time of ordering. This option eliminates the need to reload a specific Cisco IOS Software release during deployment, thereby reducing deployment time and cost. The Cisco IOS Software release to be preloaded can be selected from a list of supported Cisco IOS Software releases, including the crypto version.

Cisco EnergyWise

The Cisco Catalyst 3560 v2 series support Cisco EnergyWise, which is a technology that enables monitoring, reporting, and management of energy consumption by end devices that are Cisco EnergyWise enabled. This technology enables companies to reduce their energy cost and carbon footprint. These are some of the EnergyWise features available:

- Discover all Cisco EnergyWise enabled devices on the network.
- Monitor and report power consumption by these devices.
- Implement business rules to control power to these end devices.

More information about Cisco EnergyWise can be found at <http://www.cisco.com/go/energywise>.

Power over Ethernet

The Cisco Catalyst 3560 v2 Series can provide a lower total cost of ownership (TCO) for deployments that incorporate Cisco IP phones, Cisco Aironet® wireless LAN (WLAN) access points, or any IEEE 802.3af-compliant end device. PoE eliminates the need for wall power outlets for each PoE-enabled device and significantly reduces the cost for additional electrical cabling that would otherwise be necessary in IP phone and WLAN deployments. The Cisco Catalyst 3560 v2 24-port PoE switch can support Class 3 PoE or 15.4W of PoE power on all 24 ports. Taking advantage of Cisco Catalyst Intelligent Power Management, the Cisco Catalyst 3560 v2 48-port PoE configurations can deliver the necessary power to support 24 ports at 15.4W, 48 ports at 7.7W, or any combination in between. Maximum power availability for a converged voice and data network is attainable when a Cisco Catalyst 3560 v2 series switch is combined with the Cisco Redundant Power System 2300 (RPS 2300) for protection against internal power supply failures and an uninterruptible power supply (UPS) system to safeguard against power outages.

Redundant Power System

The Cisco Catalyst 3560 v2 Series access switches support the new generation of Cisco RPS 2300, which increases availability in a converged data, voice, and video network by providing transparent power backup to two of six attached Cisco Catalyst 3560 v2 Series Switches at the same time. The Cisco Catalyst 3560 v2 Series switches are capable of reverting back to their internal power supply without any service interruption. In addition, the RPS 2300 can be managed via a Cisco Catalyst 3560 v2 Series switch that is connected to the RPS 2300.

Cisco Catalyst 3560 SFP Interconnect Cable

The Cisco Catalyst 3560 SFP Interconnect Cable (see Figure 2) provides for a low-cost point-to-point Gigabit Ethernet connection between Cisco Catalyst 3560 v2 switches. The 50cm cable is an alternative to using SFP transceivers when interconnecting Cisco Catalyst 3560 v2 switches through their SFP ports over a short distance.

Figure 2. Cisco Catalyst 3560 SFP Interconnect Cable



Primary Features and Benefits

Ease of Use and Deployment

The Cisco Catalyst 3560 v2 series offers several ease of use features, which enable fast and easy configuration of advanced Cisco Catalyst capabilities. These features include:

- Cisco SmartPorts simplify the configuration of advanced Cisco Catalyst capabilities, encapsulating years of Cisco networking expertise. Cisco SmartPort macros offer a set of verified, pretested, Cisco-recommended switch port configurations or templates per connection type that are easy to apply, enabling users to consistently and reliably configure essential security, IP Telephony, availability, QoS, and manageability features with minimal effort and expertise.
- Cisco AutoSmartPorts automatically execute SmartPort macros based on the end device type, such as IP Phones, Desktop Computers, and WLAN Access Points.
- Cisco Express Setup simplifies initial configuration with a Web browser, eliminating the need for more complex terminal emulation programs and CLI knowledge.
- IEEE 802.3af and Cisco prestandard PoE support comes with automatic discovery to detect a Cisco prestandard or IEEE 802.3af endpoint and provide the necessary power without any user configuration.
- DHCP autoconfiguration of multiple switches through a boot server eases switch deployment.

- DHCP AutoInstall simplifies the deployment of a large number of switches by automatically downloading a specified Cisco IOS Software image and a configuration file from a TFTP server. This feature can be used to implement a “zero touch deployment”.
- DHCP Port Based Allocation allows you to allocate the same IP address for a specified port. The feature allows persistent allocation of IP addresses to specified network devices.
- Embedded Event Manager (EEM) is a powerful and flexible tool for management and automation. This feature can be used to monitor network events and program automatic actions based on these network events. Policies can be defined via CLI or Tcl script and can be used in a variety of scenarios, such as automatically backing up a configuration file at a specified time or triggering an alert when traffic congestion crosses a specified threshold. EEM requires the IP Services license.
- Configuration Replace and Rollback simplifies configuration management by allowing you to rollback configuration changes. This feature allows you to replace a configuration file with a saved configuration file without a switch reload, and up to 14 configuration files can be saved.
- Automatic QoS (Auto QoS) simplifies QoS configuration in voice-over-IP (VoIP) networks by issuing interface and global switch commands to detect Cisco IP phones, classify traffic, and enable egress queue configuration.
- Autosensing on each 10/100 port detects the speed of the attached device and automatically configures the port for 10- or 100-Mbps operation, easing switch deployment in mixed 10- and 100-Mbps environments.
- Autonegotiating on all ports automatically selects half- or full-duplex transmission mode to optimize bandwidth.
- Dynamic Trunking Protocol (DTP) helps enable dynamic trunk configuration across all switch ports.
- Port Aggregation Protocol (PAgP) automates the creation of Cisco Fast EtherChannel® groups or Gigabit EtherChannel groups to link to another switch, router, or server.
- Link Aggregation Control Protocol (LACP) allows the creation of Ethernet channeling with devices that conform to IEEE 802.3ad. This feature is similar to Cisco EtherChannel technology and PAgP.
- DHCP Server enables a convenient deployment option for the assignment of IP addresses in networks that do not have a dedicated DHCP server.
- DHCP Relay allows a DHCP relay agent to broadcast DHCP requests to the network DHCP server.
- IEEE 802.3z-compliant 1000BASE-SX, 1000BASE-LX/LH, 1000BASE-ZX, 1000BASE-T, and coarse wavelength-division multiplexing (CWDM) physical interface support through a field-replaceable SFP module provides unprecedented flexibility in switch deployment.
- Support for the Cisco Catalyst 3560 SFP Interconnect Cable facilitates a low-cost, point-to-point gigabit connection between Cisco Catalyst 3560 v2 Series switches.
- The default configuration stored in Flash memory helps ensure that the switch can be quickly connected to the network and can pass traffic with minimal user intervention.
- Automatic medium-dependent interface crossover (Auto-MDIX) automatically adjusts transmit and receive pairs if an incorrect cable type (crossover or straight-through) is installed on a 10/100 port.
- Time Domain Reflectometry (TDR) to diagnose and resolve cabling problems on copper Ethernet ports.

Enhanced Security

With the wide range of security features, such as ACLs, authentication, port-level security, and identity based network services (IBNS) with 802.1x and extensions, that the Cisco Catalyst 3560 v2 Series offers, businesses can protect important information, keep unauthorized people off the network, guard privacy, and maintain uninterrupted operation. These security features include:

- IEEE 802.1x allows dynamic, port-based security, providing user authentication.
- IEEE 802.1x with VLAN assignment allows a dynamic VLAN assignment for a specific user regardless of where the user is connected.
- IEEE 802.1x with voice VLAN permits an IP phone to access the voice VLAN irrespective of the authorized or unauthorized state of the port.
- IEEE 802.1x and port security are provided to authenticate the port and manage network access for all MAC addresses, including those of the client.
- IEEE 802.1x with an ACL assignment allows for specific identity-based security policies regardless of where the user is connected.
- IEEE 802.1x with Guest VLAN allows guests without 802.1x clients to have limited network access on the guest VLAN.
- IEEE 802.1x Supplicant on the switches can be used to authenticate switches onto the network, thereby preventing unauthorized network devices from being used to expand the network.
- IEEE 802.1x Readiness Check eases 802.1x deployment in an enterprise. This feature determines if the client has an 802.1x supplicant by initiating an 802.1x ping.
- Open 802.1x allows network communication to take place before an 802.1x authentication. This feature is useful for PXE environments and other applications where network connectivity is required prior to 802.1x authentication. An ACL is used to allow traffic prior to authentication.
- Flexible Authentication or FlexAuth can be used to determine the order of authentication methods on the network. For example, if the order is set to 802.1x, MAB, and WebAuth, the network will first try to authenticate via 802.1x, then via MAB, and then via WebAuth.
- Multi Authentication or MultiAuth enables up to 8 users to authenticate via the same switch port. This feature includes support for multiple authentication methods, such as 802.1x, MAB, and WebAuth, and per-user ACLs.
- Web authentication for non-802.1x clients allows non-802.1x clients to use an SSL-based browser for authentication.
- Local Web Authentication is a key feature that allows non 802.1x users to authenticate via a login web page. The user enters the authentication info, such as user id and password, and gets authenticated via a AAA server.
- Local Web Authentication Banner allows users to customize the authentication web page.
- Multi-Domain Authentication allows an IP phone and a PC to authenticate on the same switch port while placing them on appropriate Voice and Data VLAN.
- MAC Auth Bypass (MAB) for voice allows third-party IP phones without an 802.1x supplicant to get authenticated using their MAC address.
- Cisco security VLAN ACLs (VACLs) on all VLANs prevent unauthorized data flows from being bridged within VLANs.
- Cisco standard and extended IP security router ACLs (RACLs) define security policies on routed interfaces for control- and data-plane traffic.
- Port-based ACLs (PACLs) for Layer 2 interfaces allow application of security policies on individual switch ports.
- Unicast MAC filtering prevents the forwarding of any type of packet with a matching MAC address.
- Unknown unicast and multicast port blocking allows tight control by filtering packets that the switch has not already learned how to forward.

- SSHv2, Kerberos, and SNMPv3 provide network security by encrypting administrator traffic during Telnet and SNMP sessions. SSHv2, Kerberos, and the cryptographic version of SNMPv3 require a special cryptographic software image because of U.S. export restrictions.
- Private VLAN Edge provides security and isolation between switch ports, helping ensure that users cannot snoop on other users' traffic.
- Private VLANs restrict traffic between hosts in a common segment by segregating traffic at Layer 2, turning a broadcast segment into a nonbroadcast multi-access-like segment.
- Bidirectional data support on the Switched Port Analyzer (SPAN) port allows the Cisco Secure Intrusion Detection System (IDS) to take action when an intruder is detected.
- TACACS+ and RADIUS authentication enable centralized control of the switch and restrict unauthorized users from altering the configuration.
- MAC address notification allows administrators to be notified of users added to or removed from the network.
- Dynamic ARP Inspection (DAI) helps ensure user integrity by preventing malicious users from exploiting the insecure nature of the ARP protocol.
- DHCP snooping allows administrators to help ensure consistent mapping of IP to MAC addresses. This can be used to prevent attacks that attempt to poison the DHCP binding database, and to rate limit the amount of DHCP traffic that enters a switch port.
- IP source guard prevents a malicious user from spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN.
- DHCP Interface Tracker (Option 82) augments a host IP address request with the switch port ID.
- Port security secures the access to an access or trunk port based on MAC address.
- After a specific timeframe, the aging feature removes the MAC address from the switch to allow another device to connect to the same port.
- Trusted Boundary provides the ability to trust the QoS priority settings if an IP phone is present and to disable the trust setting if the IP phone is removed, thereby preventing a malicious user from overriding prioritization policies in the network.
- Multilevel security on console access prevents unauthorized users from altering the switch configuration.
- The user-selectable address-learning mode simplifies configuration and enhances security.
- BPDU Guard shuts down Spanning Tree Protocol PortFast-enabled interfaces when BPDUs are received to avoid accidental topology loops.
- Spanning-Tree Root Guard (STRG) prevents edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes.
- IGMP filtering provides multicast authentication by filtering out nonsubscribers and limits the number of concurrent multicast streams available per port.
- Dynamic VLAN assignment is supported through implementation of VLAN Membership Policy Server (VMPS) client functions to provide flexibility in assigning ports to VLANs. Dynamic VLAN helps enable the fast assignment of IP addresses.
- Cisco Network Assistant software security wizards ease the deployment of security features for restricting user access to a server as well as to a portion of or the entire network.
- Two thousand access control entries (ACEs) are supported.

Availability and Scalability

The Cisco Catalyst 3560 v2 Series is equipped with a robust set of features that allow for network scalability and higher availability through IP routing as well as a complete suite of Spanning Tree Protocol enhancements aimed to maximize availability in a Layer 2 network.

Enhancements to the standard Spanning Tree Protocol, such as Per-VLAN Spanning Tree Plus (PVST+), Uplink Fast, and PortFast, maximize network uptime. PVST+ allows for Layer 2 load sharing on redundant links to efficiently use the extra capacity inherent in a redundant design. Uplink Fast, PortFast, and BackboneFast all greatly reduce the standard 30- to 60-second Spanning Tree Protocol convergence time. Loop guard and bridge-protocol-data-unit (BPDU) guard provide Spanning Tree Protocol loop avoidance. Superior redundancy features include:

- Cisco Uplink Fast and BackboneFast technologies help ensure quick failover recovery, enhancing overall network stability and reliability.
- IEEE 802.1w Rapid Spanning Tree Protocol (RSTP) provides rapid spanning-tree convergence independent of spanning-tree timers and the benefit of distributed processing.
- Per-VLAN Rapid Spanning Tree Plus (PVRST+) allows rapid spanning-tree reconvergence on a per-VLAN spanning-tree basis, without requiring the implementation of spanning-tree instances.
- Cisco Hot Standby Router Protocol (HSRP) is supported to create redundant, fail-safe routing topologies.
- FlexLink allows a fast failover for redundant links in a Layer 2 network. FlexLink offers a faster convergence than Spanning Tree Protocol and also eliminates the need for Spanning Tree Protocol.
- FlexLink Load Balancing allows both the primary and the backup links to carry traffic for different sets of VLANs. If an interface goes down, the peer interface will carry all the traffic for all VLANs.
- Command-switch redundancy enabled in Cisco Network Assistant software allows designation of a backup command switch that takes over cluster-management functions if the primary command switch fails.
- Unidirectional Link Detection Protocol (UDLD) and Aggressive UDLD allow unidirectional links to be detected and disabled to avoid problems such as spanning-tree loops.
- Switch port autorecovery (errdisable) automatically attempts to reenabling a link that is disabled because of a network error.
- Cisco RPS 2300 support provides superior internal power-source redundancy, resulting in improved fault tolerance and network uptime.
- Equal cost routing (ECR) provides load balancing and redundancy.
- Bandwidth aggregation up to 8 Gbps through Cisco Gigabit EtherChannel technology and up to 800 Mbps through Cisco Fast EtherChannel technology enhances fault tolerance and offers higher-speed aggregated bandwidth between switches and to routers and individual servers.

High-Performance IP Routing

The Cisco Catalyst 3560 v2 series switches deliver high-performance, hardware-based IP routing. The Cisco Express Forwarding-based routing architecture allows for maximum scalability and performance.

Implementing routed uplinks to the core improves network availability by enabling faster failover protection and simplifying the Spanning Tree Protocol algorithm by terminating all Spanning Tree Protocol instances at the aggregator switch. If one of the uplinks fails, quicker failover to the redundant uplink can be achieved with a scalable routing protocol such as Open Shortest Path First (OSPF) or Enhanced Interior Gateway Routing Protocol (EIGRP) rather than relying on standard Spanning Tree Protocol convergence. Redirection of a packet after a link failure using a routing protocol results in faster failover than a solution that uses Layer 2 spanning-tree enhancements. Additionally, routed uplinks allow better bandwidth use by implementing equal cost routing (ECR) on the uplinks to

perform load balancing. Routed uplinks optimize the utility of uplinks out of the LAN Access by eliminating unnecessary broadcast data flows into the network backbone.

Other high-performance routing features include:

- Cisco Express Forwarding hardware routing architecture delivers extremely high-performance IP routing.
- Basic IP unicast routing protocols (static, RIPv1, RIPv2, EIGRP-Stub) are supported for small-network routing applications.
- Advanced IP unicast routing protocols (OSPF, Interior Gateway Routing Protocol [IGRP], EIGRP, and Border Gateway Protocol Version 4 [BGPv4]) are supported for load balancing and constructing scalable LANs. The IP Services license is required.
- IPv6 unicast routing capability (static, RIP, OSPF, and EIGRP protocols) forwards IPv6 traffic through configured interfaces (requires the IP Services license).
- Policy-Based Routing (PBR) allows superior control by enabling flow redirection regardless of the routing protocol configured. The IP Services license is required.
- Inter-VLAN IP routing provides for full Layer 3 routing between two or more VLANs.
- Protocol Independent Multicast (PIM) for IP Multicast routing is supported, including PIM sparse mode (PIM-SM), PIM dense mode (PIM-DM), and PIM sparse-dense mode. The IP Services license is required.
- Distance Vector Multicast Routing Protocol (DVMRP) tunneling interconnects two multicast-enabled networks across nonmulticast networks. The IP Services license is required.
- Fallback bridging forwards non-IP traffic between two or more VLANs. The IP Services license is required.

Integrated Cisco IOS Software Features for Bandwidth Optimization

The Cisco Catalyst 3560 v2 series offers several advanced features for bandwidth optimization. These features include:

- Per-port broadcast, multicast, and unicast storm control prevents faulty end stations from degrading overall systems performance.
- IEEE 802.1d Spanning Tree Protocol support for redundant backbone connections and loop-free networks simplifies network configuration and improves fault tolerance.
- PVST+ allows for Layer 2 load sharing on redundant links to efficiently use the extra capacity inherent in a redundant design.
- IEEE 802.1s Multiple Spanning Tree Protocol (MSTP) allows a spanning-tree instance per VLAN, enabling Layer 2 load sharing on redundant links.
- ECR provides load balancing and redundancy.
- VPN routing/forwarding (VRF)-Lite enables a service provider to support two or more VPNs, with overlapping IP addresses.
- VRF Aware IP Services enable the use of functions such as TFTP, FTP, SYSLOG, SNMP, traceroute, ping, HSRP, ARP, and IP SLAs within a VRF.
- Local Proxy Address Resolution Protocol (ARP) works in conjunction with Private VLAN Edge to minimize broadcasts and maximize available bandwidth.
- VLAN1 minimization allows VLAN1 to be disabled on any individual VLAN trunk link.
- VLAN Trunking Protocol (VTP) pruning limits bandwidth consumption on VTP trunks by flooding broadcast traffic only on trunk links required to reach the destination devices.

- Internet Group Management Protocol v3 (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping provide fast client joins and leaves of multicast streams and limits bandwidth-intensive video traffic to only the requestors.
- IGMP filtering provides multicast authentication by filtering out nonsubscribers and limits the number of concurrent multicast streams available per port.
- Multicast VLAN registration (MVR) continuously sends multicast streams in a multicast VLAN while isolating the streams from subscriber VLANs for bandwidth and security reasons.
- Source Specific Multicast (SSM) simplifies multicast deployment and optimizes bandwidth for one-to-many applications, such as a corporate video broadcast.
- Multicast VRF Lite enables Multicast Virtualization and separation of VRF traffic.
- EIGRP stub and PIM stub enable multicast and routing on the uplinks, within the IP Base feature set.
- IGMP Proxy enables the switch to process IGMP client requests, within the IP Base feature set.
- Cisco IP SLAs allow you to optimize IP business applications, including VoIP, Video, and data, by measuring end-to-end service levels and performance. This feature can be used to monitor performance and to prove service levels. The IP SLA requestor function requires the IP Services license but the IP SLA responder function is available within the IP Base license.
- Cisco MAC Notification MIB enables you to monitor MAC table utilization and to track end device movements across the network. This feature also allows you to set threshold limits to notify MAC changes.

Advanced QoS

The Cisco Catalyst 3560 v2 series offers superior multilayer, granular QoS features to help ensure that network traffic is classified and prioritized, and that congestion is avoided in the best possible manner. Configuration of QoS is greatly simplified through automatic QoS (Auto QoS), a feature that detects Cisco IP phones and automatically configures the switch for the appropriate classification and egress queuing. Other QoS features include:

- Standard 802.1p CoS and DSCP field classification are provided, using marking and reclassification on a per-packet basis by source and destination IP address, source and destination MAC address, or Layer 4 TCP or UDP port number.
- Cisco control- and data-plane QoS ACLs on all ports help ensure proper marking on a per-packet basis.
- Four egress queues per port enable differentiated management of up to four traffic types.
- Shaped Round Robin (SRR) scheduling helps ensure differential prioritization of packet flows by intelligently servicing the ingress and egress queues.
- Weighted tail drop (WTD) provides congestion avoidance at the ingress and egress queues before a disruption occurs.
- Strict priority queuing guarantees that the highest-priority packets are serviced ahead of all other traffic.
- There is no performance penalty for highly granular QoS functions.
- IP SLAs allow you to optimize IP business applications for VOIP, Video, and Data by measuring end-to-end service level and performance metrics.
- The Cisco Committed Information Rate (CIR) function guarantees bandwidth in increments as low as 8 kbps.
- Rate limiting is provided based on source and destination IP address, source and destination MAC address, Layer 4 TCP and UDP information, or any combination of these fields, using QoS ACLs (IP ACLs or MAC ACLs), class maps, and policy maps.
- Asynchronous data flows upstream and downstream from the end station or on the uplink are easily managed using ingress policing and egress shaping.

- Up to 64 aggregate or individual policers are available per Fast Ethernet or Gigabit Ethernet port.

Intelligent Power over Ethernet (PoE) Management

The Cisco Catalyst 3560 v2 series PoE models support Cisco IP phones, Aironet WLAN access points, as well as any IEEE 802.3af compliant end device. These are some of the advanced PoE features available:

- Cisco Discovery Protocol version 2 allows the Cisco Catalyst 3560 v2 Series Switch to negotiate a more granular power setting when connecting to a Cisco powered device, such as IP phones or access points, than what is provided by IEEE classification.
- Per Port power consumption command allows customer to specify maximum power setting on an individual port.
- Per Port PoE Power Sensing measures actual power being drawn, enabling more intelligent control of powered devices.
- The PoE MIB provides proactive visibility into power usage and enables power policing and troubleshooting.
- Link Layer Discovery Protocol (LLDP and LLDP-MED) adds support for IEEE 802.1AB link layer discovery protocol for interoperability in multivendor networks. Switches exchange speed, duplex, and power settings with end devices such as IP phones.

Management and Control Features

The Cisco Catalyst 3560 v2 series switches come with an extensive set of management and control features that include:

- Cisco IOS Software CLI support provides a common user interface and command set with all Cisco routers and Cisco Catalyst desktop switches.
- Cisco Discovery Protocol version 2 allows the Cisco Catalyst 3560 v2 Series Switch to negotiate a more granular power setting when connecting to a Cisco powered device, such as IP phones or access points, than what is provided by IEEE classification.
- The PoE MIB provides proactive visibility into power usage and allows customers to set different power level thresholds.
- Switching Database Manager templates for access, routing, and VLAN deployment scenarios allow the administrator to easily maximize memory allocation to the desired features based on deployment-specific requirements.
- Generic On-Line Diagnostics (GOLD) check the health of hardware components and verifies proper operation of the system data and control plane at run time and boot time.
- VLAN trunks can be created from any port, using either standards-based 802.1Q tagging or the Cisco Inter-Switch Link (ISL) VLAN architecture.
- Voice VLAN simplifies telephony installations by keeping voice traffic on a separate VLAN for easier administration and troubleshooting.
- Cisco VTP supports dynamic VLANs and dynamic trunk configuration across all switches.
- Cisco Group Management Protocol server functions help enable a switch to serve as the Cisco Group Management Protocol router for client switches. The IP Services license is required.
- IGMPv3 snooping provides fast client joins and leaves of multicast streams and limits bandwidth-intensive video traffic to only the requestors.
- Remote SPAN (RSPAN) allows administrators to remotely monitor ports in a Layer 2 switch network from any other switch in the same network.

- For enhanced traffic management, monitoring, and analysis, the Embedded Remote Monitoring (RMON) software agent supports four RMON groups (history, statistics, alarms, and events).
- Layer 2 traceroute eases troubleshooting by identifying the physical path that a packet takes from source to destination.
- All nine RMON groups are supported through a SPAN port, which permits traffic monitoring of a single port, a group of ports from a single network analyzer or RMON probe.
- Domain Name System (DNS) provides IP address resolution with user-defined device names.
- Trivial File Transfer Protocol (TFTP) reduces the cost of administering software upgrades by downloading from a centralized location.
- Network Timing Protocol (NTP) provides an accurate and consistent timestamp to all intranet switches.
- Multifunction LEDs per port for port status; half-duplex and full-duplex mode; and 10BASE-T, 100BASE-TX, and 1000BASE-T indication as well as switch-level status LEDs for system, redundant power supply, and bandwidth use provide a comprehensive and convenient visual management system.
- LLDP Location Support enables location based services, such as providing an end device location, emergency responder, location based QoS, location based VLAN assignment, and location based power management.

Cisco Network Assistant

Cisco Network Assistant is a PC-based network-management application with a user-friendly GUI. Available at no cost, Cisco Network Assistant can be downloaded from Cisco.com.

- Cisco Network Assistant is a free, Windows-based application that simplifies the administration of networks of up to 250 users. It supports a wide range of Cisco Catalyst intelligent switches from Cisco Catalyst 2960 through Cisco Catalyst 4506. With Cisco Network Assistant, users can manage Cisco Catalyst switches plus launch the device managers of Cisco integrated services routers (ISRs) and Cisco Aironet WLAN access points.
- The easy-to-use graphical interface provides both a topology map and front-panel view of the switch.
- Cisco AVVID (Architecture for Voice, Video and Integrated Data) wizards need just a few user inputs to automatically configure the switch to optimally handle different types of traffic: voice, video, multicast, and high-priority data.
- A security wizard is provided to restrict unauthorized access to applications, servers, and networks.
- Upgrading the Cisco IOS Software on Cisco Catalyst switches is a simple matter of pointing and clicking, with one-click upgrades.
- Cisco Network Assistant supports multilayer feature configurations such as routing protocols, ACLs, and QoS parameters.
- Multidevice and multiport configuration capabilities allow administrators to save time by configuring features across multiple switches and ports simultaneously.
- The user-personalized interface allows modification of polling intervals, table views, and other settings.
- Alarm notification provides automated e-mail notification of network errors and alarm thresholds.

CiscoWorks LAN Management Solution (LMS)

CiscoWorks LAN Management Solution (LMS) is a suite of powerful network management tools that simplify the configuration, administration, monitoring, and troubleshooting of Cisco networks. It integrates these capabilities into a world-class solution for improving the accuracy and efficiency of your operations staff, while increasing the overall

availability of your network. LMS supports over 400 different device types, including Cisco Catalyst 3560 v2 series switches, and it provides the following features:

- Network discovery, topology views, end-station tracking, and VLAN management
- Real-time network fault analysis with easy-to-deploy device specific best-practice templates
- Hardware and software inventory management, centralized configuration tools, and syslog monitoring
- Network response time and availability monitoring and tracking
- Real-time device, link, and port traffic management, analysis, and reporting
- For further details about CiscoWorks LMS, go to www.cisco.com/go/lms.

Table 2 describes switch hardware, Table 3 describes power specifications, Table 4 describes management and standards support, and Table 5 describes safety and compliance.

Table 2. Cisco Catalyst 3560 v2 Series Switch Hardware

Description	Specification				
Performance	Forwarding bandwidth	32 Gbps			
	Flash memory	32 MB			
	Max VLANs	1K			
	VLAN IDs	4K			
	Switched Virtual Interfaces (SVIs)	Up to 1000			
	Maximum transmission unit (MTU)	Up to 9000 bytes			
	Jumbo frames	9016 bytes			
	MAC, routing, security, and QoS scalability numbers depend on the type of template used in the switch.				
		Default Template	Access Template	VLAN Template	Routing Template
	MAC address	6K	4K	12K	3K
	IGMP groups and multicast routes	1K	1K	1K	1K
	Total unicast routes	8K	6K	0	11K
	Directly connected hosts	6K	4K	0	3K
	Indirect routes	2K	2K	0	8K
Security ACEs	1K	2K	1K	1K	
QoS ACEs	0.5K	0.5K	0.5K	0.5K	
PBR ACEs	0	0.5K	0	0.5K	
Connectors and Cabling	<ul style="list-style-type: none">• 10BASE-T ports: RJ-45 connectors, two-pair Category 3, 4, or 5 unshielded twisted-pair (UTP) cabling• 10BASE-T PoE ports: RJ-45 connectors, two-pair Category 3, 4, or 5 UTP cabling power pins 1,2 (negative) and 3,6 (positive)• 100BASE-TX ports: RJ-45 connectors, two-pair Category 5 UTP cabling• 100BASE-TX PoE ports: RJ-45 connectors, two-pair Category 5 UTP cabling, power on pins 1,2 (negative) and 3,6 (positive)• 1000BASE-T SFP-based ports: RJ-45 connectors, four-pair Category 5 UTP cabling• 1000BASE-SX, -LX/LH, -ZX, and CWDM SFP-based ports: LC fiber connectors (single/multimode fiber)• Cisco Catalyst 3560 SFP Interconnect Cable: two-pair shielded cabling, 50 cm• Management console port: RJ-45-to-DB-9 cable for PC connections; for terminal connections, use RJ-45-to-DB-25 female data-terminal-equipment (DTE) adaptor (can be ordered separately from Cisco; part number ACS-DSBUASYN=)				

Power Connectors	<ul style="list-style-type: none">Customers can provide power to a switch by using either the internal power supply or the Cisco RPS 2300. The connectors are located at the back of the switch. Internal-Power-Supply ConnectorThe internal power supply is an autoranging unit.The internal power supply supports input voltages between 100 and 240 VAC.Use the supplied AC power cord to connect the AC power connector to an AC power outlet.Cisco RPS ConnectorThe connector offers connection for an optional Cisco RPS 2300 (model PWR-RPS2300) that uses AC input and supplies DC output to the switch.				
Indicators	<ul style="list-style-type: none">Per-port status LEDs: Link integrity, disabled, activity, speed, full-duplex indications, PoE applied, PoE error, and PoE disabled indicationsSystem-status LEDs: System, RPS, link status, link duplex, link speed, and PoE indications				
Dimensions (H x W x D)		Inches	Centimeters		
	3560V2-24TS	1.73 x 17.46x 11.62	4.4 x 44.3 x 29.5		
	3560V2-48TS	1.73 x 17.46x 11.62	4.4 x 44.3 x 29.5		
	3560V2-24PS	1.73 x 17.46x 11.62	4.4 x 44.3 x 29.5		
	3560V2-48PS	1.73 x 17.46x 11.62	4.4 x 44.3 x 29.5		
	3560V2-24DC	1.73 x 17.46x 11.62	4.4 x 44.3 x 29.5		
Weight		Pounds	Kilograms		
	3560V2-24TS	8.2	3.7		
	3560V2-48TS	9	4		
	3560V2-24PS	10	4.6		
	3560V2-48PS	11	5		
	3560V2-24DC	8	3.7		
Environmental Ranges		Fahrenheit	Centigrade		
	Operating temperature	32 to 113°F	0 to 45°C		
	Storage temperature	-13 to 158°F	-25 to 70°C		
		Feet	Meters		
	Operating altitude	Up to 9,843 ft	Up to 3,000 m		
	Storage altitude	Up to 15,000 ft	Up to 4,573 m		
	Operating relative humidity	10 to 85% noncondensing			
	Storage relative humidity	10 to 85% noncondensing			
Acoustic Noise	ISO 7779 & ISO 9296: Bystander positions operating to an ambient temperature of 25°C				
		Sound Pressure		Sound Power	
		LpA (Typical)	LpAD (Maximum)	LwA (Typical)	LwAD (Maximum)
	3560V2-24TS	41 dB	44 dB	5.1 B	5.4 B
	3560V2-48TS	42 dB	45 dB	5.2 B	5.5 B
	3560V2-24PS	44 dB	47 dB	5.5 B	5.7 B
	3560V2-48PS	45 dB	48 dB	5.5 B	5.8 B
	3560V2-24DC	41 dB	44 dB	5.2 B	5.5 B
	Typical: Noise emission for a typical configuration and load at 25°C Maximum: Statistical maximum to account for variation in production				
	Mean Time Between Failure (MTBF)	3560V2-24TS	377,260 hours		
3560V2-48TS		301,886 hours			
3560V2-24PS		275,360 hours			
3560V2-48PS		206,041 hours			
3560V2-24DC		451,606 hours			

Table 3. Power Specifications for Cisco Catalyst 3560 v2 Series Switch

Description	Specification			
Power Supply Rated Maximum		Switch Power Consumption	Total Output BTU	
	3560V2-24TS	60W	205 BTU/hour	
	3560V2-48TS	130W	445 BTU/hour	
	3560V2-24PS	525W	1796 BTU/hour	
	3560V2-48PS	525W	1796 BTU/hour	
	3560V2-24TS-SD	60W	205 BTU/hour	
Measured 100% Throughput Power Consumption		Switch Power Consumption	Total Output BTU	
	3560V2-24TS	24W	80 BTU/hour	
	3560V2-48TS	41W	140 BTU/hour	
	3560V2-24PS	44W	150 BTU/hour	
	3560V2-48PS	61W	205 BTU/hour	
	3560V2-24TS-SD	24W	82 BTU/hour	
Measured 5% Throughput Power Consumption		Switch Power Consumption	Total Output BTU	
	3560V2-24TS	22W	72 BTU/hour	
	3560V2-48TS	37W	124 BTU/hour	
	3560V2-24PS	41W	140 BTU/hour	
	3560V2-48PS	56W	188 BTU/hour	
	3560V2-24TS-SD	22W	75 BTU/hour	
Measured 100% Throughput Power Consumption (with maximum possible PoE loads)		Switch Power Consumption	PoE Power	Total Output BTU
	3560V2-24PS	435W	370W	220 BTU/hour
	3560V2-48PS	452W	370W	280 BTU/hour
Measured 5% Throughput Power Consumption (with 50% PoE loads)		Switch Power Consumption	PoE Power	Total Output BTU
	3560V2-24PS	238W	185W	181 BTU/hour
	3560V2-48PS	244W	185W	203 BTU/hour
AC/DC Input Voltage and Current		Voltage (autoranging)	Current	Frequency
	3560V2-24TS	100-240 VAC	0.5A – 0.3A	50-60 Hz
	3560V2-48TS	100-240 VAC	0.9A – 0.5A	50-60 Hz
	3560V2-24PS	100-240 VAC	5A – 2A	50-60 Hz
	3560V2-48PS	100-240 VAC	5A – 2A	50-60 Hz
	3560V2-24DC	-36 to -72VDC	0.7A – 0.4A	N/A
DC Output Voltages, Current, & Power consumption from RPS 2300		Switch	Switch Power	PoE
	3560V2-24TS	+12V at 2A	24W	N/A
	3560V2-48TS	+12V at 3A	36W	N/A
	3560V2-24PS	+12V at 2A	24W	-48V at 7.8A
	3560V2-48PS	+12V at 3A	36W	-48V at 7.8A
	3560V2-24DC	Not supported	N/A	N/A
PoE	<ul style="list-style-type: none"> Maximum power supplied per port: 15.4W Total power dedicated to PoE: 370W 			

Table 4. Management and Standards Support for Cisco Catalyst 3560 v2 Series Switch

Description	Specification	
Management	<ul style="list-style-type: none"> • BRIDGE-MIB • CISCO-CDP-MIB • CISCO-CLUSTER-MIB • CISCO-CONFIG-MAN-MIB • CISCO-ENTITY-FRU-CONTROL-MIB • CISCO-ENVMON-MIB • CISCO-FLASH-MIB • CISCO-FTP-CLIENT-MIB • CISCO-HSRP-MIB • CISCO-HSRP-EXT-MIB • CISCO-IGMP-FILTER-MIB • CISCO-IMAGE-MIB • CISCO-IP-STAT-MIB • CISCO-L2L3-INTERFACE-CONFIG-MIB • CISCO-MAC-NOTIFICATION-MIB • CISCO-MEMORY-POOL-MIB • CISCO-PAGP-MIB • CISCO-PING-MIB • CISCO-PROCESS-MIB • CISCO-RTTMON-MIB • CISCO-STP-EXTENSIONS-MIB • CISCO-SYSLOG-MIB • CISCO-TCP-MIB • CISCO-VLAN-IFTABLE-RELATIONSHIP-MIB • CISCO-VLAN-MEMBERSHIP-MIB 	<ul style="list-style-type: none"> • CISCO-VTP-MIB • ENTITY-MIB • ETHERLIKE-MIB • IF-MIB • IGMP-MIB • IPMROUTE-MIB • OLD-CISCO-CHASSIS-MIB • OLD-CISCO-FLASH-MIB • OLD-CISCO-INTERFACES-MIB • OLD-CISCO-IP-MIB • OLD-CISCO-SYS-MIB • OLD-CISCO-TCP-MIB • OLD-CISCO-TS-MIB • OSPF-MIB (RFC 1253) • PIM-MIB • RFC1213-MIB • RFC1253-MIB • RMON-MIB • RMON2-MIB • SNMP-FRAMEWORK-MIB • SNMP-MPD-MIB • SNMP-NOTIFICATION-MIB • SNMP-TARGET-MIB • SNMPv2-MIB • TCP-MIB • UDP-MIB
Standards	<ul style="list-style-type: none"> • IEEE 802.1s • IEEE 802.1w • IEEE 802.1x • IEEE 802.3ad • IEEE 802.3af • IEEE 802.3x full duplex on 10BASE-T, 100BASE-TX, and 1000BASE-T ports • IEEE 802.1D Spanning Tree Protocol • IEEE 802.1p CoS Prioritization • IEEE 802.1Q VLAN • IEEE 802.3 10BASE-T specification • IEEE 802.3u 100BASE-TX specification • IEEE 802.3ab 1000BASE-T specification • IEEE 802.3z 1000BASE-X specification 	<ul style="list-style-type: none"> • 1000BASE-X (SFP) • 1000BASE-SX • 1000BASE-LX/LH • 1000BASE-ZX • 1000BASE-CWDM SFP 1470 nm • 1000BASE-CWDM SFP 1490 nm • 1000BASE-CWDM SFP 1510 nm • 1000BASE-CWDM SFP 1530 nm • 1000BASE-CWDM SFP 1550 nm • 1000BASE-CWDM SFP 1570 nm • 1000BASE-CWDM SFP 1590 nm • 1000BASE-CWDM SFP 1610 nm • RMON I and II standards • SNMPv1, SNMPv2c, and SNMPv3

Table 5. Safety and Compliance

Description	Specification
Safety Certifications	<ul style="list-style-type: none"> • UL 60950-1, First Edition • CUL to CAN/CSA 22.2 No. 60950-1, First Edition • TUV/GS to EN 60950-1, First Edition • CB to IEC 60950-1 with all country deviations • NOM (through partners and distributors) • CE Marking

Electromagnetic Emissions Certifications	<ul style="list-style-type: none"> • FCC Part 15 Class A • EN 55022 Class A (CISPR22) • EN 55024 (CISPR24) • AS/NZS CISPR22 Class A • CE • KCC • GOST • China EMC Certifications
Telco	Common Language Equipment Identifier (CLEI) code
Warranty	Limited Lifetime Warranty

Cisco Limited Lifetime Hardware Warranty Terms

The following are special terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the Cisco Information Packet that accompanies your Cisco product.

Duration of Hardware Warranty: As long as the original customer owns the product.

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

For further information on warranty terms, visit

http://www.cisco.com/en/US/docs/general/warranty/English/LH2DEN_.html.

Safety Compliance and Product Approval Status

For further information on safety and compliance documentation, visit the Product Approval Status tool at

http://tools.cisco.com/cse/prdapp/jsp/externalsearch.do?action=externalsearch&page=EXTERNAL_SEARCH.

Service and Support

Cisco is committed to minimizing TCO. The company offers a portfolio of technical support services to help ensure that its products operate efficiently, remain highly available, and benefit from the most up-to-date system software. The services and support programs described in Table 6 are available as part of the Cisco Desktop Switching Service and Support solution, and are available directly from Cisco and through resellers.

Table 6. Cisco Services and Support Programs

Service and Support	Features	Benefits
Advanced Services		
<ul style="list-style-type: none"> • Cisco Total Implementation Solutions (TIS), available direct from Cisco • Cisco Packaged TIS, available through resellers • Cisco SMARTnet[®] and SMARTnet Onsite support, available direct from Cisco • Cisco Packaged SMARTnet support program, available through resellers 	<ul style="list-style-type: none"> • Project management • Site survey, configuration, and deployment • Installation, text, and cutover • Training • Major moves, adds, and changes • Design review and product staging • Access to software updates 24 hours • Web access to technical repositories • Telephone support through the Cisco Technical Assistance Center (TAC) • Advance Replacement of hardware parts 	<ul style="list-style-type: none"> • Cisco Total Implementation Solutions (TIS), available direct from Cisco • Cisco Packaged TIS, available through resellers • Cisco SMARTnet[®] and SMARTnet Onsite support, available direct from Cisco • Cisco Packaged SMARTnet support program, available through resellers

Ordering Information

Table 7 gives ordering information for the Cisco Catalyst 3560 v2 Series switches.

Table 7. Ordering Information for Cisco Catalyst 3560 v2 Series Switches

Part Numbers	Description
WS-C3560V2-24TS-S	<ul style="list-style-type: none"> • 24 Ethernet 10/100 ports and 2 SFP-based Gigabit Ethernet ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Base software feature set
WS-C3560V2-24TS-SD	<ul style="list-style-type: none"> • 24 Ethernet 10/100 ports and 2 SFP-based Gigabit Ethernet ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Base software feature set • DC power supply
WS-C3560V2-24TS-E	<ul style="list-style-type: none"> • 24 Ethernet 10/100 ports and 2 SFP-based Gigabit Ethernet ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Services software feature set
WS-C3560V2-48TS-S	<ul style="list-style-type: none"> • 48 Ethernet 10/100 ports and 4 SFP-based Gigabit Ethernet ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Base software feature set
WS-C3560V2-48TS-E	<ul style="list-style-type: none"> • 48 Ethernet 10/100 ports and 4 SFP-based Gigabit Ethernet ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Services software feature set
WS-C3560V2-24PS-S	<ul style="list-style-type: none"> • 24 Ethernet 10/100 ports and 2 SFP-based Gigabit Ethernet ports • 370W available for PoE, allowing 15.4W to all ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Base software feature set
WS-C3560V2-24PS-E	<ul style="list-style-type: none"> • 24 Ethernet 10/100 ports and 2 SFP-based Gigabit Ethernet ports • 370W available for PoE, allowing 15.4W to all ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Services software feature set

WS-C3560V2-48PS-S	<ul style="list-style-type: none"> • 48 Ethernet 10/100 ports and 4 SFP-based Gigabit Ethernet ports • 370W available for PoE, allowing full 15.4W for up to 24 ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Base software feature set
WS-C3560V2-48PS-E	<ul style="list-style-type: none"> • 48 Ethernet 10/100 ports and 4 SFP-based Gigabit Ethernet ports • 370W available for PoE, allowing full 15.4W for up to 24 ports • 1RU fixed-configuration, multilayer switch • IPv6 • IP Base software feature set
WS-C3560V2-48PS-SM	<ul style="list-style-type: none"> • 3-pack of WS-C3560V2-48PS-S • 48 Ethernet 10/100 ports and 4 SFP-based Gigabit Ethernet ports • 370W available for PoE, allowing full 15.4W for up to 24 ports • IP Base software feature set • Includes 3 sets of mechanical accessory kits and power cords • Includes 1 console cable
Cisco Catalyst 3560 v2 Series Cisco IOS Software upgrade options	
CD-3560-EMI=	<ul style="list-style-type: none"> • IP Services upgrade for the Cisco Catalyst 3560 v2 series switches • Advanced IP routing for IPv4 and IPv6
Cisco Redundant Power System 2300	
PWR-RPS2300	Cisco RPS 2300 with one connector cable
CAB-RPS2300-E=	Spare RPS 2300 cable for Cisco Catalyst 3560 v2, 3750 v2, 3560-E, 3750-E, and 2960 PoE series switches
C3K-PWR-750WAC=	Spare 750WAC power supply for the RPS 2300 and Cisco Catalyst 3560-E/3750-E series switches
C3K-PWR-1150WAC=	Spare 1150WAC power supply for the RPS 2300 and Cisco Catalyst 3560-E/3750-E series switches
Spare rack mount kits for the Cisco Catalyst 3560 v2 Series	
RCKMNT-1RU=	Spare rack-mount kit for the Cisco Catalyst 3560 and 3750 series
RCKMNT-REC-1RU=	1RU recessed rack-mount kit for the Cisco Catalyst 3560 and 3750 series
Spare power cords for the Cisco Catalyst 3560 v2 Series	
CAB-AC=	Standard power cord. 125V, 10A, 2.1 meters
CAB-16AWG-AC=	Standard power cord. 125V, 13A, 2.5 meters
CAB-ACE=	Europe. 250V, 10A, 2.5 meters
CAB-ACI=	Italy. 250V, 10A, 2.5 meters
CAB-ACU=	UK and Hong Kong. 250V, 10A, 2.5 meters
CAB-ACA=	Australia and China. 250V, 10A, 2.5 meters
CAB-ACS=	Switzerland. 250V, 10A, 2.5 meters
CAB-ACR=	Argentina. 250V, 10A, 2.5 meters
CAB-JPN=	Japan. 125V, 12A, 2.5 meters
CAB-IND-10A=	India. 250V, 10A, 2.5 meters
CAB-C13-C14-AC=	Power cord with C14 connector. 250V, 10A, 3.0 meters
SFP optlc modules for the Cisco Catalyst 3560 v2 Series	
GLC-LH-SM=	1000BASE-LX/LH SFP transceiver module for MMF and SMF, 1300-nm wavelength
GLC-SX-MM=	1000BASE-SX SFP transceiver module for MMF, 850-nm wavelength
GLC-ZX-SM=	1000BASE-ZX SFP transceiver module for SMF, 1550-nm wavelength
GLC-T=	1000BASE-T SFP transceiver module for Category 5 copper wire Not supported on the Cisco Catalyst 3560-8PC compact switch
GLC-BX-D=	1000BASE-BX10 SFP transceiver module for single strand SMF, 1490-nm TX/1310-nm RX wavelength
GLC-BX-U=	1000BASE-BX10 SFP transceiver module for single strand SMF, 1310-nm TX/1490-nm RX wavelength
GLC-GE-100FX=	<ul style="list-style-type: none"> • 100BASE-FX SFP transceiver module for Gigabit Ethernet ports, 1310 nm wavelength, 2 km over MMF • Not supported on the Cisco Catalyst 3560-8PC compact switch

GLC-FE-100FX=	<ul style="list-style-type: none"> • 100BASE-FX SFP transceiver module for 100-Mb ports, 1310 nm wavelength, 2 km over MMF • Only supported on the Cisco Catalyst 3560-8PC compact switch
GLC-FE-100LX=	<ul style="list-style-type: none"> • 100BASE-FX SFP transceiver module for 100-Mb ports, 1310 nm wavelength, 10 km over SMF • Only supported on the Cisco Catalyst 3560-8PC compact switch
GLC-FE-100BX-D=	<ul style="list-style-type: none"> • 100BASE-BX10-D SFP transceiver module for 100-Mb ports, 1550 nm TX/1310 nm RX wavelength, 10 km over single-strand SMF • Only supported on the Cisco Catalyst 3560-8PC compact switch
GLC-FE-100BX-U=	<ul style="list-style-type: none"> • 100BASE-BX10-U SFP transceiver module for 100-Mb ports, 1310 nm TX/1550 nm RX wavelength, 10 km over single-strand SMF • Only supported on the Cisco Catalyst 3560-8PC compact switch
CWDM-SFP-1470=	Cisco CWDM SFP 1470 nm; Gigabit Ethernet and 1G/2G FC (gray)
CWDM-SFP-1490=	Cisco CWDM SFP, 1490 nm; Gigabit Ethernet and 1G/2G FC (violet)
CWDM-SFP-1510=	Cisco CWDM SFP, 1510 nm; Gigabit Ethernet and 1G/2G FC (blue)
CWDM-SFP-1530=	Cisco CWDM SFP, 1530 nm; Gigabit Ethernet and 1G/2G FC (green)
CWDM-SFP-1550=	Cisco CWDM SFP, 1550 nm; Gigabit Ethernet and 1G/2G FC (yellow)
CWDM-SFP-1570=	Cisco CWDM SFP, 1570 nm; Gigabit Ethernet and 1G/2G FC (orange)
CWDM-SFP-1590=	Cisco CWDM SFP, 1590 nm; Gigabit Ethernet and 1G/2G FC (red)
CWDM-SFP-1610=	Cisco CWDM SFP, 1610 nm; Gigabit Ethernet and 1G/2G FC (brown)
DWDM-SFP-3033=	DWDM SFP 1530.33 nm SFP (100 GHz ITU grid)
DWDM-SFP-3112=	DWDM SFP 1531.12 nm SFP (100 GHz ITU grid)
DWDM-SFP-3190=	DWDM SFP 1531.90 nm SFP (100 GHz ITU grid)
DWDM-SFP-3268=	DWDM SFP 1532.68 nm SFP (100 GHz ITU grid)
DWDM-SFP-3425=	DWDM SFP 1534.25 nm SFP (100 GHz ITU grid)
DWDM-SFP-3504=	DWDM SFP 1535.04 nm SFP (100 GHz ITU grid)
DWDM-SFP-3582=	DWDM SFP 1535.82 nm SFP (100 GHz ITU grid)
DWDM-SFP-3661=	DWDM SFP 1536.61 nm SFP (100 GHz ITU grid)
DWDM-SFP-3819=	DWDM SFP 1538.19 nm SFP (100 GHz ITU grid)
DWDM-SFP-3898=	DWDM SFP 1538.98 nm SFP (100 GHz ITU grid)
DWDM-SFP-3977=	DWDM SFP 1539.77 nm SFP (100 GHz ITU grid)
DWDM-SFP-4056=	DWDM SFP 1540.56 nm SFP (100 GHz ITU grid)
DWDM-SFP-4214=	DWDM SFP 1542.14 nm SFP (100 GHz ITU grid)
DWDM-SFP-4294=	DWDM SFP 1542.94 nm SFP (100 GHz ITU grid)
DWDM-SFP-4373=	DWDM SFP 1543.73 nm SFP (100 GHz ITU grid)
DWDM-SFP-4453=	DWDM SFP 1544.53 nm SFP (100 GHz ITU grid)
CAB-SFP-50CM=	Cisco Catalyst 3560 SFP Interconnect Cable (50 cm)
CAB-SM-LCSC-1M	1m-fiber single-mode LC-to-SC connectors
CAB-SM-LCSC-5M	5m-fiber single-mode LC-to-SC connectors

For more information about Cisco products, contact:

- United States and Canada: (toll free) 800 553-NETS (6387)
- Europe: 32 2 778 4242
- Australia: 612 9935 4107
- Other: 408 526-7209
- World Wide Web URL: <http://www.cisco.com>



Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
The Netherlands

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

Solicitation

NUMBER
COR61614

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

V E N D O R	*523114340	304-554-0550
	CITYNET LLC	
	100 CITYNET DR	
	BRIDGEPORT WV 26330	

S H I P T O	DIVISION OF CORRECTIONS
	1409 GREENBRIER ST
	CHARLESTON, WV
	25311 304-558-8045

DATE PRINTED
05/07/2013

BID OPENING DATE: 05/15/2013

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 1						
0001	45	EA		205-16		
	NETWORK SWITCHES					
0002	65	EA		205-16		
	NETWORK SWITCHES					
0003	220	EA		205-16		
	INTERFACE CONVERTERS					
SIGNATURE						
TELEPHONE						
DATE						
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: COR61614
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as COR61614 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

The responses to vendor questions attached.

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

Terms and Conditions:

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

ATTACHMENT A

- Q1: In reviewing the Specifications I did not see whether the products were to be new or could they be used/refurbished?
- A1: GBIC's must be new, so that they have the full manufacturer's warranty available to them. Used or refurbished items will not be accepted for bid as many manufacturers will not honor warranties on issues caused by or related to used or refurbished parts. Warranty should be similar to what is requested for the switches were possible.
- Q2: I also want an explanation of 3.1.5 under Specifications: Vendor must provide a 3-year-NDB version warranty.
- A2: The warranty provided by either the vendor or the manufacturer must meet the standards of Next-Business-Day service/replacement of defective or malfunctioning hardware for a term of no less than three years, with options for renewal for the expected life of the product. Support will also include software replacement/upgrade/configuration support from the manufacturer or vendor. An example of this would be SmartNet support as provided by Cisco, or equivalent.

The bid opening will be May 15, 2013 at 1:30 pm.

No additional questions will be accepted on this RFQ.

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR61614

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

CitynotH, LLC
Company
[Signature]
Authorized Signature
5/15/13
Date

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

000004

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR61614

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Citynet, LLC

Company
2397

Authorized Signature
5/15/13

Date

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



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

Solicitation

NUMBER

COR61614

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

Citynet, LLC
100 Citynet Drive
Bridgeport, WV 26330

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV
25311

304-558-8045

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T
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DATE PRINTED

04/25/2013

BID OPENING DATE:

05/15/2013

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE NETWORK SWITCHES AND INTERFACE CONVERTERS, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. COR61614 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
7. WV96A AGREEMENT ADDENDUM FORM AND SOFTWARE AGREEMENT FORM						
0001	45	EA		205-16	\$5,019.90	\$225,895.50
NETWORK SWITCHES						
0002	65	EA		205-16	\$2,934.30	\$190,729.50
NETWORK SWITCHES						
SIGNATURE <i>[Signature]</i>				TELEPHONE	DATE	
Account Executive				3043915261	05/13/2013	
FERN 55-0780814				ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Solicitation

NUMBER

COR61614

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE

304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

Citynet, LLC
100 Citynet Dr.
Bridgeport, WV 26330

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV
25311

304-558-8045

DATE PRINTED

04/25/2013

BID OPENING DATE:

05/15/2013

BID OPENING TIME 01:30PM

BID OPENING DATE: 05/13/2013		BID OPENING TIME: 01:00 PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	220	EA		205-16	\$310.00	\$68,200.00
INTERFACE CONVERTERS						
***** THIS IS THE END OF RFQ COR61614 ***** TOTAL:						\$484,825.00

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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.

Question Submission Deadline: May 6, 2013 at 5:00 pm

Submit Questions to:

Tara Lyle, File 32

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
 ☐ Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

May 15, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "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: This Contract becomes effective on

and extends for a period of year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☒ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

[] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- [] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Corrections to establish a contract for the one time purchase of Cisco Catalyst 3560 v2 Series Network Switches, or equal and Cisco Gigabit Interface Converters (GBIC), or equal.
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 Cisco Catalyst 3560 v2 Series Network Switches, or equal, and Cisco Gigabit Interface Converter (GBIC), or equal.
 - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as COR61614.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-48PS-S, 48 Ethernet 10/100 ports with Power-Over-Ethernet (PoE) and 4 SFP-based Gigabit Ethernet ports: 1RU.
 - 3.1.2 Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-24PS-S, 24 Ethernet 10/100 ports with Power-Over-Ethernet (PoE) and 2 SFP-based Gigabit Ethernet ports: 1RU.
 - 3.1.3 Cisco Gigabit Interface Converter (GBIC), or equal, GLC-SX-MM.
 - 3.1.4 Must be Power-Over-Ethernet technology.
 - 3.1.5 Vendor must provide a 3-year-NDB version warranty.

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 grand total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by multiplying unit prices by the requested quantities to equal an extended price per item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor 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 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1409 Greenbrier Street, Charleston, WV 25311.

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

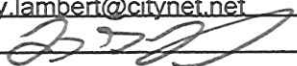
and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

COR61614 - Network Switches/Interface Converter

Item #	Description	Unit of Measure	Quantity	Unit Price	Extended Amount
3.1.1	Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-48PS-S	Each	45	\$5,019.90	\$225,895.50
3.1.2	Cisco Catalyst 3560 v2 Series, or equal, WS-C3560V2-24PS-S	Each	65	\$2,934.30	\$190,729.50
3.1.3	Cisco Gigabit Interface Converter, or equal GLC-SX-MM GBIC	Each	220	\$310.00	\$68,200.00
GRAND TOTAL					\$484,825.00

Bidder/Vendor Information:

Name:	Citynet, LLC
Address:	100 Citynet Dr.
	Bridgeport, WV 26330
Phone No.:	3043915261
Fax No.:	3048775410
Email Address:	larry.lambert@citynet.net
Authorized Signature	

Failure to use this form may result in disqualification

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Citynet, LLC

(Company)



(Authorized Signature)

Larry Lambert, Account Executive

(Representative Name, Title)

3043915261

(Phone Number)

(Fax Number)

05/13/2013

(Date)

RFQ No. COR61614STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Citynet LLC
Authorized Signature: [Signature] Date: 5/13/13

State of WEST VIRGINIA

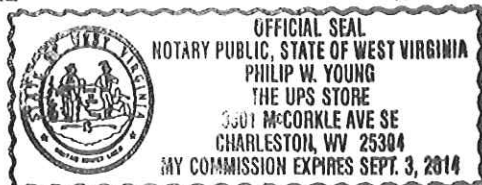
County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 13TH day of MAY, 2013.

My Commission expires 9/3, 2014

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Citynet, LLC

Signed: 

Date: 05/13/2013

Title: Account Executive

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Citynet, LLC

Signed: _____

Signed:  _____

Title: _____

Title: Account Executive

Date: _____

Date: 05/13/2013

ATTACHMENT
PURCHASE ORDER NO. _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed


Signature

5/13/13
Date

Account Executive

Title

Citynet, LLC

Company Name

Signature

Date

Title

Agency/Division



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

Solicitation

NUMBER

COR61614

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE

304-558-2544

*523114340

304-554-0550

CITYNET LLC

100 CITYNET DR

BRIDGEPORT WV 26330

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV

25311

304-558-8045

DATE PRINTED

05/07/2013

BID OPENING DATE:

05/15/2013

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 1						
0001	45	EA		205-16		
	NETWORK SWITCHES					
0002	65	EA		205-16		
	NETWORK SWITCHES					
0003	220	EA		205-16		
	INTERFACE CONVERTERS					
SIGNATURE						
TELEPHONE						
DATE						
TITLE						
FEIN						
ADDRESS CHANGES TO BE NOTED ABOVE						

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: COR61614
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as COR61614 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

The responses to vendor questions attached.

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

Terms and Conditions:

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

ATTACHMENT A

- Q1: In reviewing the Specifications I did not see whether the products were to be new or could they be used/refurbished?
- A1: GBIC's must be new, so that they have the full manufacturer's warranty available to them. Used or refurbished items will not be accepted for bid as many manufacturers will not honor warranties on issues caused by or related to used or refurbished parts. Warranty should be similar to what is requested for the switches were possible.
- Q2: I also want an explanation of 3.1.5 under Specifications: Vendor must provide a 3-year-NDB version warranty.
- A2: The warranty provided by either the vendor or the manufacturer must meet the standards of Next-Business-Day service/replacement of defective or malfunctioning hardware for a term of no less than three years, with options for renewal for the expected life of the product. Support will also include software replacement/upgrade/configuration support from the manufacturer or vendor. An example of this would be SmartNet support as provided by Cisco, or equivalent.

The bid opening will be May 15, 2013 at 1:30 pm.

No additional questions will be accepted on this RFQ.