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Header

 List View

General Information

[Contact](#)

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[Discount](#)


[Document Information](#)

Procurement Folder: 54842

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0210

Vendor ID: 000000219123 

SO Doc ID: ISC1500000007

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 11/20/14

Alias/DBA:

Close Date: 12/18/14

Total Bid: \$119,357.67

Close Time: 13:30

Response Date: 12/18/2014 

Status: Closed

Response Time: 11:02

Solicitation Description: One time purchase for network infrastructure hardware

Total of Header Attachments: 0

Total of All Attachments: 0



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

State Of West Virginia
Solicitation Response

Proc Folder : 54842

Solicitation Description : One time purchase for network infrastructure hardware

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2014-12-18 13:30:00	SR 0210 ESR12181400000001386	1

VENDOR

000000219123

POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1 WS-C4510RE-S8+96V+ "or Equal"	2.00000	EA	\$12,689.00	

Comm Code	Manufacturer	Specification	Model #
43201602			

Extended Description : 4510R+E Chassis Two WS-X4748-RJ45V+E Sup8-E or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.1.1 WS-X4748-RJ45V+E "or Equal"	4.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description : Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.1.2 WS-X45-SUP8-E "or Equal"	2.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : Catalyst 4500 E-Series Supervisor 8-E or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.1.3 C4500E-LB-IPB "or Equal"	2.00000	EA	\$3,778.11	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : LAN Base to IP Base license

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.1.4 CAB-CON-C4K-RJ45 "or Equal"	2.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : Console Cable 6ft with RJ-45-to-RJ-45

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.1.1.5 S45EUK9-S8-36E "or Equal"	2.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43232700			

Extended Description : CAT4500e SUP8e Universal Crypto Image

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.1.1.6 EW-JX-50SW "or Equal"	2.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43232700			

Extended Description : Key for Cisco EnergyWise Mgmt (JouleX) or Equal 45-day trial License

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	3.1.1.7 FNF-LC "or Equal"	2.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43232700			

Extended Description : 90 Day Full Trial of Lancope Stealthwatch+C10 or Equal up to 2000 fps

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	3.1.1.8 C4510RE-S8-DEFAULT "or Equal"	2.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	3.1.2 WS-X4748-RJ45V+E "or Equal"	11.00000	EA	\$3,615.11	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	3.1.3 WS-X45-SUP8-E/2 "or Equal"	2.00000	EA	\$7,773.11	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : Catalyst 4500 E-Series Redundant Supervisor 8-E or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	3.1.4 PWR-C45-6000ACV "or Equal"	2.00000	EA	\$1,725.11	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	3.1.5 PWR-C45-6000ACV/2 "or Equal"	2.00000	EA	\$1,725.11	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	3.1.6 CAB-L620P-C19-US "or Equal"	8.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : NEMA L6-20 to IEC-C19 14ft US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	3.1.7 CON-SNT-WS-C451R "or Equal"	2.00000	EA	\$2,345.98	

Comm Code	Manufacturer	Specification	Model #
81111803			

Extended Description : SmartNet 8x5xNBD 4510R+E "or Equal"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	3.1.7 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 2	2.00000	EA	\$2,345.98	

Comm Code	Manufacturer	Specification	Model #
81111803			

Extended Description : OPTIONAL RENEWAL YEAR 2: SmartNet 8x5xNBD 4510R+E "or Equal"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	3.1.7 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 3	2.00000	EA	\$2,345.98	

Comm Code	Manufacturer	Specification	Model #
81111803			

Extended Description : OPTIONAL RENEWAL YEAR 3: SmartNet 8x5xNBD 4510R+E "or Equal"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	3.1.7 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 4	2.00000	EA	\$2,345.98	

Comm Code	Manufacturer	Specification	Model #
81111803			

Extended Description : OPTIONAL RENEWAL YEAR 4: SmartNet 8x5xNBD 4510R+E "or Equal"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	3.2.1 VIC2-4FXO "or Equal"	1.00000	EA	\$332.64	

Comm Code	Manufacturer	Specification	Model #
43222612			

Extended Description : Four-port Voice Interface Card - FXO (Universal)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	3.2.2 PVDM3-192 "or Equal"	1.00000	EA	\$3,465.80	

Comm Code	Manufacturer	Specification	Model #
43222609			

Extended Description : 192-channel high-density voice and video DSP module

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	3.2.3 FL-CME-SRST-25 "or Equal"	1.00000	EA	\$245.70	

Comm Code	Manufacturer	Specification	Model #
43232700			

Extended Description : Communication Manager Express or SRST - 25 seat license

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	3.2.4 MEM-3900-2GB "or Equal"	1.00000	EA	\$264.60	

Comm Code	Manufacturer	Specification	Model #
43201402			

Extended Description : 2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	3.2.5 MEM-CF-1GB "or Equal"	1.00000	EA	\$302.40	

Comm Code	Manufacturer	Specification	Model #
43202005			

Extended Description : 1GB Compact Flash for Cisco 1900, 2900, 3900 ISR

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	3.2.6 VWIC3-2MFT-T1/E1 "or Equal"	1.00000	EA	\$831.60	

Comm Code	Manufacturer	Specification	Model #
43222609			

Extended Description : 2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	3.3.3 TRN-CLC-004 "or Equal"	50.00000	EA	\$0.00	

Comm Code	Manufacturer	Specification	Model #
86101607			

Extended Description :	1 Training Credits: Redeem W/Cisco Learning Partners
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
13 – Equipment

Proc Folder: 54842

Doc Description: One time purchase for network infrastructure hardware

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-20	2014-12-18 13:30:00	CRFQ 0210 ISC1500000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: Pomeroy IT Solutions
500 Westmoreland Office Park
Dunbar, WV 25064
Phone: (304) 746-4434
Fax: 1(866) 307-5674
Michelle Clark (linda.clark@pomeroy.com)

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN # 61-1352158

DATE 12-17-2014

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 WS-C4510RE-S8+96V+ "or Equal"	2.00000	EA	12,689.00	25,378.00

Comm Code	Manufacturer	Specification	Model # WS-C4510RE-S8+96V+
43201602	Cisco	4510R+E Chassis Two WS-X4748-RJ45V+E	

Extended Description :

4510R+E Chassis Two WS-X4748-RJ45V+E Sup8-E or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.1.1 WS-X4748-RJ45V+E "or Equal"	4.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # WS-X4748-RJ45V+E
43222612	Cisco	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	

Extended Description :

Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal

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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.1.2 WS-X45-SUP8-E "or Equal"	2.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # WS-X45-SUP8-E
43222600	Cisco	Catalyst 4500 E-Series Supervisor 8-E	

Extended Description :

Catalyst 4500 E-Series Supervisor 8-E or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.1.3 C4500E-LB-IPB "or Equal"	2.00000	EA	3,778.00	7,556.22

Comm Code	Manufacturer	Specification	Model # C4500E-LB-IPB
43222600	Cisco	Lan Base to IP Base license	

Extended Description :

LAN Base to IP Base license

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.1.4 CAB-CON-C4K-RJ45 "or Equal"	2.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # CAB-CON-C4K-RJ45
43222600	Cisco	Console Cable 6ft with RJ-45-to-RJ-45	

Extended Description :

Console Cable 6ft with RJ-45-to-RJ-45

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.1.5 S45EUK9-S8-36E "or Equal"	2.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # S45EUK9-S8-36E
43232700	Cisco	CAT4500e SUP8e Universal Crypto Image	

Extended Description :

CAT4500e SUP8e Universal Crypto Image

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.1.6 EW-JX-50SW "or Equal"	2.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # EW-JX-50SW
43232700	Cisco	Key for Cisco EnergyWise Mgmt (JouleX) or Equal 45-day trial License	

Extended Description :

Key for Cisco EnergyWise Mgmt (JouleX) or Equal 45-day trial License

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.1.7 FNF-LC "or Equal"	2.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # FNF-LC
43232700	Cisco	90 Day Full Trial of Lancope Stealthwatch+C10 or Equal up to 2000 fps	

Extended Description :

90 Day Full Trial of Lancope Stealthwatch+C10 or Equal up to 2000 fps

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.1.8 C4510RE-S8-DEFAULT "or Equal"	2.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # C4510RE-S8-DEFAULT
43222600	Cisco	Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle	

Extended Description :

Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	3.1.2 WS-X4748-RJ45V+E "or Equal"	11.00000	EA	3615.11	39,766.21

Comm Code	Manufacturer	Specification	Model # WS-X4748-RJ45V+E
43222600	Cisco	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45)	

Extended Description :

Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	3.1.3 WS-X45-SUP8-E/2 "or Equal"	2.00000	EA	7,773.11	15,546.22

Comm Code	Manufacturer	Specification	Model # WS-X45-SUP8-E/2
43222600	Cisco	Catalyst 4500 E-Series Redundant Supervisor 8-E	

Extended Description :

Catalyst 4500 E-Series Redundant Supervisor 8-E or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	3.1.4 PWR-C45-6000ACV "or Equal"	2.00000	EA	1,725.11	3,450.22

Comm Code	Manufacturer	Specification	Model # PWR-C45-6000ACV
43222600	Cisco	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	

Extended Description :

Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3.1.5 PWR-C45-6000ACV/2 "or Equal"	2.00000	EA	1725.11	3,450.22

Comm Code	Manufacturer	Specification	Model # PWR-C45-6000ACV/2
43222600	Cisco	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE)	

Extended Description :

Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3.1.6 CAB-L620P-C19-US "or Equal"	8.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # CAB-L620P-C19-US
43222600	Cisco	NEMA L6-20 to IEC-C19 14ft US	

Extended Description :

NEMA L6-20 to IEC-C19 14ft US

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	3.1.7 CON-SNT-WS-C451R "or Equal"	2.00000	EA	2,345.98	4,691.96

Comm Code	Manufacturer	Specification	Model # CON-SNT-WS-C451R
81111803	Cisco	SmartNet 8x5xNBD 4510R+E	

Extended Description :

SmartNet 8x5xNBD 4510R+E "or Equal"

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	3.1.7 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 2	2.00000	EA	2,345.98	4,691.96

Comm Code	Manufacturer	Specification	Model # CON-SNT-WS-C451R
81111803	Cisco	OPTIONAL RENEWAL YEAR 2: SmartNet 8x5xNBD 4510R+E	

Extended Description :

OPTIONAL RENEWAL YEAR 2: SmartNet 8x5xNBD 4510R+E "or Equal"

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3.1.7 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 3	2.00000	EA	2,345.98	4,691.96

Comm Code	Manufacturer	Specification	Model # CON-SNT-WS-C451R
81111803	Cisco	OPTIONAL RENEWAL YEAR 3: SmartNet 8x5xNBD 4510R+E	

Extended Description :

OPTIONAL RENEWAL YEAR 3: SmartNet 8x5xNBD 4510R+E "or Equal"

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	3.1.7 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 4	2.00000	EA	2,345.98	4,691.96

Comm Code	Manufacturer	Specification	Model # CON-SNT-WS-C451R
81111803	Cisco	OPTIONAL RENEWAL YEAR 4: SmartNet 8x5xNBD 4510R+E	

Extended Description :

OPTIONAL RENEWAL YEAR 4: SmartNet 8x5xNBD 4510R+E "or Equal"

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	3.2.1 VIC2-4FXO "or Equal"	1.00000	EA	332.64	332.64

Comm Code	Manufacturer	Specification	Model # VIC2-4FXO=
43222612	Cisco	Four-port Voice Interface Card - FXO (Universal)	

Extended Description :

Four-port Voice Interface Card - FXO (Universal)

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	3.2.2 PVDM3-192 "or Equal"	1.00000	EA	3,465.80	3,465.80

Comm Code	Manufacturer	Specification	Model # PVDM3-192
43222609	Cisco	192-channel high-density voice and video DSP module	

Extended Description :

192-channel high-density voice and video DSP module

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	3.2.3 FL-CME-SRST-25 "or Equal"	1.00000	EA	245.70	245.70

Comm Code	Manufacturer	Specification	Model # FL-CME-SRST-25
43232700	Cisco	Communication Manager Express or SRST - 25 seat license	

Extended Description :

Communication Manager Express or SRST - 25 seat license

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	3.2.4 MEM-3900-2GB "or Equal"	1.00000	EA	264.60	264.60

Comm Code	Manufacturer	Specification	Model # MEM-3900-2GB
43201402	Cisco	2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare	

Extended Description :

2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	3.2.5 MEM-CF-1GB "or Equal"	1.00000	EA	302.40	302.40

Comm Code	Manufacturer	Specification	Model # MEM-CF-1GB
43202005	Cisco	1GB Compact Flash for Cisco 1900, 2900, 3900 ISR	

Extended Description :

1GB Compact Flash for Cisco 1900, 2900, 3900 ISR

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	3.2.6 VWIC3-2MFT-T1/E1 "or Equal"	1.00000	EA	831.60	831.60

Comm Code	Manufacturer	Specification	Model # VWIC3-2MFT-T1/E1
43222609	Cisco	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	

Extended Description :

2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 21 - ARCH MOORE COMPLEX 109 ADAMS ST FAIRMONT WV 26554 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	3.3.3 TRN-CLC-004 "or Equal"	50.00000	EA	0.00	0.00

Comm Code	Manufacturer	Specification	Model # TRN-CLC-004
86101607	Cisco	1 Training Credits: Redeem W/Cisco Learning Partners	

Extended Description :

1 Training Credits: Redeem W/Cisco Learning Partners

ISC1500000007	Document Phase Final	Document Description One time purchase for network infrastructure hardware	Page 12 of 12
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A - Fairmont Consolidated Office Building - Network Hardware
Pricing Sheet

Line Item Number	Item Name	Description	Alternative Item SKU	Alternative Item Name and Description	Unit of Measure	Quantity	Unit Price	Extended Unit Price
3.1		Cisco Catalyst 4500E Series Chassis Bundle						
3.1.1	WS-C4510RE-S8+96V+ "or Equal"	4510R+E Chassis Two WS-X4748-RJ45V+E Sup8-E or Equal			Each	2	\$12,689.00	\$25,378.00
3.1.1.1	WS-X4748-RJ45V+E "or Equal"	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal			Each	4	\$0.00	\$0.00
3.1.1.2	WS-X45-SUP8-E "or Equal"	Catalyst 4500 E-Series Supervisor 8-E or Equal			Each	2	\$0.00	\$0.00
3.1.1.3	C4500E-LB-IPB "or Equal"	Lan Base to IP Base license			Each	2	\$3,778.11	\$7,556.22
3.1.1.4	CAB-CON-C4K-RJ45 "or Equal"	Console Cable 6ft with RJ-45-to-RJ-45			Each	2	\$0.00	\$0.00
3.1.1.5	S45EUK9-S8-36E "or Equal"	CAT4500e SUP8e Universal Crypto Image			Each	2	\$0.00	\$0.00
3.1.1.6	EW-JX-50SW "or Equal"	Key for Cisco EnergyWise Mgmt (JouleX) or Equal 45-day trial License			Each	2	\$0.00	\$0.00
3.1.1.7	FNFLC "or Equal"	90 Day Full Trial of Lancope Stealthwatch+C10 or Equal up to 2000 fps			Each	2	\$0.00	\$0.00
3.1.1.8	C4510RE-S8-DEFAULT "or Equal"	Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle or Equal			Each	2	\$0.00	\$0.00
3.1.2	WS-X4748-RJ45V+E "or Equal"	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal			Each	11	\$3,615.11	\$39,766.21
3.1.3	WS-X45-SUP8-E/2 "or Equal"	Catalyst 4500 E-Series Redundant Supervisor 8-E or Equal			Each	2	\$7,773.11	\$15,546.22
3.1.4	PWR-C45-6000ACV "or Equal"	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal			Each	2	\$1,725.11	\$3,450.22
3.1.5	PWR-C45-6000ACV/2 "or Equal"	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal			Each	2	\$1,725.11	\$3,450.22
3.1.6	CAB-L620P-C19-US "or Equal"	NEMA L6-20 to IEC-C19 14ft US			Each	8	\$0.00	\$0.00
3.1.7	CON-SNT-WS-C451R "or Equal"	SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	2	\$2,345.98	\$4,691.96
3.1.7	CON-SNT-WS-C451R "or Equal"	OPTIONAL RENEWAL YEAR 2: SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	2	\$2,345.98	\$4,691.96
3.1.7	CON-SNT-WS-C451R "or Equal"	OPTIONAL RENEWAL YEAR 3: SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	2	\$2,345.98	\$4,691.96
3.1.7	CON-SNT-WS-C451R "or Equal"	OPTIONAL RENEWAL YEAR 4: SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	2	\$2,345.98	\$4,691.96
3.2		Cisco Communication Manager Express Voice Communications Equipment						
3.2.1	VIC2-4FXO "or Equal"	Four-port Voice Interface Card - FXO (Universal)			Each	1	\$332.64	\$332.64
3.2.2	PVDM3-192 "or Equal"	192-channel high-density voice and video DSP module			Each	1	\$3,465.80	\$3,465.80
3.2.3	FL-CME-SRST-25 "or Equal"	Communication Manager Express or SRST - 25 seat license			Each	1	\$245.70	\$245.70
3.2.4	MEM-3900-2GB "or Equal"	2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare			Each	1	\$264.60	\$264.60
3.2.5	MEM-CF-1GB "or Equal"	1GB Compact Flash for Cisco 1900, 2900, 3900 ISR			Each	1	\$302.40	\$302.40
3.2.6	VVIC3-2MFT-T1/E1 "or Equal"	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1			Each	1	\$831.60	\$831.60
3.3		Training						
3.3.3	TRN-CLC-004 "or Equal"	1 Training Credits: Redeem W/Cisco Learning Partners			Each	50	\$0.00	\$0.00

Total Bid Price

\$119,357.67

Michelle [Signature] 12-17-2014
Pomeroy IT Solutions FEIN# 61-1352158

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pomeroy IT Solutions
(Company)

Michelle Clark, Inside Sales
(Authorized Signature) (Representative Name, Title)

Phone: (304) 746-4434 Fax: (866) 307-5674 12-17-2014
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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 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 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.

Pomeroy IT Solutions
Company

Muhelle
Authorized Signature

12-17-2014
Date

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

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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: Pomeroy IT Solutions

Signed: 

Date: 10-17-2014

Title: Inside Sales

STATE 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: Pomeroy IT Solutions

Authorized Signature: *Michelle [Signature]* Date: 12-17-2014

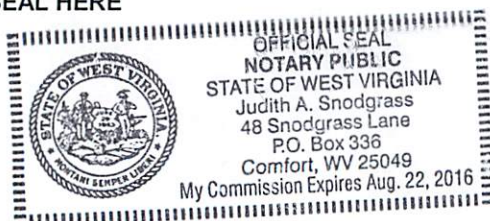
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17 day of Dec, 2014.

My Commission expires Aug 22, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC

Judith A. Snodgrass
Purchasing Affidavit (Revised 07/01/2012)

Bill To:

Guy Nisbet
 OFFICE OF TECHNOLOGY (ADMIN)
 1900 KANAWHA BLVD E,
 BLDG 5 10TH FLOOR
 Charleston, WV 25305

Phone: (304)558-2596

Email: guy.l.nisbet@wv.gov

Ship To:

Guy Nisbet
 DEPT OF ADMINISTRATION
 GENERAL SERVICES DIVISION,
 109 ADAMS ST,
 BLDG 21 - ARCH MOORE COMPLEX
 Fairmont, WV 26554

Phone: (304)558-2596

Srl	Mfr. Part	Description	Price	Qty.	Extended
*1	WS-C4510RE-S8+96V+	4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup8-E Mfr: Cisco	\$ 12,689.00	1	\$ 12,689.00
*2	CON-SNT-WS-C451R	SMARTNET 8X5XNBD 4510R+E Chassis, Two Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*3	CON-SNT-WS-C451R-ORY2	OPTIONAL RENEWAL YEAR 2: SmartNet 8x5xNBD 4510R+E Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*4	CON-SNT-WS-C451R-ORY3	OPTIONAL RENEWAL YEAR 3: SmartNet 8x5xNBD 4510R+E Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*5	CON-SNT-WS-C451R-ORY4	OPTIONAL RENEWAL YEAR 4: SmartNet 8x5xNBD 4510R+E Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*6	CAB-CON-C4K-RJ45	Console Cable 6ft with RJ-45-to-RJ-45 Mfr: Cisco	\$ 0.00	1	\$ 0.00
*7	S45EUK9-S8-36E	CAT4500e SUP8e Universal Crypto Image Mfr: Cisco	\$ 0.00	1	\$ 0.00
*8	C4K-SLOT-CVR-E	Catalyst 4500 E-Series Family Slot Cover Mfr: Cisco	\$ 0.00	1	\$ 0.00
*9	C4500E-LB-IPB	Lan Base to IP Base license Mfr: Cisco	\$ 3,778.11	1	\$ 3,778.11
*10	EW-JX-50SW	Key for Cisco EnergyWise Mgmt (JouleX) 45-day trial License Mfr: Cisco	\$ 0.00	1	\$ 0.00
11	FNF-LC	90 Day Full Trial of Lancope Stealthwatch+C10 or Equal up to 2000 fps Mfr: CISCO SYSTEMS, INC	\$ 0.00	1	\$ 0.00
*12	C4510RE-S8-DEFAULT	Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle Mfr: Cisco	\$ 0.00	1	\$ 0.00
*13	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 0.00	1	\$ 0.00
*14	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 0.00	1	\$ 0.00
*15	WS-X45-SUP8-E	Catalyst 4500 E-Series Supervisor 8-E Mfr: Cisco	\$ 0.00	1	\$ 0.00
*16	WS-X45-SUP8-E/2	Catalyst 4500 E-Series Redundant Supervisor 8-E Mfr: Cisco	\$ 7,773.11	1	\$ 7,773.11
*17	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*18	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11

Srl	Mfr. Part	Description	Price	Qty.	Extended
*19	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*20	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*21	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*22	PWR-C45-6000ACV	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) Mfr: Cisco	\$ 1,725.11	1	\$ 1,725.11
*23	CAB-L620P-C19-US	NEMA L6-20 to IEC-C19 14ft US Mfr: Cisco	\$ 0.00	4	\$ 0.00
*24	PWR-C45-6000ACV/2	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) Mfr: Cisco	\$ 1,725.11	1	\$ 1,725.11
*25	WS-C4510RE-S8+96V+	4510R+E Chassis, Two WS-X4748-RJ45V+E, Sup8-E Mfr: Cisco	\$ 12,689.00	1	\$ 12,689.00
*26	CON-SNT-WS-C451R	SMARTNET 8X5XNBD 4510R+E Chassis, Two Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*27	CON-SNT-WS-C451R-ORY2	OPTIONAL RENEWAL YEAR 2: SmartNet 8x5xNBD 4510R+E Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*28	CON-SNT-WS-C451R-ORY3	OPTIONAL RENEWAL YEAR 3: SmartNet 8x5xNBD 4510R+E Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*29	CON-SNT-WS-C451R-ORY4	OPTIONAL RENEWAL YEAR 4: SmartNet 8x5xNBD 4510R+E Mfr: Cisco	\$ 2,345.98	1	\$ 2,345.98
*30	CAB-CON-C4K-RJ45	Console Cable 6ft with RJ-45-to-RJ-45 Mfr: Cisco	\$ 0.00	1	\$ 0.00
*31	S45EUK9-S8-36E	CAT4500e SUP8e Universal Crypto Image Mfr: Cisco	\$ 0.00	1	\$ 0.00
*32	C4500E-LB-IPB	Lan Base to IP Base license Mfr: Cisco	\$ 3,778.11	1	\$ 3,778.11
*33	EW-JX-50SW	Key for Cisco EnergyWise Mgmt (JouleX) 45- day trial License Mfr: Cisco	\$ 0.00	1	\$ 0.00
34	FNF-LC	90 Day Full Trial of Lancopie Stealthwatch+C10 or Equal up to 2000 fps Mfr: CISCO SYSTEMS, INC	\$ 0.00	1	\$ 0.00
*35	C4510RE-S8-DEFAULT	Default WS-X45-SUP8-E with WS-X4748- RJ45V+E Bundle Mfr: Cisco	\$ 0.00	1	\$ 0.00
*36	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 0.00	1	\$ 0.00
*37	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 0.00	1	\$ 0.00
*38	WS-X45-SUP8-E	Catalyst 4500 E-Series Supervisor 8-E Mfr: Cisco	\$ 0.00	1	\$ 0.00
*39	WS-X45-SUP8-E/2	Catalyst 4500 E-Series Redundant Supervisor 8-E Mfr: Cisco	\$ 7,773.11	1	\$ 7,773.11

Srl	Mfr. Part	Description	Price	Qty.	Extended
*40	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*41	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*42	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*43	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*44	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*45	WS-X4748-RJ45V+E	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) Mfr: Cisco	\$ 3,615.11	1	\$ 3,615.11
*46	PWR-C45-6000ACV	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) Mfr: Cisco	\$ 1,725.11	1	\$ 1,725.11
*47	CAB-L620P-C19-US	NEMA L6-20 to IEC-C19 14ft US Mfr: Cisco	\$ 0.00	4	\$ 0.00
*48	PWR-C45-6000ACV/2	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) Mfr: Cisco	\$ 1,725.11	1	\$ 1,725.11
*49	VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal) Mfr: Cisco	\$ 332.64	1	\$ 332.64
*50	PVDM3-192=	192-channel high-density voice and video DSP module SPARE Mfr: Cisco	\$ 3,465.80	1	\$ 3,465.80
*51	FL-CME-SRST-25=	Communication Manager Express or SRST - 25 seat paper RTU Mfr: Cisco	\$ 245.70	1	\$ 245.70
*52	MEM-3900-2GB=	2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare Mfr: Cisco	\$ 264.60	1	\$ 264.60
*53	MEM-CF-1GB=	1GB Compact Flash for Cisco 1900, 2900, 3900 ISR Mfr: Cisco	\$ 302.40	1	\$ 302.40
*54	VVIC3-2MFT-T1/E1=	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 Mfr: Cisco	\$ 831.60	1	\$ 831.60
*55	TRN-CLC-004	Training Credits:Redeem W/Cisco Learning Partners Mfr: Cisco	\$ 0.00	50	\$ 0.00
	55 item(s)			Sub-Total	\$ 119,357.67
Freight:				\$ 0.00	
Tax @ 0%				\$ 0.00	
Total				\$ 119,357.67	
(*) Tax exempted Part(s)					

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Shipping Details and Delivery

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Dunbar, WV 25064
Phone: 304 746-4434 x5753


ISC1500000007

Number: **9111314**

Date: **12/17/2014**

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Michelle Clark 1.866.307.5674

Quote valid until: 01/16/2015

Payment Details

Company PO []

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Additional References

Customer Name

Sales Consultant

☐ Prepared by: Michelle Clark ☐ michelle.clark@pomeroy.com ☐ 304 746-4434 x5753



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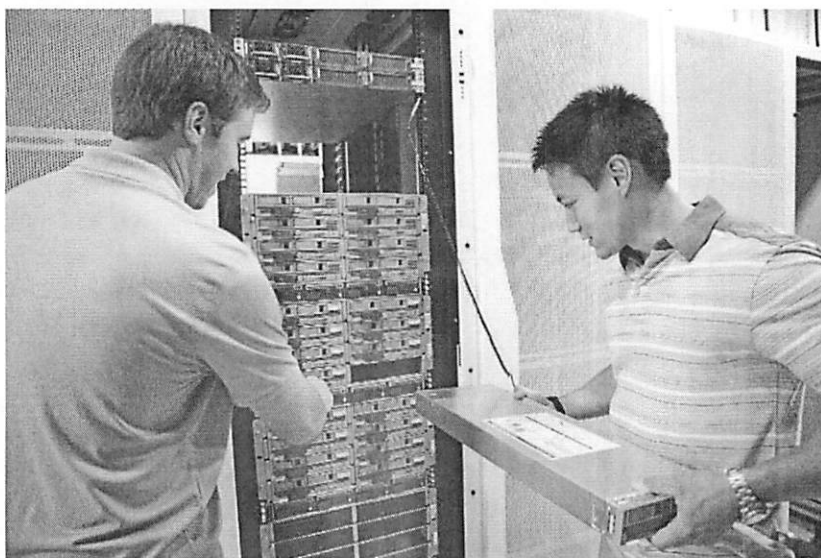
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78-3621-0150

Cisco SMARTnet and SMARTnet Onsite Services

Service Overview

Your network is the lifeline that connects your customers to goods and services. The effects of downtime can significantly decrease productivity, erode customer confidence, and result in lost revenue. SMARTnet helps you reduce downtime with fast, expert technical support, flexible hardware coverage, and smart, proactive device diagnostics with SMARTnet Service.



Features and Benefits

Cisco® SMARTnet® Service is essential to keeping your business functions available, secure, and operating at peak performance. Cisco SMARTnet offers:

- **Fast support from experts:** Get direct access to the Cisco Technical Assistance Center (TAC), which is staffed by thousands of Cisco professionals.
- **Online self-help support:** Gain access to extensive support resources 24 hours a day, 365 days a year through Cisco's online knowledge base, communities, resources, and tools. The table below (Cisco SMARTnet Service Resources) shows the support resources available with SMARTnet.
- **Ongoing OS updates and upgrades:** Within your licensed feature set, you get ongoing OS support for both minor and major OS releases.
- **Advance hardware replacement:** The right level of hardware support helps minimize downtime.
- **Smart, proactive diagnostics:** Cisco Smart Call Home is an optional, embedded feature that allows you to gain critical insight and immediate alerts on core network devices to help you quickly identify and resolve issues.

Table 1. Cisco SMARTnet Service Resources

24 Hours a Day, Every Day: The Cisco Support Experience	
<p>In addition to Cisco TAC phone support, Cisco SMARTnet Service includes access to a range of online self-help resources:</p> <ul style="list-style-type: none"> • Solve technical support issues online without opening a case • Quickly and easily access the latest security updates, patches, and fixes • Expand your experience and skills with technical support, tips, and advice from Cisco experts and other industry professionals 	
Resource	Features and Benefits
Cisco Support Website	Access Cisco's knowledge library, software download area and support tools, designed to help users resolve network issues quickly without opening a case.
Tools and Resources	<p>Instant access to troubleshooting and configuration tools, knowledgebase, software updates, and other personalized content:</p> <ul style="list-style-type: none"> • Software Research • Bug Search Tool • Error Message Decoder • Command Lookup tool • Output Interpreter
Document Access	<p>Extensive library of technical documents for Cisco and related equipment applications:</p> <ul style="list-style-type: none"> • Hardware and software documentation • Technical videos on demand • Webcasts and podcasts • White papers • Security advisories
Support Case Manager	<p>Submit and track your service requests online</p> <p>View Cisco TAC case history and resolution notes</p>
Support Community	<p>Online discussion forum for sharing questions, suggestions, and information with other professionals:</p> <ul style="list-style-type: none"> • Networking professional forums • Live web conferences • Ask the Expert: Live chat vents
Social Media	Connect with Cisco technical support using social media apps, including Facebook and Twitter

Cisco SMARTnet - More Than a Warranty

Companies sometimes think of warranties as an adequate defense against product problems. Cisco SMARTnet Service goes far beyond this to provide troubleshooting support, advanced hardware replacement options, and extensive self-help and knowledge transfer to empower your network operations and support staff. The following table compares warranty and SMARTnet support coverage.

Table 2. Comparison of Cisco SMARTnet Service and Warranty

	Equipment Covered	Duration	Hardware Replacement	Cisco OS Updates and Upgrades	Cisco TAC Support	Registered Access to cisco.com	Smart Call Home Diagnostics and Alerts
Cisco SMARTnet Service	All ¹	Renewable contracts	<p>Advance hardware replacement¹:</p> <ul style="list-style-type: none"> • 24x7x2 hour • 24x7x4 hour • 8x5x4 hour • 8x5xNBD 	Yes, updates within the licensed feature set ¹	Yes For life of contract	Yes	Yes ³

	Equipment Covered	Duration	Hardware Replacement	Cisco OS Updates and Upgrades	Cisco TAC Support	Registered Access to cisco.com	Smart Call Home Diagnostics and Alerts
Cisco Standard Hardware Warranty	All	<ul style="list-style-type: none"> Standard hardware: 90 days² Standard software: 90 days² 	Advance replacement (10 days) ¹	No ²	RMA support only after 90 days	No	No
<p>Some equipment exclusions might apply. Consult a service sales representative for more details.</p> <p>Some products come with different warranties. Please see http://www.cisco.com/go/warranty for more information.</p> <p>Smart Call Home is offered as an option.</p>							

Service Activities and Deliverables

Cisco TAC

When a network problem is affecting business-critical systems, experienced Cisco TAC technology experts, can help. Cisco TAC is staffed by Cisco professionals certified in a broad range of Cisco products, service provider architectures, and advanced technologies.

Provide 24x7x365 access to Cisco TAC to assist with product use, configuration and troubleshooting issues.

TAC response times are listed below:

- **Severity 1 and 2:** Cisco will respond within one hour
- **Severity 3 and 4:** Cisco will respond no later than one business day

Provides remote assistance (phone, fax, email) with regard to product use, configuration, and troubleshooting

Online Self Help Support

Provide access to Cisco Support Website which includes Cisco's extensive knowledge library, software downloads and support tools, designed to help users resolve network issues quickly without opening a case.

Manage problems according to the Cisco Severity and Escalation Guidelines, which can be viewed at:

http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Serverty_and_Escalation_Guidelines.pdf.

Access to cisco.com knowledgebase provides helpful technical and general information on Cisco products,

http://www.cisco.com/cisco/web/support/index.html#~shp_services.

Ongoing Software Updates and Upgrades

Provide OS software upgrades and updates for your licensed feature set. Software releases and any supporting documentation are available through cisco.com Software Central (<http://software.cisco.com/swcentral/home.html>).

Hardware Support Services

Protect your Cisco investment and improve business performance with Hardware Support Services. With our tailored service plans, you will enjoy the peace of mind that your hardware can support your ongoing business needs. Cisco offers multiple service levels with different shipment options, including advanced replacement, return to factory, and return-for-repair services

Table 3. Advanced Hardware Replacement

Service Level	Description
SMARTnet 24x7x2	2-hour response, 24 hours a day, 7 days per week, including holidays
SMARTnet 24x7x4	4-hour response, 24 hours a day, 7 days a week, including holidays
SMARTnet 8x5x4	Based on depot time, 4-hour response, 9:00 a.m. and 5:00 p.m., if the request is received before 1:00 p.m., the replacement will be delivered the same day. After 1:00 p.m., the replacement will be delivered in the morning of the next business day.
SMARTnet 8x5xNext Business Day	If available in your area, 4-hour response, 9:00 a.m. and 5:00 p.m., if the request is received before 3:00 p.m., the replacement will be delivered the next business day. After 3:00 p.m., the replacement will be shipped the following business day.

- **Return to Factory**

Customers are responsible for returning the defective unit to Cisco. Once the part is received, the new hardware is scheduled to ship 10 calendar days from the receipt date. Cisco will pay to ship the replacement, but customer is responsible for clearance (Duties and taxes). Standard turnaround is 10 days.

- **Return for Repair**

On select products, Cisco will repair, replace or exchange failed hardware. Additional charges may apply if Cisco determines the failed hardware is beyond repair or no problem is found.

- Cisco uses commercially reasonable efforts to repair and ship the repaired hardware within 30 days from the day Cisco received the hardware
- Cisco will confirm by email or fax when returned hardware is received under a return material authorization (RMA) number

On-Site Support

Cisco is committed to providing professional, informed, courteous, customer-focused support services in person at your location. SMARTnet Onsite service will install advance replacement parts.

- **SMARTnet Onsite 24x7x2:** 2-hour response for remedial hardware maintenance 24 hours a day, 7 days a week, including holidays
- **SMARTnet Onsite 24x7x4:** 4-hour response for remedial hardware maintenance 24 hours a day, 7 days a week, including holidays
- **SMARTnet Onsite 8x5x4:** 4-hour response for remedial hardware maintenance service between 9:00 a.m. and 5:00 p.m. depot time the same business day (including parts, labor, and materials). Cisco must confirm that the on-site service is necessary by 1:00 p.m. depot time.

Table 4. SMARTnet Hardware Replacement Services

Service Level	Description
SMARTnet Onsite 24x7x2	2-hour response, 24 hours a day, 7 days per week, including holidays
SMARTnet Onsite 24x7x4	4-hour response, 24 hours a day, 7 days a week, including holidays
SMARTnet Onsite 8x5x4	Based on depot time, 4-hour response, 9:00 a.m. and 5:00 p.m. if the request is received before 1:00 p.m., the service (including parts, labor, and materials) will be provided the same day.

Service Level	Description
SMARTnet Onsite 8x5xNextBusiness Day	<p>If available in your area,</p> <p>4-hour response, 9:00 a.m. and 5:00 p.m., if the request is received before 3:00 p.m., the service (including parts, labor, and materials) will be provided the next business day.</p> <p>After 3:00 p.m., the service (including parts, labor, and materials) will be provided the following business day.</p>

Smart, Proactive Diagnostics

Gain Critical Insight with Device Diagnostics

Smart Call Home is an optional service that provides proactive, detailed diagnostics and immediate alerts on core network devices. These diagnostics help you to quickly identify and resolve issues, conserving valuable staff time and improving network availability. Devices equipped with Smart Call Home technology can be enabled to continuously monitor their own health. Once enabled, this feature can notify you of potential issues using a secure, personalized web portal that contains messages, detailed diagnostics, and recommendations. If a serious problem arises, Smart Call Home can automatically generate a service request with Cisco TAC that is routed to the right team for your particular problem. Visit <http://www.cisco.com/go/smartcall> for more information and to see the latest list of Smart Call Home-capable Cisco devices.

Ordering Information

To place an order, go to [How to Buy](#). You can download software [here](#).

Table 5. Ordering Information

Service Description	Part Number
SMARTnet 24x7x2	S2P
SMARTnet 24x7x4	SNTP
SMARTnet 8x5x4	SNTE
SMARTnet 8x5xNext Business Day	SNT
SMARTnet Onsite 24x7x2	C2P
SMARTnet Onsite 24x7x4	C4P
SMARTnet Onsite 8x5x4	C4S
SMARTnet Onsite 8x5xNext Business Day	CS
SMARTnet Software and installation-focused TAC support only, no RMA or other TAC support	SW

Why Cisco Services?

Realize the full business value of your technology investments with smart, personalized, services from Cisco. Backed by deep networking expertise and a broad ecosystem of partners, Cisco Services enable you to successfully plan, build, and manage your network as a powerful business platform.

Today, the network is a strategic platform in a world that demands better integration between people, information, and ideas. The network works better when services, together with products, create solutions aligned with business needs and opportunities. Cisco Services make that happen.

For More Information

Use this section for a "call to action" message. Insert your product-specific content in the standard wording below. If there is no alias, delete the "or" and the alias blank, and add a period after "representative." "Local account representative" should be linked to an appropriate general rep page, if available. Consider directing data sheet readers to white papers, solution overviews, case studies, or other marketing materials.

For more information about the Cisco SMARTnet Service, visit

<http://www.cisco.com/web/services/portfolio/product-technical-support/smartnet/index.html> or contact your local account representative.




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

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at www.cisco.com/go/offices.

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Fairmont Consolidated Office Building Network

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the One-Time purchase of hardware, software, licensing, and support for the Fairmont Consolidated Office Building Network Hardware at 416 Adams Street, Fairmont, West Virginia.

The WVOT is pursuing a contract to purchase a quantity of Two (2) Cisco Catalyst 4500E Series Chassis or Equal chassis that offer high availability and wired and wireless convergence on a single platform. Each chassis shall support 1 + 1 redundant supervisor engines, redundant fans, software-based fault tolerance, and 1+1 power supply redundancy. In addition, each chassis shall provide at least 384 Switched 10/100/1000BASE-T Gigabit Ethernet with IEEE 802.3af at PoE/PoE+ ports and have 10 Gigabit Ethernet (GE) uplinks.

The procured equipment will be used to provide the network infrastructure for the State Consolidated Office Building located in Fairmont, West Virginia. The building will house several state agencies. The network equipment will be installed for the purpose of servicing the data and voice communication needs for the consolidated office tenants.

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 **“Cisco Catalyst”** is the brand name for a variety of network switches sold by Cisco Systems.

2.2 **“Contract Item”** means all hardware and all its associated hardware to complete an upgrade of the current Unified Communication Environment.

2.3 **“DSP module”** means Digital Signal Processor. Digital signal processor (DSP) resources are used to provide transcoding and conferencing services for Cisco Integrated Services Routers.

2.4 **“IEEE”** means the Institute of Electrical and Electronic Engineers. IEEE is a professional association dedicated to technological innovation and excellence. It is a leading standards development organization.

2.5 **“IEEE 802.3af”** means IEEE Power over Ethernet standard which provides up to 15.4 watts of direct current power.

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- 2.6 “IEEE 802.3at”** means IEEE Power over Ethernet Plus standard which provides up to 25.5 watts of direct current power.
- 2.7 “IP”** means Internet Protocol.
- 2.8 “ISR”** means Integrated Services Router. Cisco Integrated Services Routers (ISRs) are hardware devices that provide routing, switching, unified communications, security, and applications integration services.
- 2.9 “LAN”** means Local Area Network. A Local Area Network is a computer network that interconnects computers within a limited area such as an office building using network media.
- 2.10 “MFT”** means Multiflex Trunk (MFT). This hardware device is a flexible multiservice solution which supports multiple voice, data, and integrated voice/data applications.
- 2.11 “PoE”** means Power over Ethernet. Power over Ethernet or PoE describes any of several standardized or ad-hoc systems which pass electrical power along with data on Ethernet cabling. This allows a single Ethernet cable to provide both data connection and electrical power to devices such as VoIP phones, wireless access points, or IP cameras.
- 2.12 “Pricing Page”** means the pages contained in wvOASIS or attached as Exhibit “A” upon which Vendor should list its proposed price for the Contract Items
- 2.13 “PVDM”** means Packet Voice Digital Signal (PVDM). The Cisco High-Density Packet Voice Digital Signal Processor (DSP) Module (PVDM) enables Cisco Integrated Services Routers to provide high-density voice connectivity, conferencing, and transcoding capabilities in Cisco IP Communications solutions.
- 2.14 “RJ45”** means standardized physical network interface for connecting voice or data equipment.
- 2.15 “SMARTNet”** refers to Cisco SMARTnet service. Cisco SMARTnet Service is a technical support service that provides IT staff with direct, anytime access to Cisco experts and online self-help resources necessary in order to provide

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assistance with troubleshooting and resolving installation, configuration, operational, and upgrade issues with Cisco products.

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

2.17 “SRST” means Survivable Remote Site Telephony. SRST allows a router to act as a failover device for Cisco IP phones in the event their Cisco Unified Communications Manager (CUCM) system is unreachable.

GENERAL REQUIREMENTS:

- 3 Mandatory Contract Item Requirements:** Vendor shall provide Agency with the Contract Items and meet or exceed the mandatory requirements listed below:

3.1 Cisco Catalyst 4500E Series Chassis Bundle

3.1.1 Vendor must provide a quantity of two (2) Cisco Catalyst 4500E Series Chassis Bundle, item number **WS-C4510RE-S8+96V+** “or Equal”.

This 10 slot redundant hardware chassis allows for integrated resiliency including 1+1 supervisor engine redundancy, redundant fans, 1+1 power supply redundancy and software-based fault tolerance.

3.1.1.1 Total quantity of four (4) for Catalyst 4500E or Equal 48-Port line cards **WS-X4748-RJ45V+E** “or Equal”. This means the vendor must provide a quantity of two (2) in each chassis bundle.

3.1.1.2 Total quantity of two (2) for Supervisor Engine 8-E, **WS-X45-SUP8-E** “or Equal”. This means the vendor must provide a quantity of one (1) in each chassis bundle.

3.1.1.3 Total quantity of two (2) for LAN Base to IP Base license for Supervisor Engine, item (paper delivery) **C4500-LB-IPB** “or Equal”. This means the vendor must provide a quantity of one (1) in each chassis bundle.

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3.1.1.4 Total quantity of two (2) for console cables with a length of a minimum of 6 feet with RJ-45 to RJ-45, item **CAB-CON-C4K-RJ45** “or Equal”. This means the vendor must provide a quantity of one (1) in each chassis bundle.

3.1.1.5 Total quantity of two (2) for CAT4500e SUP8e Universal Cryptographic Image, Software release image for Catalyst 4500E Series or Equal switch, item **S45EUK9-S8-36E** “or Equal”. This means the vendor must provide a quantity of one (1) in each chassis bundle.

3.1.1.6 Total quantity of two (2) for keys for a Cisco Energy Wise Management (JouleX) 45-day trial software license, item **EW-JX-50SW** “or Equal”. This means the vendor must provide a quantity of one (1) in each chassis bundle.

A. This software monitors all data center and distributed office devices and the management of all PoE enabled devices.

3.1.1.7 Total quantity of two (2) for a 90 day full trial of Lancope Stealthwatch+C10 up to 2000 fps, item **FNF-LC** “or Equal”. This means the vendor must provide a quantity of one (1) in each chassis bundle.

A. This software collects and analyzes Cisco NetFlow “or Equal” for network security, performance, forensics and compliance

3.1.1.8 Total quantity of two (2) for no upgrade from default bundle configuration, item **C4510RE-S8-DEFAULT** “or Equal”. This means the vendor must provide a quantity of one (1) in each chassis bundle.

3.1.2 Eleven (11) Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) line cards, item **WS-X4748-RJ45V+E** “or Equal”

3.1.3 Two (2) Catalyst 4500 E-Series Redundant Supervisor 8-E, item **WS-X45-SUP8-E/2** “or Equal”; The supervisor engine offers:

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- 3.1.3.1 A minimum of 928 Gigabits per second wired switching capacity with 250 million packets per second throughput
- 3.1.3.2 A minimum of 20 Gigabits of wireless termination capacity
- 3.1.3.3 A minimum of eight (8) nonblocking 10 Gigabit Ethernet uplinks
- 3.1.3.4 A minimum of 384 ports of nonblocking 10/100/1000
- 3.1.3.5 Power over Ethernet Plus on all ports in a line card simultaneously
- 3.1.3.6 IP version 6 support
- 3.1.3.7 Scalable routing (IP version 4, IP version 6, and multicast) tables and Layer 2 tables
- 3.1.3.8 Scalable and dynamic allocation of access-control list and quality of service entries
- 3.1.3.9 Network virtualization
- 3.1.3.10 Virtual switching system
- 3.1.4 Two (2) Catalyst 4500 6000 Watts (W), Alternating Current (AC) dual input Power Supply (Data + PoE), item **PWR-C45-6000ACV** “or Equal”
- 3.1.5 Two (2) Catalyst 4500 6000W AC dual input Power Supply (Data + PoE), item **PWR-C45-6000ACV/2** “or Equal”
- 3.1.6 Eight (8) NEMA (National Electrical Manufacturers Association) L6-20 to IEC (International Electrotechnical Commission)-C19 14 feet US accessory cable, item **CAB-L620P-C19-US** “or Equal”

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3.1.7 Two (2) SMARTnet® 8x5xNBD “or Equal” (next business day) extended service, item **CON-SNT-WS-C451R** “or Equal”, for item **WS-C4510RE-S8+96V+**

3.1.7.1 SMARTnet® service 8x5xNBD “or Equal” must include 36 months of maintenance service with the following features:

1. 24-hours a day, 7 days a week global access to the Cisco TAC for telephone support for troubleshooting technical and configuration issues.
2. Unrestricted access to the extensive Cisco.com resources, communities, tools, software updates, patches, and upgrades to ensure the equipment is operating effectively and efficiently at all times
3. Next-business-day (NBD) advance hardware replacement Cisco equipment covered by SMARTNet 8x5xNBD must ship a replacement within the Next Business Day after failure to resolve technical issues using telephone support. Replacement part must be received between the hours of 8:00AM through 5:00PM Eastern Standard Time, Monday through Friday excluding State and Federal holidays and weekends.
4. Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional sequential Annual renewals will be initiated by agency request agreed to by the vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

3.1.8 Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. This information will be required before Purchase Order is issued.

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- 3.1.9** Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. This information will be required before Purchase Order is issued.

3.2 Cisco Communication Manager Express Voice Communications Equipment

- 3.2.1** One (1) Four Port Voice Interface Card – Foreign Exchange Office (FXO) (Universal), item **VIC2-4FXO** “or Equal”
- 3.2.2** One (1) 192-channel high-density voice and video DSP module. Item **PVDM3-192** “or Equal”
- 3.2.3** One (1) Communication Manager Express or SRST - 25 count license, item **FL-CME-SRST-25** “or Equal”
- 3.2.4** One (1) 2GB Dynamic random access memory (DRAM) (1 dual in-line memory (DIMM) module) for Cisco 3925/3945 ISR, Spare, item **MEM-3900-2GB** “or Equal”
- 3.2.5** One (1) 1GB Compact Flash for Cisco 1900, 2900, 3900 ISR, item **MEM-CF-1GB** “or Equal”
- 3.2.6** One (1) 2-Port 3rd Generation Multiflex Trunk Voice/WAN (Wide Area Network) Interface Card - T1/E1, item **VWIC3-2MFT-T1/E1** “or Equal”
- 3.2.7** Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. This information will be required before Purchase Order is issued.
- 3.2.8** Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this

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solicitation. This information will be required before Purchase Order is issued.

3.3 Training

- 3.3.1** Fifty (50) 1 Training Credits for redemption with Cisco Learning Partners, item **TRN-CLC-004** “or Equal”

4. CONTRACT AWARD:

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

Evaluation for Award will be the Total Bid Price for all items requested.

Award will be the Total Bid Price minus (Section 3.17). Optional Renewal Years 2 through 4.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

- 4.2 Pricing Page:** Vendor should complete the Pricing Page and submit it as part of the bid response. 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.

- 4.2.1** If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission.

- 4.2.2** Vendor will include the renewal cost should the agency opt to renew SMARTnet or Equal Services and Software Support Services for years 2, 3, and 4. Vendor should complete the Pricing Section in its’ entirety as failure to do so may result in Vendor’s bids being disqualified.

- 4.2.3** Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available or as an electronic document as Exhibit “A” to prevent errors in the evaluation.

5. PAYMENT:

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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 as soon as possible but no later than 30 calendar days after receiving a purchase order or notice to proceed. Due to the new construction and overall scheduling at the site, shipping contact must be confirmed with WVOT at the time of contract award. Contract Items must be delivered to Agency at

State of WV – Fairmont Consolidated Building
416 Adams Street
Attention: WVOT Personnel
Fairmont, WV 26554

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

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be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

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

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

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

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

- ☒ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within thirty (30) calendar days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional three (3) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed thirty-six months in total. Automatic renewal of this Contract is prohibited.

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

- ☐ **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 Award Document 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 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 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.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders 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. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **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.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____
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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.
- 34. 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.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. 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.

41. 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.

42. 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:
- c. 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

- d. 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.

43. 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.