



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

State of West Virginia
 Request for Quotation

Proc Folder: 53744

Doc Description: ADDENDUM NO. 1 (50) CISCO NETWORK SWITCHES OR EQUAL

Proc Type: Central Purchase Order

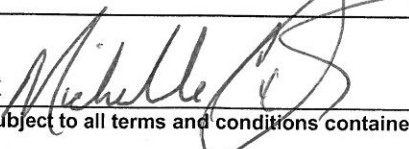
Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-19	2015-02-24 13:30:00	CRFQ 0506 WIC1500000002	2

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: 866.307.5674
 Michelle Clark, Inside Sales
 Linda.clark@pomeroy.com

02/24/15 12:18:02
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Gregory Clay
 (304) 558-2566
 gregory.c.clay@wv.gov

Signature X  FEIN # 61-1352158 DATE 02/24/2015
 All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES 350 CAPITOL ST, RM 519 CHARLESTON WV25301-3717 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES 350 CAPITOL ST, RM 519 CHARLESTON WV 25301-3717 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK SWITCHES 24 GIG	45.00000	EA	\$1709.90	\$76,945.50

Comm Code	Manufacturer	Specification	Model #
43222612	Cisco	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base - Catalyst 2960-X FlexStack Plus Stacking Module	WS-C2960X-24PS-L / C2960X-STACK

Extended Description :

Network device that filters, forwards, and floods frames based on the destination address of each frame. The switch operates at the data link layer of the OSI model.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	NETWORK SWITCHES 48 GIG	5.00000	EA	\$3,034.20	\$15,171.00

Comm Code	Manufacturer	Specification	Model #
43222612	Cisco	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base - Catalyst 2960-X FlexStack Plus Stacking Module	WS-C2960X-48FPS-L / C2960X-STACK

Extended Description :

Network device that filters, forwards, and floods frames based on the destination address of each frame. The switch operates at the data link layer of the OSI model.

WIC1500000002	Document Phase Final	Document Description ADDENDUM NO. 1 (50) CISCO NETW ORK SWITCHES OR EQUAL	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
45 – 24 port network switches and 5 – 48 port switches (total of 50 network switches)
CRFQ 0506 WIC150000002

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Bureau for Public Health, Office of Nutrition Services to establish a contract for the one time purchase of cisco network switches or equal for fifty of their field offices.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means (45) Cisco catalyst 2960S 24 port network switches or equal, and (5) Cisco Catalyst 2960S 48 port network switches or equal (total of 50 switches) and associated hardware as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Contract Item #1 Quantity-45 – 24 Port Gigabit Ethernet Switch**
 - 3.1.1.1 Switch must have a minimum of 24 10/100/1000 PoE (.af + .at) auto-sensing, auto negotiating MDI/MDI-X RJ45 ports.
 - 3.1.1.2 Switch must support a minimum of two one gigabit SFP connections.
 - 3.1.1.3 Switch must have a minimum of two dedicated stacking ports and include a stacking cable to connect to an adjacent switch.
 - 3.1.1.4 Switch must provide IEEE 802.3at-compliant PoE+ with a total POE budget of a minimum of 370 Watts.
 - 3.1.1.5 Switch must support the Automatic discovery and deployment of VoIP services and VLAN assignment using the following

REQUEST FOR QUOTATION
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CRFQ 0506 WIC150000002

protocols; Cisco Discovery Protocol (CDP), IWWW 802.1AB-LLDP, and ANSI/TIA-1057 – LLDP-MED or equal.

3.1.1.6 Switch must have a manufacturer provided lifetime warranty that includes next business day hardware replacement, and firmware/operating system software updates for a minimum of 5 years after the end of sale announcement for the device.

3.1.2 Contract Item #2 Quantity (5) – 48 Port Gigabit Ethernet Switch

3.1.2.1 Switch must have minimum 48 10/100/1000 PoE (.af + .at) auto-sensing, auto negotiating MDI/MDI-X RJ45 ports.

3.1.2.2 Switch must support a minimum of two one gigabit SFP connections.

3.1.2.3 Switch must have a minimum of two dedicated stacking ports and include a stacking cable to connect to an adjacent switch.

3.1.2.4 Switch must provide IEEE 802.3at-compliant PoE+ with a total POE budget of a minimum of 740 Watts.

3.1.2.5 Switch must support the Automatic discovery and deployment of VoIP services and VLAN assignment using the following protocols; Cisco Discovery Protocol (CDP), IEEE 802.1AB – LLDP, and ANSI/TIA-1057 –LLDP-MED or equal.

3.1.2.6 Switch must have a manufacturer provided warranty that includes next business day hardware replacement, and firmware/operating system software updates for a minimum of 5 years after the end-of-sale announcement for the device.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete their bid by providing a Unit Price for Commodity Lines on the Request for Quotation. If responding to the Request for Quotation on paper, vendors should also provide a Total Price for each Commodity line by multiplying their bid Unit Price by the listed

REQUEST FOR QUOTATION
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Quantity (Qty.) for each line. Vendor should provide bids for all commodity lines, as failure to do so may result in Vendor's bid being disqualified.

Vendor should electronically enter the information into the Pricing Pages through wvOasis, if available, or as an electronic document. In most cases, the vendor can request an electronic copy of the Pricing pages for bid purposes by sending an email request to the following address: Gregory.C.Clay@wv.gov

(Note: there are no separate, electronic Pricing Pages for this solicitation. Vendors responding on paper should use the printed Request for Quotation document.)

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Office of Nutrition Services, WIC Program, Attention; Betsy Chapman, Room 519, 350 Capitol Street, Charleston, West Virginia 25301.

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

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

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

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WIC150000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

Michelle [Signature]
Authorized Signature

02/24/2015
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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: (800) 307-5674 02/24/2015
(Phone Number) (Fax Number) (Date)

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: 02/24/2015

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 exceed 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: 02/24/2015

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 24 day of February, 2015

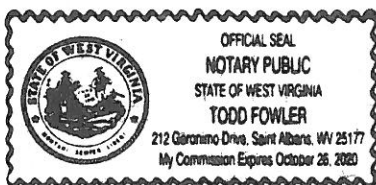
My Commission expires October 26, 2020

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



Bill To:
Gregory Clay
WV DHHR
BPH - NUTRITION SERVICES,
350 CAPITOL ST, RM 519
CHARLESTON, WV 25301

Phone: (304)558-2566
Email: gregory.c.clay@wv.gov

Ship To:
Gregory Clay
WV DHHR
BPH - NUTRITION SERVICES,
350 CAPITOL ST, RM 519
CHARLESTON, WV 25301

Phone: (304)558-2566

Srl	Mfr. Part	Description	Price	Qty.	Extended
*1	WS-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base Mfr: Cisco	\$ 1,244.45	45	\$ 56,000.25
*2	CAB-16AWG-AC	AC Power cord, 16AWG Mfr: Cisco	\$ 0.00	45	\$ 0.00
*3	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module Mfr: Cisco	\$ 465.45	45	\$ 20,945.25
*4	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable Mfr: Cisco	\$ 0.00	45	\$ 0.00
*5	WS-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base Mfr: Cisco	\$ 2,568.75	5	\$ 12,843.75
*6	CAB-16AWG-AC	AC Power cord, 16AWG Mfr: Cisco	\$ 0.00	5	\$ 0.00
*7	C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module Mfr: Cisco	\$ 465.45	5	\$ 2,327.25
*8	CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable Mfr: Cisco	\$ 0.00	5	\$ 0.00
8 item(s)					
					Sub-Total \$ 92,116.50
					Freight: \$ 0.00
					Tax @ 0% \$ 0.00
					Total \$ 92,116.50

(*) Tax exempted Part(s)

Terms and Conditions

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation. The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written policy. <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?PageId=3186>

Quote valid until: 03/26/2015

Payment Details

Company PO []
Payment Term Due upon Receipt

Additional References

Customer Name
Sales Consultant

Shipping Details and Delivery

Shipping Via BEST GND

Michelle Clark
Vendor Signature
FEIN# 61-1352158

Purchase Orders can be faxed to:
Michelle Clark 1.866.307.5674

POMEROY
infrastructure. optimized.™

WIC150000002
2019 Washington Street, East
Charleston, WV 25305

Attn: Greg Clay
Bid Opening: 02/24/2015 @ 1:30 pm