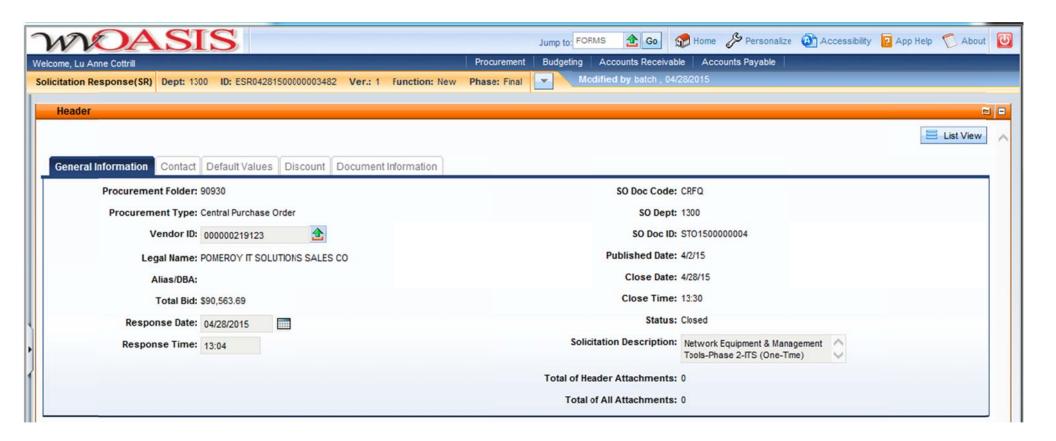


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





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

State of West Virginia Solicitation Response

Proc Folder: 90930

Solicitation Description: Network Equipment & Management Tools-Phase 2-ITS (One-Time)

Proc Type: Central Purchase Order

| Date issued | Solicitation Closes | Solicitation No | Version |
|-------------|---------------------|------------------------------|---------|
| | 2015-04-28 | SR 1300 ESR04281500000003482 | 1 |
| | 13:30:00 | | |

VENDOR

000000219123

POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468 laura.e.hooper@wv.gov

Signature X FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|-----------------------|-----------------------|-----------------------------|------------------|------------------------------|---|
| 1 | Network Access Switch | 6.00000 | EA | \$2,478.30 | \$14,869.80 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 43222612 | | | | | |
| Extended Des | Extreme Network, | or equal, stackable, PoE | switch. Parti | # B5G124-48P2 | |
| Line | Comm Ln Desc | Qty 2.00000 | Unit Issue | Unit Price \$3,718.49 | Ln Total Or Contract Amount \$7,436.98 |
| | Network Access Switch | 2.00000 | EA | \$3,7 16.49 | Φ1 ,430.96 |
| Comm Code 43222612 | Manufacturer | Specification | | Model # | |
| | | | | | |
| Line | Comm Ln Desc | 2.00000 | Unit Issue EA | Unit Price \$82.68 | Ln Total Or Contract Amount \$165.36 |
| 3 | Network cable | 2.00000 | LA | φ02.00 | ψ103.30 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 26121609 | | орожност | | | |
| Extended Des | Extreme Networks | s, or equal, Short stacking | g cables; B & | C series compatib | ole. Part# STK-CAB-SHORT |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 4 | Network cable | 2.00000 | EA | \$103.35 | \$206.70 |
| | | | | | |
| Comm Code | Manufacturer | Specification | | Model # | |
| Comm Code 26121609 | Manufacturer | Specification | | Model # | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|--------------|---------------------------------------|--------------------|------------------|------------------------|---|
| 5 | Transceivers and media converters | 2.00000 | EA | \$723.45 | \$1,446.90 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 43201553 | | | | | |
| Extended Des | scription : Extreme Networks, or equa | al, transceiver; P | art# 10GB-LI | RM-SFPP | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | 11 11 12 12 | |
| Line 6 | Comm Ln Desc | Qty 2.00000 | Unit Issue EA | Unit Price \$204.63 | Ln Total Or Contract Amount \$409.26 |
| | Transceivers and media converters | 2.00000 | LA | Ψ207.00 | ψ τ 03.20 |
| Comm Code | Manufacturer | Specification | | Model # | |
| 43201553 | | | | | |
| Extended Des | scription : Extreme Networks, or equ | al, Transceiver, F | Part# MGBIC | -LC01 | |
| | | | | | |
| | | | | | |
| | L | | | | |
| | | | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 7 | Transceivers and media converters | 6.00000 | EA | \$411.32 | \$2,467.92 |
| | | | | | |
| Comm Code | Manufacturer | Specification | | Model # | |
| 43201553 | | | | | |
| Extended Des | scription: Extreme Networks, or equa | al, Transceiver, F | Part# MGBIC | -LC09 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 8 | Network routers | 1.00000 | EA | \$5,578.78 | \$5,578.78 |
| | | | | | |
| Comm Code | Manufacturer | Specification | | Model # | |
| 43222609 | | | | | |
| Extended Des | scription : Extreme Networks, or equ | al. Core Router: | Part# S3-CH | ASSIS-POFA | |
| Extended Dec | Extromo retworks, or equi | ar, coro redutor, | 1 411/1 00 01 11 | 100101 0271 | |
| | | | | | |
| | | | | | |

| Line | Comm Ln I | Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|-----------------------|-------------|--|------------------------------|------------------|----------------------------|---|
| 9 | Power sup | oply units | 4.00000 | EA | \$659.37 | \$2,637.48 |
| Comm Code | Mai | nufacturer | Specification | | Model # | |
| 39121004 | | | | | | |
| Extended Des | cription : | Extreme Networks, o | or equal, power supply | units; Part# \$ | S-AC-PS | |
| Line | Comm Ln I | Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 10 | Chassis co | omponents | 2.00000 | EA | \$7,439.05 | \$14,878.10 |
| Comm Code 43201600 | Mai | nufacturer | Specification | | Model # | |
| 43201000 | | | or equal, I/O Module Sy | | | |
| Line | Comm Ln I | Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
| 11 | Chassis co | omponents | 2.00000 | EA | \$2,685.01 | \$5,370.02 |
| Comm Code | Mai | nufacturer | Specification | | Model # | |
| 43201600 | | | | | | |
| Extended Des | cription : | Extreme Networks, of Part# SOK2208-010 | or equal, I/O Module Sy 4 | vstem - 48 Pc | orts. | |
| | | | | | | |
| Line 12 | Comm Ln I | | Qty 6.00000 | Unit Issue EA | Unit Price \$277.12 | Ln Total Or Contract Amount \$1,662.72 |
| 14 | vvireless a | ccess point | 6.0000 | | φ∠ιι.۱∠ | ψ1,002.12 |
| Comm Code 43222640 | Ма | nufacturer | Specification | | Model # | |
| Extended Des | cription : | Extreme Networks, o | or equal, wireless acces | ss points; Par | rt# WS-AP3825i | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-----------------------------|---------|------------|------------|-----------------------------|
| 13 | Network management software | 1.00000 | UNIT | \$4,958.68 | \$4,958.68 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 43232800 | | | | |

Extreme Networks/Enterasys NetSight Advanced Upgrade License (from 10 to 25). Part# NMS-25-UPG

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------------------|---------|------------|-------------|-----------------------------|
| 14 | Training workshop service | 1.00000 | UNIT | \$12,201.11 | \$12,201.11 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 86132201 | | | | |

Extended Description:

Enterasys Service, or equal, 5-pack education unit package to include on-site or in-class curriculum training

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|------------|-----------------------------|
| 15 | Network connectivity installation devices and equipment | 24.00000 | HOUR | \$125.00 | \$3,000.00 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 43223300 | | | | |

Extended Description:

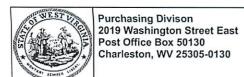
Professional Service Hours - up to 24 hours of assistance for the installation and configuration of equipment

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|---------|------------|-------------|-----------------------------|
| 16 | Technical support or help desk services | 1.00000 | JOB | \$13,273.88 | \$13,273.88 |

| Comm Code | Manufacturer | Specification | Model # | |
|-----------|--------------|---------------|---------|--|
| 81111811 | | | | |

Extended Description:

Technical support to include 24x7 telephone support, web support, firmware updates/upgrades and NBD parts replacement



State of West Virginia Request for Quotation

_

Proc Folder: 90930

Doc Description: Network Equipment & Management Tools-Phase 2-ITS (One-Time)

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2015-04-02
 2015-04-28 13:30:00
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 1300
 STO1500000004
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BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

VENDOR

US

Vendor Name, Address and Telephone Number:

Pomeroy IT Solutions Sales Company, Inc.

500 Westmoreland Office Park

Dunbar, WV 25064 Phone: 304.746.4434 Fax: 866.307.5674

FOR INFORMATION CONTACT THE BUYER

Laura E Hooper (304) 558-0468 laura.e.hooper@wv.gov

Signature X Kill glog

FEIN # 61-1352158

DATE 4/28/15

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

| INVOICE TO | | SHIP TO | |
|---|------------------|---|-----------------------------|
| WEST VIRGINIA STATE 1 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERVIC WEST VIRGINIA STATE TRE 7300 MACCORKLE AVE SE | EASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| US | | US | |

| Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|-----------------------|---------|------------|-------------|--------------|
| Network Access Switch | 6.00000 | EA | \$ 2,478.30 | \$ 14,869.80 |
| | | | | 0.00000 |

| Comm Code | Manufacturer | Specification | Model # B5G124-48P2 |
|-----------|-----------------------|---|---------------------|
| 43222612 | EXTREME NETWORKS, INC | B5 48PT 10/100/1000 POE 4 SFP COMBO PTS | |

Extreme Network, or equal, stackable, PoE switch. Part# B5G124-48P2

| INVOICE TO | | SHIP TO | |
|---|------------------|---|------------------------------|
| WEST VIRGINIA STATE T 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERVI WEST VIRGINIA STATE TI 7300 MACCORKLE AVE SI | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| US | | US | |

| Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|-----------------------|---------|------------|--|--|
| Network Access Switch | 2.00000 | EA | \$ 3,718.49 | \$ 7,436.98 |
| | | | and the state of t | and the second s |

| Comm Code | Manufacturer | Specification | Model # | C5G124-48P2 |
|-----------|-----------------------|-----------------------|-----------------|-------------|
| 43222612 | EXTREME NETWORKS, INC | C5 48PT 10/100/1000 F | POE 4 SFP COMBO | PTS |

Extended Description:

Extreme Network, or equal, stackable, PoE switch

| INVOICE TO | | SHIP TO | |
|---|------------------|--|------------------------------|
| WEST VIRGINIA STATE T 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |

| omm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|--------------|---------|------------|---|-------------|
| etwork cable | 2.00000 | EA | \$ 82.68 | \$ 165.36 |
| | | | and office of the state of the | diff ince |

| Comm Code | Manufacturer | Specification | Model # | STK-CAB-SHORT |
|-----------|-----------------------|-------------------------|---------|---------------|
| 26121609 | EXTREME NETWORKS, INC | B5/C5 30CM STACKING CBL | | |

Extreme Networks, or equal, Short stacking cables; B & C series compatible. Part# STK-CAB-SHORT

| INVOICE TO | | SHIP TO | |
|---|------------------|--|------------------------------|
| WEST VIRGINIA STATE T 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------|---------|------------|------------|-------------|
| 4 | Network cable | 2.00000 | EA | \$ 103.35 | \$ 206.70 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # | STK-CAB-LONG |
|-----------|-----------------------|-----------------------|---------|--------------|
| 26121609 | EXTREME NETWORKS, INC | B5/C5 1M STACKING CBL | | |

Extended Description:

Extreme Networks, or equal, Long stacking cables; B & C series compatible. Part# STK-CAB-LONG

| INVOICE TO | | SHIP TO | |
|--|---------------|--|------------------------------|
| WEST VIRGINIA STATE TREA 322 70TH ST SE | SURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------------|---------|------------|------------|-------------|
| 5 | Transceivers and media converters | 2.00000 | EA | \$ 723.45 | \$ 1,446.90 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # 10GB-LRM-SFPP |
|-----------|-----------------------|--------------------|-------------------------|
| 43201553 | EXTREME NETWORKS, INC | 10GB MMF 1310NM SI | HORT WAVE LENGTH 220M L |

Extended Description:

Extreme Networks, or equal, transceiver; Part# 10GB-LRM-SFPP

| INVOICE TO | | SHIP TO | |
|---|------------------|--|-------------------------------|
| WEST VIRGINIA STATE T 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | TREASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------------|---------|------------|------------|-------------|
| 6 | Transceivers and media converters | 2.00000 | EA | \$ 204.63 | \$ 409.26 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # MGBIC-LC01 |
|-----------|-----------------------|---------------------|--------------------|
| 43201553 | EXTREME NETWORKS, INC | 1000BSX MINI GBIC W | |

Extreme Networks, or equal, Transceiver, Part# MGBIC-LC01

| INVOICE TO | | SHIP TO | |
|--|------------------|---|------------------------------|
| WEST VIRGINIA STATE TI 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE TI 7300 MACCORKLE AVE S | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |

| Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|-----------------------------------|---------|------------|------------|--|
| Transceivers and media converters | 6.00000 | EA | \$ 411.32 | \$ 2,467.92 |
| _ | | | T | Transceivers and media converters 6.00000 EA \$ 411.22 |

| Comm Code | Manufacturer | Specification | Model # MGBIC-LC09 |
|-----------|-----------------------|---------------------|--------------------|
| 43201553 | EXTREME NETWORKS, INC | 1000BLX MINI GBIC W | / LC CONN |

Extended Description:

Extreme Networks, or equal, Transceiver, Part# MGBIC-LC09

| INVOICE TO | | SHIP TO | |
|---|---------|--|-------------------------------|
| WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE | | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | TREASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------|---------|------------|-------------|-------------|
| 8 | Network routers | 1.00000 | EA | \$ 5,578.78 | \$ 5,578.78 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # S3-CHASSIS-POEA |
|-----------|-----------------------|---------------------|-------------------------|
| 43222609 | EXTREME NETWORKS, INC | S-SERIES S3 CHAS FA | AN TRAY 4BAY POE P/S |

Extreme Networks, or equal, Core Router; Part# S3-CHASSIS-POEA

| INVOICE TO | | SHIP TO | |
|---|------------------|--|-------------------------------|
| WEST VIRGINIA STATE T 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | TREASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|---------|------------|------------|-------------|
| 9 | Power supply units | 4.00000 | EA | \$ 659.37 | \$ 2,637.48 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # S-AC-PS |
|-----------|-----------------------|---------------------|----------------------|
| 39121004 | EXTREME NETWORKS, INC | S-SERIES AC P/S 20A | 1200/1600W FOR S3/S4 |

Extended Description:

Extreme Networks, or equal, power supply units; Part# S-AC-PS

| INVOICE TO | | SHIP TO | |
|---------------------------------------|-------------------|--|------------------|
| WEST VIRGINIA STATE 322 70TH ST SE | TREASURERS OFFICE | MANAGER OFFICE SERVICES WEST VIRGINIA STATE TREASURERS OFF 7300 MACCORKLE AVE SE | FICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON WV 2 | 25304 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|---------|------------|-------------|--------------|
| 10 | Chassis components | 2.00000 | EA | \$ 7,439.05 | \$ 14,878.10 |

| Comm Code | Manufacturer | Specification | Model # ST4106-0248 |
|-----------|-----------------------|---------------------|------------------------|
| 43201600 | EXTREME NETWORKS, INC | S-SERIES I/O ACCESS | S MOD 48PTS 1000BTX PO |

Extended Description:

Extreme Networks, or equal, I/O Module System - 48 Ports. Part# ST4106-0248

| INVOICE TO | | SHIP TO | |
|---|------------------|--|------------------------------|
| WEST VIRGINIA STATE T 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|---------|------------|-------------|-------------|
| 11 | Chassis components | 2.00000 | EA | \$ 2,685.01 | \$ 5,370.02 |
| | | | | | |

| Comm Code | Manufacturer | Specification | Model # SOK2208-0104 |
|-----------|-----------------------|-------------------|----------------------|
| 43201600 | EXTREME NETWORKS, INC | S SERIES OPTION M | OD TYPE1 4PT 10GBASE |

Extreme Networks, or equal, I/O Module System - 48 Ports. Part# SOK2208-0104

| INVOICE TO | | SHIP TO | |
|---------------------|-------------------|--|-------------------------------|
| WEST VIRGINIA STATE | TREASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE T 7300 MACCORKLE AVE S | FREASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------|---------|------------|------------|-------------|
| 12 | Wireless access point | 6.00000 | EA | \$ 277.12 | \$ 1,662.72 |

| Comm Code | Manufacturer | Specification | Model # WS-AP3825I |
|-----------|-----------------------|----------------------|--------------------|
| 43222640 | EXTREME NETWORKS, INC | DUAL RADIO 11AC / 11 | |

Extended Description:

Extreme Networks, or equal, wireless access points; Part# WS-AP3825i

| INVOICE TO | | SHIP TO | 医一种 医二次元素 美国大学 网络美国大学 |
|--|------------------|---|-------------------------------|
| WEST VIRGINIA STATE TO 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERV WEST VIRGINIA STATE 7300 MACCORKLE AVE S | TREASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------|---------|------------|-------------|-------------|
| 13 | Network management software | 1.00000 | UNIT | \$ 4,958.68 | \$ 4,958.68 |

| Comm Code | Manufacturer | Specification | Model # NMS-25-UG |
|-----------|-----------------------|----------------------|-------------------|
| 43232800 | EXTREME NETWORKS, INC | UPG NMS-10 TO NMS-25 | |

Extreme Networks/Enterasys NetSight Advanced Upgrade License (from 10 to 25). Part# NMS-25-UPG

| INVOICE TO | SHIP TO |
|--|---|
| WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE | MANAGER OFFICE SERVICES WEST VIRGINIA STATE TREASURERS OFFICE - WAREHOUSE 7300 MACCORKLE AVE SE |
| CHARLESTON WV25304 | CHARLESTON WV 25304 |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------|---------|------------|--------------|--------------|
| 14 | Training workshop service | 1.00000 | UNIT | \$ 12,201.11 | \$ 12,201.11 |

| Manufacturer | Specification | Model # PS-ESU-5 | |
|-----------------------|-------------------|------------------|--|
| EXTREME NETWORKS, INC | SERVICE UNITS 5PK | | |
| | | | |

Extended Description:

Enterasys Service, or equal, 5-pack education unit package to include on-site or in-class curriculum training

| INVOICE TO | | SHIP TO | |
|---------------------|-------------------|--|------------------------------|
| WEST VIRGINIA STATE | TREASURERS OFFICE | MANAGER OFFICE SERVI WEST VIRGINIA STATE TI 7300 MACCORKLE AVE S | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| us | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 15 | Network connectivity installation devices and equipment | 24.00000 | HOUR | \$ 125.00 | \$ 3,000.00 |

| Comm Code | Manufacturer | Specification | Model # | TSV-030-0300 |
|-----------|--------------|----------------------|---------------|--------------|
| 43223300 | POMEROY | Advanced Technologie | s Block Hours | |

Extended Description:

Professional Service Hours - up to 24 hours of assistance for the installation and configuration of equipment

| INVOICE TO | | SHIP TO | |
|------------------------------------|------------------|---|------------------------------|
| WEST VIRGINIA STATE 322 70TH ST SE | REASURERS OFFICE | MANAGER OFFICE SERVICE WEST VIRGINIA STATE TR 7300 MACCORKLE AVE SE | REASURERS OFFICE - WAREHOUSE |
| CHARLESTON | WV25304 | CHARLESTON | WV 25304 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|-------------|-------------|
| 16 | Technical support or help desk services | 1.00000 | JOB | \$13,273.88 | \$13,273.88 |

| Comm Code | Manufacturer | Specification | Model # Pomeroy Quote# 9119126 Lines: 9,12,13,15,16 & 19 |
|-----------|-----------------------|---------------------------|--|
| 81111811 | EXTREME NETWORKS, INC | Pomeroy Quote# 9119126 | |
| | EXTREME NETWORKS, INC | Lines: 9,12,13,15,16 & 19 | |

Technical support to include 24x7 telephone support, web support, firmware updates/upgrades and NBD parts replacement

Pomeroy Quote# 9119126 - Lines: 9,12,13,15,16 & 19

- Line# 9: 97004-H30498 TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD / 3yrs (S3-CHASSIS-POEA) \$2,493.21
- Line# 12: 97004-H30588 TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD / 3yrs (ST4106-0248) \$3,137.07
- Line# 13: 97004-H30588 TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD / 3yrs (ST4106-0248) \$3,137.07
- Line# 15: 97004-H30549- TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD / 3yrs (SOK2208-0104) \$1,410.99
- Line# 16: 97004-H30549- TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD / 3yrs (SOK2208-0104) \$1,410.99
- Line# 19: 97003-S20127- TAC 24X7X365 E-SUP DELIVERY 3yr / 3yrs (NMS-25-UG) \$ 1,684.55

| | Document Phase | Document Description | Page 9 | |
|---------------|----------------|---------------------------------|--------|--|
| STO1500000004 | Final | Network Equipment & Manage ment | of 9 | |
| | | Tools-Phase 2-ITS (One-Time) | | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 |
| | 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 |
| | 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. |
| İ | 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
- 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.

office.

| | BID BOND: All Vendors shall furnish a bid bond in the amount of five percen (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. Or 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. |
| Any bone repla | ieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the dor may provide certified checks, cashier's checks, or irrevocable letters of credit. certified check, cashier's check, or irrevocable letter of credit provided in lieu of a d must be of the same amount and delivered on the same schedule as the bond it aces. A letter of credit submitted in lieu of a performance and labor/material payment d will only be allowed for projects under \$100,000. Personal or business checks are 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. |
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| | | 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. |
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| | | |
| | | 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. |
| | comply | ERS' COMPENSATION INSURANCE: The apparent successful Vendor shall with laws relating to workers compensation, shall maintain workers' compensation see when required, and shall furnish proof of workers' compensation insurance upon |
| | lowest beforfeited purpose, needless Purchasicheck parties with and | ATION BOND: The Director reserves the right to require any Vendor that files a of an award to submit a litigation bond in the amount equal to one percent of the oid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be if the hearing officer determines that the protest was filed for frivolous or improper including but not limited to, the purpose of harassing, causing unnecessary delay, or expense for the Agency. All litigation bonds shall be made payable to the ing Division. In lieu of a bond, the protester may submit a cashier's check or certified ayable to the Purchasing Division. Cashier's or certified checks will be deposited held by the State Treasurer's office. If it is determined that the protest has not been frivolous or improper purpose, the bond or deposit shall be returned in its entirety. |
| | | PATED DAMAGES: Vendor shall pay liquidated damages in the amount of |
| | or | |
|] | This clau | ise shall in no way be considered exclusive and shall not limit the State or Agency's |
| ľ | igni to b | oursue 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 heath, 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.

CERTIFICATIONAND 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.

(Company)

(Authorized Signature) (Representative Name, Title)

304-946-4434 x 5768 4/28/2015

(Phone Number) (Fax Number) (Date)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV State Treasurer's Office ("STO") to establish a contract for the one time purchase of certain Extreme Networks, or equal, networking equipment, managing tools and related support.
- 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 all products, parts, related software licenses and warranty support as requested that is more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "NBD" means Next Business Day response time for maintenance and support requests.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below. All items must be new; agency will not accept used/refurbished equipment.
 - 3.1.1 Eight (8) Network Access Switches
 - 3.1.1.1 Six (6) Extreme Networks, model/part# B5G124-48P2 layer 3, stackable, PoE switch, or equal.
 - 3.1.1.2 Two (2) Extreme Networks, model/part # C5G124-48P2 layer 3, stackable, PoE switch, or equal.
 - 3.1.1.3 Total active ports per switch 48; with 10/100/1000 PoE (.at + .af) RJ45 ports, (4) combo SFP ports, (2) dedicated high-speed stacking ports and external RPS connector, or equal.
 - 3.1.1.4 Two (2) Extreme Networks Stacking cables for switches B and C series compatible; 30 CM cable, part# STK-CAB-SHORT, or equal.

- 3.1.1.5 Two (2) Extreme Networks Stacking cables for switches B and C series compatible; 1 M cable, part# STK-CAB-LONG, or equal.
- 3.1.1.6 Must have a minimum of standard manufacturer warranty for these items.

3.1.2 Ten (10) Transceivers

- 3.1.2.1 Two (2) Extreme Networks, model/part# 10GB-LRM-SFPP, 10 Gb, 10GBASE-LRM, IEEE 802.3 MM, 1310 nm Long Wave Length, 220 M, LC SFP+, or equal.
- 3.1.2.2 Two (2) Extreme Networks, model/part# MGBIC-LC01, 1 Gb, 1000Base-SX, IEEE 802.3 MM, 850 nm Short Wave Length, 220/550 M, LC SFP, or equal.
- 3.1.2.3 Six (6) Extreme Networks, model/part# MGBIC-LC09, 1 Gb, 1000Base-LX, IEEE 802.3 SM, 1310 nm Long Wave Length, 10 Km, LC SFP, or equal.
- 3.1.2.4 Must have a minimum of standard manufacturer warranty for these items.

3.1.3 One (1) Core Router

- 3.1.3.1 One (1) Extreme Networks, model/part# S3-CHASSIS-POEA, S-Series S3 Chassis(A) and fan tray with 4 bay POE subsystem (System and POE power supplies ordered separately), or equal.
- 3.1.3.2 Four (4) Power Supplies, Extreme Networks, model/part# S-AC-PS, S-Series AC power supply, 20A, 100-240VAC input, (1200/1600W) (For use w/ S3/S4/S6/S8), or equal.
- 3.1.3.3 Two (2) Extreme Networks, model/part# ST4106-0248, S-Series S130 Class I/O Module -48 Ports; with 10/100/1000BASE-T via RJ45 with PoE (802.3at) and one Type1 option slot (Used in S3/S4/S6/S8), or equal.
- 3.1.3.4 Two (2) Extreme Networks model/part# SOK2208-0104, S-Series Option Module (Type1) 4 Ports 10GBASE-X via SFP+ (Compatible with Type1 & Type2 option slots).
- 3.1.3.5 Three (3) year warranty on all of the above items which shall include 24x7 technical support by phone, web support, firmware updates/upgrades and NBD advance replacement of parts.

3.1.4 Six (6) Wireless Access Points

- 3.1.4.1 Extreme Networks model/part# WS-AP3825i; Dual radio 11ac / 11abgn 3x3:3 MIMO indoor Access Point with integrated antennas and 2xE/N active/active data ports (requires V9 or higher controller already installed on premise), or equal.
- 3.1.4.2 Must have a minimum standard manufacturer warranty for these items.

3.1.5 One (1) NetSight Advanced License Upgrade

- 3.1.5.1 Extreme Networks/Enterasys NetSight Advanced upgrade license, part# NMS-25-UPG, Upgrade existing NMS-10 license to NMS-25 license, or equal.
- 3.1.5.2 Three (3) years Software Application Service to include 24x7 technical support by phone, web support, major/minor/maintenance updates and upgrades.

3.1.6 One (1) Service/Education Package

3.1.6.1 Enterasys Service Units, part# PS-ESU-5; 5-pack education unit package to include on-site or in-class curriculum training, or equal.

3.1.7 Professional Service Hours

3.1.7.1 Twenty four (24) professional services hours to assist with installation and configuration of equipment.

3.1.8 Maintenance and Support

- 3.1.8.1 Support shall include 24x7 telephone support, web support, firmware updates/upgrades and NBD parts replacement service shipped directly to the STO's central receiving location at 7300 MacCorkle Ave., S.E., Charleston, WV 25304.
- 3.1.8.2 Vendor shall provide a written notice if it, through the STO, replaces equipment with another like item that is not being returned to the STO.
 - 3.1.8.2.a At a minimum, the replacement item notice shall include the equipment removal date, part identification/serial number of the replaced item(s) and replacement items, and the in-service date of the replacement item(s).

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 Page.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by inserting the cost for each line item, even if that cost will be 'zero' dollars to affirm your ability to offer the product 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.

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

If Vendor is responding electronically in wvOasis, the Price is to be entered for each commodity line, which is in the same order as the attached Pricing Page (Exhibit A). This assists with the evaluation and helps to prevent errors.

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 (thirty) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at its central receiving location/warehouse: 7300 MacCorkle Ave., SE, Charleston, WV 25304. Delivery times must be between 7am and 3pm, Monday through Friday excepting recognized state holidays in which case all state offices are closed.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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.

EXHIBIT A – PRICING PAGE CRFQ#_STO1500000004

Per Section 3.1.1- Stackable Switch Units (8 total)

| Part Number | Item/Description | Oty | Price Each | Ext. Price |
|---------------------|--|-----|---------------|---------------|
| B5G124-48P2 layer 3 | Extreme Networks, or equal, 48 active ports, Stackable Switch (10/11/1000 PoE (.at + .af), RJ45 ports, (4) combo SFP ports 2 dedicated high-speed stacking ports and external RPS connector) | 6 | \$ 2,478.30 | \$ 14,869.80 |
| C5G124-48P2 layer 3 | Extreme Networks, or equal, 48 active ports, Stackable Switch (10/11/1000 PoE (.at + .af), RJ45 ports, (4) combo SFP ports 2 dedicated high-speed stacking ports and external RPS connector) | 2 | \$ 3,718.49 | \$ 7,436.98 |
| STK-CAB-SHORT | Extreme Networks, or equal, Short Stacking Cable for switch, B and C Series compatible; 30 CM cable | 2 | \$ 82.68 | \$ 165.36 |
| STK-CAB-LONG | Extreme Networks, or equal, Long Stacking Cable for switch, B and C Series compatible; 1 M cable | 2 | \$ 103.35 | \$ 206.70 |
| | *Must have a minimum standard manufacturer warranty for these items* | | | |

Per Section 3.1.2- Transceiver Units (10 total)

| Part Number | Item/Description | Qty | Price Each | Ext <u>Price</u> |
|---------------|--|-----|---------------|---------------------|
| 10GB-LRM-SFPP | Extreme Networks, or equal, 10 Gb, Transceiver; 10GBASE-LRM, IEEE 802.3 MM, 1310 nm Long Wave Length, 220 M, LC SFP+ | 2 | \$ 723.45 | \$ 1,446.90 |
| MGBIC-LC01 | Extreme Networks, or equal, 1 Gb Transceiver; 1000Base-SX, IEE 802.3 MM, 850 nm Short Wave Length, 220/550 M, LC SFP | 2 | \$ 204.63 | \$ 409.26 |

Template Revised 10/27/2014

| 802.3 MM, 1310 nm Long Wave Length, 10Km, LC SFP | MGBIC-LC09 | Extreme Networks, or equal, 1 Gb Transceiver; 1000Base-LX, IEE 802.3 MM, 1310 nm Long Wave Length, 10Km, LC SFP | 6 | |
|--|------------|---|---|--|
|--|------------|---|---|--|

* Must have a minimum standard manufacturer warranty for these items*

Per Section 3.1.3—Core Router Unit (1 total)

| Part Number | Item/Description | Oty | Price Each | Ext <u>Price</u> |
|---|--|-----|---------------|---------------------|
| S3-CHASSIS-POEA | Extreme Networks, or equal, S-Series S3 Chassis(A) and fan tray Wotj 4 bay POE subsystem (does not include POE power or system) | 1 | \$ 5,578.78 | \$ 5,578.78 |
| S-AC-PS | Extreme Networks, or equal, AC power supply; 20A, 100-240VAC input, (1200/1600W); for use w/ S3/S4/S6/S8 | 4 | \$ 659.37 | \$ 2,637.48 |
| ST4106-0248 | Extreme Networks, or equal, S-Series S130 Class I/O Module-48 ports 10/100/1000BASE-T via RJ45with PoE (082.3at) and one Type1 option slot; for use w/ S3/S4/S6/S8 | 2 | \$ 7,439.05 | \$ 14,878.10 |
| SOK2208-0104 | Extreme Networks, or equal, S-Series Option Module (Type 1) 4 ports with 10GBASE-X via SFP+ (compatible with Type1 & Type2 option slots) | 2 | \$2,685.01 | \$ 5370.02 |
| Pomeroy Quote# 9119126 Lines: 9,12,13,15 &16 | Three (3) year warranty on Router, System and Power Supply Units to include 24x7 technical support by phone, web support, firmware updates/upgrades and NBD advance replacement of parts | 2 | \$ 5,794.67 | \$11,589.33 |

Per Section 3.1.4 – Wireless Access Points (6 total)

| | | | Price | Ext |
|-------------|--|-----|-----------|-------------|
| Part Number | Item/Description | Oty | Each | Price |
| WS-AP3825i | Extreme Networks, or equal, Dual radio 11ac/11abgn 3x3:3 | 6 | \$ 277.12 | \$ 1,662.72 |

Template Revised 10/27/2014

MIMO indoor access point with integrated antennas and 2xE/N active /active data ports (requires V9 or higher controller – already installed on premise)

Per Section 3.1.5 - NetSight Advanced License Upgrade (1 unit)

| Part Number | Item/Description | Qty | Price Each | Ext <u>Price</u> |
|------------------------------------|--|-----|---------------|---------------------|
| NMS-25-UPG | Extreme Networks/Enterasys NetSight Advanced Upgrade License (Upgrading existing NMS-10 license to NMS—25 license) | 1 | \$ 4,958.68 | \$ 4,958.68 |
| Pomeroy Quote# 9119126 Line: 19 | Three (3) years Software Application Service to include 24x7 technical support by phone, web support, major/minor/maintenance updates and upgrades | 1 | \$ 1,684.55 | \$ 1,684.55 |

Per Section 3.1.6 – Service/Education Package (5-pack unit)

| Part Number | Item/Description | Otv | Price Each | Ext Price |
|-------------|--|-----|---------------|---------------|
| PS-ESU-5 | Enterasys Service Units, or equal, 5-pack education unit package | 1 | \$ 12,201.11 | \$ 12,201.11 |
| | to include on-site or in-class curriculum training | | • | ¥ 1.2,24 1111 |

Per Section 3.1.7 – Professional Service Hours (24 hours)

| | | | Price | Ext |
|-------------|---|-----|-----------|-------------|
| Part Number | Item/Description | Oty | Each | Price |
| n/a | Twenty-four (24) professional service hours to assist with installation | 24 | \$ 125.00 | \$ 3,000.00 |
| | and configuration of equipment | | , | • -, |

^{*} Must have a minimum standard manufacturer warranty for these items *

| Per Section 3.1.8 – Maintenance and Support | | | | . |
|---|--|-----|---------------|--------------|
| Part Number | Item/Description | Otv | Price Each | Ext Price |
| Pomeroy Quote# 9119126 Lines: 9,12,13,15,16 & 19 | 3.1.8.1 Support shall include 24x7 telephone support, web support, Next Business Day (NBD) parts replacement shipped to WV STO | | See A | |
| | The Level of Support shall be the same for items as stated above whether it be the standard manufacturer's warranty or the three-year warranty on certain items. | | | |
| | 3.1.8.2 Vendor shall provide a written notice if it, through the STO, replaces equipment with another like item that is <u>not</u> being returned to the STO. Replacement notice shall include, at a minimum, the equipment removal date, part identification/serial number of the replaced item(s) and replacement items, and the in-service date of the replacement item(s). | | | |

TOTAL COST \$ 90,563.69

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. |
| requiren against s | nderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sted from any unpaid balance on the contract or purchase order. |
| the requi | hission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and less the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential. |
| and acc | enalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true urate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate sturing the term of the contract, Bidder will notify the Purchasing Division in writing immediately. |
| Bidder:_ | Panery IT Solutions Signed: |
| Date: | 4/18/2015 Title: 155 |

| RFQ No. | |
|---------|--|
| | |

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: Power IT Sultans

Authorized Signature: Date: 4/28/15

State of West Angura

County of Angura

County of Angura

Taken, subscribed, and sworn to before me this day of Angura

My Commission expires April 10

AFFIX SEAL HERE

OFFICIAL SEAL

NOTARY PUBLIC

STATE OF WEST VIRIGINA

Judith A. Snodgrass
48 Snodgrass Lane
P.O. Box 336

Ry Commission Expires Aug. 22, 2016

My Commission Expires Aug. 22, 2016

My Commission Expires Aug. 22, 2016

OMEROY POMEROY infrastructure. optimized."

500 Westmoreland Office Park Dunbar, WV 25064 Phone: 800-227-8798 - 5753 Fax: 866-307-

STO1500000004

Number: 9119126

Date: 04/28/2015

Bill To: Laura Hooper WV State Treasurer's Office 322 70th Street, SE Charleston, WV 25304

Phone: (304)558-0468 Email: laura.e.hooper@wv.gov

Ship To: Laura Hooper WV State Treasurer's Office Manager Office Services-WH, 7300 MacCorkle Ave, SE Charleston, WV 25304

| Srl | Mfr. Part | Description | Price | Qty. | Extended |
|-----|-----------------|---|--------------|-----------|--------------|
| *1 | 10GB-LRM-SFPP | 10GB MMF 1310NM SHORT WAVE LENGTH 220M L Mfr: EXTREME NETWORKS, INC* | \$ 723.45 | 2 | \$ 1,446.90 |
| *2 | B5G124-48P2 | B5 48PT 10/100/1000 POE 4 SFP COMBO PTS Mfr: EXTREME NETWORKS, INC* | \$ 2,478.30 | 6 | \$ 14,869.80 |
| *3 | C5G124-48P2 | C5 48PT 10/100/1000 POE 4 SFP COMBO PTS Mfr: EXTREME NETWORKS, INC* | \$ 3,718.49 | 2 | \$ 7,436.98 |
| *4 | MGBIC-LC01 | 1000BSX MINI GBIC W/ LC CONN Mfr: EXTREME NETWORKS, INC* | \$ 204.63 | 2 | \$ 409.26 |
| *5 | MGBIC-LC09 | 1000BLX MINI GBIC W/ LC CONN Mfr: EXTREME NETWORKS, INC* | \$ 411.32 | 6 | \$ 2,467.92 |
| *6 | NMS-25-UG | UPG NMS-10 TO NMS-25 Mfr: EXTREME NETWORKS, INC* | \$ 4,958.68 | 1 | \$ 4,958.68 |
| *7 | S-AC-PS | S-SERIES AC P/S 20A 1200/1600W FOR S3/S4 Mfr: EXTREME NETWORKS, INC* | \$ 659.37 | 4 | \$ 2,637.48 |
| *8 | ST4106-0248 | S-SERIES I/O ACCESS MOD 48PTS 1000BTX PO Mfr: EXTREME NETWORKS, INC* | \$ 7,439.05 | 2 | \$ 14,878.10 |
| *9 | STK-CAB-LONG | B5/C5 1M STACKING CBL Mfr: EXTREME NETWORKS, INC* | \$ 103.35 | 2 | \$ 206.70 |
| *10 | STK-CAB-SHORT | B5/C5 30CM STACKING CBL Mfr: EXTREME NETWORKS, INC* | \$ 82.68 | 2 | \$ 165.36 |
| *11 | SOK2208-0104 | S SERIES OPTION MOD TYPE1 4PT 10GBASE Mfr: EXTREME NETWORKS, INC* | \$ 2,685.01 | 2 | \$ 5,370.02 |
| *12 | S3-CHASSIS-POEA | S-SERIES S3 CHAS FAN TRAY 4BAY POE P/S Mfr: EXTREME NETWORKS, INC* | \$ 5,578.78 | 1 | \$ 5,578.78 |
| *13 | WS-AP3825I | DUAL RADIO 11AC / 11ABGN 3X3:3 Mfr: EXTREME NETWORKS, INC* | \$ 277.12 | 6 | \$ 1,662.72 |
| *14 | 97003-S20127 | TAC 24X7X365 E-SUP DELIVERY Mfr: EXTREME NETWORKS, INC* | \$ 1,684.55 | 1 | \$ 1,684.55 |
| *15 | PS-ESU-5 | SERVICE UNITS 5PK Mfr: EXTREME NETWORKS, INC* | \$ 12,201.11 | 1 | \$ 12,201.11 |
| *16 | 97004-H30498 | TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD - 3yrs Mfr: EXTREME NETWORKS, INC* | \$ 2,493.21 | 1 | \$ 2,493.21 |
| *17 | 97004-H30588 | TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD - 3yrs Mfr: EXTREME NETWORKS, INC* | \$ 3,137.07 | 1 | \$ 3,137.07 |
| *18 | 97004-H30588 | TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD - 3yrs Mfr: EXTREME NETWORKS, INC* | \$ 3,137.07 | 1 | \$ 3,137.07 |
| *19 | 97004-H30549 | TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD - 3yrs Mfr: EXTREME NETWORKS, INC* | \$ 1,410.99 | 1 | \$ 1,410.99 |
| *20 | 97004-H30549 | TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD - 3yrs Mfr: EXTREME NETWORKS, INC* | \$ 1,410.33 | 1 | \$ 1,410.33 |
| *21 | TSV-030-0300 | Advanced Technologies Block Hours Mfr: POMEROY* | \$ 125.00 | 24 | \$ 3,000.00 |
| | | 21 item(s) | | Sub-Total | \$ 90,563.03 |
| | | | | Freight: | \$ 0.00 |
| | | | | Tax @ 0% | \$ 0.00 |

POMEROY infrastructure. optimized.**

POMEROY

500 Westmoreland Office Park Dunbar, WV 25064 Phone: 800-227-8798 - 5753 Fax: 866-307-

STO1500000004

Number: 9119126

Date: 04/28/2015

| Srl | Mfr. Part | Description Price | Qty. | Extended |
|-----|-----------|-------------------|-------------|---------------|
| | | | Total | \$ 90,563.03 |
| | | | (*) Tax exe | mpted 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: 05/28/2015

Payment Details

Company PO []
Payment Term 30 days
Additional References
Customer Name
Sales Consultant

Shipping Details and Delivery

Shipping Via BEST GND

Vendor Signature FEIN# 61-1352158

Purchase Orders can be faxed to: Michelle Clark 1.866.307.5674

| □ Prepared by: Michelle Clark □ michelle.clark@pomeroy.com □ 800-227-8798 - | 5753 |
|---|------|
|---|------|