



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.

Header

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**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 162130

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0210

Vendor ID: 000000219123 

SO Doc ID: ISC1600000010

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 2/18/16

Alias/DBA:

Close Date: 3/3/16

Total Bid: \$123,365.39

Close Time: 13:30

Response Date: 03/03/2016 

Status: Closed

Response Time: 13:24

Solicitation Description: One time purchase for network infrastructure hardware  

Total of Header Attachments: 0

Total of All Attachments: 0



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

State of West Virginia  
Solicitation Response

Proc Folder : 162130

Solicitation Description : One time purchase for network infrastructure hardware

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-03 13:30:00	SR        0210   ESR03031600000004044	1

VENDOR

000000219123

POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale  
(304) 558-8801  
stephanie.l.gale@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1 WS-C4510RE-S8+96V+ "or Equal"	3.00000	EA	\$12,820.500000	\$38,461.50

Comm Code	Manufacturer	Specification	Model #
43201602			

Extended Description : 4510R+E Chassis

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.2 WS-X4748-RJ45V+E "or Equal"	9.00000	EA	\$1,164.850000	\$10,483.65

Comm Code	Manufacturer	Specification	Model #
43222612			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.3 WS-X45-SUP8-E "or Equal"	3.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.4 C4500E-LB-IPB "or Equal"	3.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description : LAN Base to IP Base license

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.1.5 CAB-CON-C4K-RJ45 "or Equal"	3.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.1.6 S45EUK9-S8-36E "or Equal"	3.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43232700			

Extended Description : CAT4500e SUP8e Universal Crypto Image

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.1.7 C4K-SLOT-CVR-E "or Equal"	18.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
39121302			

Extended Description : Catalyst 4500 E-series Family Slot Covers, or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	3.1.8 C4510RE-S8-DEFAULT "or Equal"	3.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	3.1.9 WS-X4748-RJ45V+E "or Equal"	9.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	3.1.10 WS-X45-SUP8-E/2 "or Equal"	3.00000	EA	\$7,768.060000	\$23,304.18

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	3.1.11 PWR-C45-6000ACV "or Equal"	3.00000	EA	\$1,552.060000	\$4,656.18

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	3.1.12 PWR-C45-6000ACV/2 "or Equal"	3.00000	EA	\$1,552.060000	\$4,656.18

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	3.1.13 CAB-L620P-C19-US "or Equal"	12.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43222600			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	3.1.14 CON-SNT-WS-C451R "or Equal"	3.00000	EA	\$2,296.950000	\$6,890.85

Comm Code	Manufacturer	Specification	Model #
81111803			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	3.1.15 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 2	3.00000	EA	\$2,296.950000	\$6,890.85

Comm Code	Manufacturer	Specification	Model #
81111803			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	3.1.16 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 3	3.00000	EA	\$2,296.950000	\$6,890.85

Comm Code	Manufacturer	Specification	Model #
81111803			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	3.1.17 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 4	3.00000	EA	\$2,296.950000	\$6,890.85

Comm Code	Manufacturer	Specification	Model #
81111803			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	3.2.1 VIC2-4FXO "or Equal"	1.00000	EA	\$341.880000	\$341.88

Comm Code	Manufacturer	Specification	Model #
43222612			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	3.2.2 PVDM3-192 "or Equal"	1.00000	EA	\$3,341.100000	\$3,341.10

Comm Code	Manufacturer	Specification	Model #
43222609			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	3.2.3 FL-CME-SRST-25 "or Equal"	1.00000	EA	\$252.530000	\$252.53

Comm Code	Manufacturer	Specification	Model #
43232700			

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



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	3.2.4 MEM-3900-2GB "or Equal"	1.00000	EA	\$271.950000	\$271.95

Comm Code	Manufacturer	Specification	Model #
43201402			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	3.2.5 MEM-CF-1GB "or Equal"	1.00000	EA	\$310.800000	\$310.80

Comm Code	Manufacturer	Specification	Model #
43202005			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	3.2.6 VWIC3-4MFT-T1/E1 "or Equal"	1.00000	EA	\$1,709.400000	\$1,709.40

Comm Code	Manufacturer	Specification	Model #
43222609			

Extended Description : 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	3.2.7 SFP-10G-LRM "or Equal"	6.00000	EA	\$658.190000	\$3,949.14

Comm Code	Manufacturer	Specification	Model #
43201500			

Extended Description : SFP modules provide a variety of Ethernet connectivity options for data center, enterprise wiring closet and service provider transport applications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	3.3.1 TRN-CLC-004 "or Equal"	43.00000	EA	\$94.500000	\$4,063.50

Comm Code	Manufacturer	Specification	Model #
86101607			

Extended Description :	1 Training Credits: Redeem W/Cisco Learning Partners
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INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	3.2.4 MEM-3900-2GB "or Equal"	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201402			

Extended Description :

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	3.2.5 MEM-CF-1GB "or Equal"	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43202005			

Extended Description :

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	3.2.6 VWIC3-4MFT-T1/E1 "or Equal"	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222609			

**Extended Description :**

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	3.2.7 SFP-10G-LRM "or Equal"	6.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201500			

**Extended Description :**

SFP modules provide a variety of Ethernet connectivity options for data center, enterprise wiring closet and service provider transport applications.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	3.3.1 TRN-CLC-004 "or Equal"	43.00000	EA		

Comm Code	Manufacturer	Specification	Model #
86101607			

**Extended Description :**

1 Training Credits: Redeem W/Cisco Learning Partners

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2016-02-24

**Exhibit A - Clarksburg Consolidated Office Building - Network Hardware**  
**Pricing Sheet**

Line Item Number	Item Name	Description	Alternative Item SKU	Alternative Item Name and Description	Unit of Measure	Quantity	Unit Price	Extended Unit Price
3.1		Cisco Catalyst 4500E Series Chassis Bundle						
3.1.1	WS-C4510RE-S8+96V+ "or Equal"	4510R+E Chassis, WS-X4748-RJ45V+E Sup8-E or Equal			Each	3	12,820.50	38,461.50
3.1.2	WS-X4748-RJ45V+E "or Equal"	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal			Each	9	1,164.85	10,483.65
3.1.3	WS-X45-SUP8-E "or Equal"	Catalyst 4500 E-Series Supervisor 8-E or Equal			Each	3	0.00	0.00
3.1.4	C4500E-LB-IPB "or Equal"	LAN Base to IP Base license			Each	3	0.00	0.00
3.1.5	CAB-CON-C4K-RJ45 "or Equal"	Console Cable 6ft with RJ-45-to-RJ-45			Each	3	0.00	0.00
3.1.6	S45EUK9-S8-36E "or Equal"	CAT4500e SUP8e Universal Crypto Image			Each	3	0.00	0.00
3.1.7	C4K-SLOT-CVR-E "or Equal"	Catalyst 4500 E-Series Family Slot Covers			Each	18	0.00	0.00
3.1.8	C4510RE-S8-DEFAULT "or Equal"	Default WS-X45-SUP8-E with WS-X4748-RJ45V+E Bundle or Equal			Each	3	0.00	0.00
3.1.9	WS-X4748-RJ45V+E "or Equal"	Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) or Equal			Each	9	0.00	0.00
3.1.10	WS-X45-SUP8-E/2 "or Equal"	Catalyst 4500 E-Series Redundant Supervisor 8-E or Equal			Each	3	7,768.06	23,304.18
3.1.11	PWR-C45-6000ACV "or Equal"	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal			Each	3	1,552.06	4,656.18
3.1.12	PWR-C45-6000ACV/2 "or Equal"	Catalyst 4500 6000W AC dual input Power Supply (Data + PoE) or Equal			Each	3	1,552.06	4,656.18
3.1.13	CAB-L620P-C19-US "or Equal"	NEMA L6-20 to IEC-C19 14ft US			Each	12	0.00	0.00
3.1.14	CON-SNT-WS-C451R "or Equal"	SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	3	2,296.95	6,890.85
3.1.15	CON-SNT-WS-C451R "or Equal"	OPTIONAL RENEWAL YEAR 2: SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	3	2,296.95	6,890.85
3.1.16	CON-SNT-WS-C451R "or Equal"	OPTIONAL RENEWAL YEAR 3: SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	3	2,296.95	6,890.85

Line Item Number	Item Name	Description	Alternative Item SKU	Alternative Item Name and Description	Unit of Measure	Quantity	Unit Price	Extended Unit Price
3.1.17	CON-SNT-WS-C451R "or Equal"	OPTIONAL RENEWAL YEAR 4: SmartNet 8x5xNBD 4510R+E "or Equal"			1 Year	3	2,296.95	6,890.85
3.2		Cisco Communication Manager Express Voice Communications Equipment						
3.2.1	VIC2-4FXO "or Equal"	Four-port Voice Interface Card - FXO (Universal)			Each	1	341.88	341.88
3.2.2	PVDM3-192 "or Equal"	192-channel high-density voice and video DSP module			Each	1	3,341.10	3,341.10
3.2.3	FL-CME-SRST-25 "or Equal"	Communication Manager Express or SRST - 25 seat license			Each	1	252.53	252.53
3.2.4	MEM-3900-2GB "or Equal"	2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare			Each	1	271.95	271.95
3.2.5	MEM-CF-1GB "or Equal"	1GB Compact Flash for Cisco 1900, 2900, 3900 ISR			Each	1	310.80	310.80
3.2.6	VVIC3-4MFT-T1/E1 "or Equal"	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1			Each	1	1,709.40	1,709.40
3.2.7	SFP-10G-LRM "or Equal"	10GBASE-LRM Modules			Each	6	658.19	3,949.14
3.3		Training						
3.3.1	TRN-CLC-004 "or Equal"	1 Training Credits: Redeem W/Cisco Learning Partners			Each	43	94.50	4,063.50

Total Bid Price 123,365.39



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Pomeroy IT Solutions Sales Co.

Authorized Signature: Summer Bailey Date: 3/3/2016

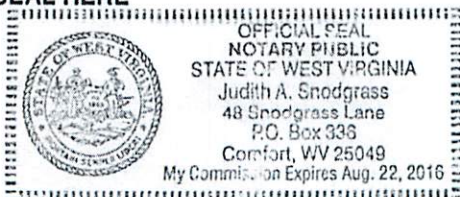
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 3 day of March, 2016.

My Commission expires Aug 22, 2016.

**AFFIX SEAL HERE**



NOTARY PUBLIC

Judith A. Snodgrass  
Purchasing Affidavit (Revised 08/01/2015)

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	3.1.11 PWR-C45-6000ACV "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description :

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	3.1.12 PWR-C45-6000ACV/2 "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description :

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

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3.1.13 CAB-L620P-C19-US "or Equal"	12.00000	EA		



Comm Code	Manufacturer	Specification	Model #
43222600			

**Extended Description :**

NEMA L6-20 to IEC-C19 14ft US

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3.1.14 CON-SNT-WS-C451R "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111803			

**Extended Description :**

SmartNet 8x5xNBD 4510R+E "or Equal"

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	3.1.15 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 2	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111803			

**Extended Description :**

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	3.1.16 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 3	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111803			

Extended Description :

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3.1.17 CON-SNT-WS-C451R "or Equal" OPTIONAL RENEWAL YR 4	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111803			

Extended Description :

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	3.2.1 VIC2-4FXO "or Equal"	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

**Extended Description :**

Four-port Voice Interface Card - FXO (Universal)

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	3.2.2 PVDM3-192 "or Equal"	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222609			

**Extended Description :**

192-channel high-density voice and video DSP module

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	3.2.3 FL-CME-SRST-25 "or Equal"	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232700			

**Extended Description :**

Communication Manager Express or SRST - 25 seat license



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

State of West Virginia  
Request for Quotation

Proc Folder: 162130

Doc Description: One time purchase for network infrastructure hardware

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-18	2016-03-03 13:30:00	CRFQ 0210 ISC1600000010	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Pomeroy IT Solutions Sales Co.  
500 Westmoreland Office Park  
Dunbar, WV 25064  
Phone: (304) 746-4434

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

*Summer Bailey*

FEIN #

601-1352158

DATE

3/3/2016

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



**ADDITIONAL INFORMATION:**

: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the One-Time purchase of hardware, software, licensing, and support for the Clarksburg Consolidated Office Building Network Hardware at 153 West Main Street, Clarksburg, WV 26301.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 WS-C4510RE-S8+96V+ "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43201602			

Extended Description :  
4510R+E Chassis

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 WS-X4748-RJ45V+E "or Equal"	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222612			

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 WS-X45-SUP8-E "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description :

Catalyst 4500 E-Series Supervisor 8-E or Equal

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.4 C4500E-LB-IPB "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description :

LAN Base to IP Base license

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.5 CAB-CON-C4K-RJ45 "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

Extended Description :

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.6 S45EUK9-S8-36E "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232700			

Extended Description :

CAT4500e SUP8e Universal Crypto Image

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.7 C4K-SLOT-CVR-E "or Equal"	18.00000	EA		

Comm Code	Manufacturer	Specification	Model #
39121302			

Extended Description :

Catalyst 4500 E-series Family Slot Covers, or equal.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.8 C4510RE-S8-DEFAULT "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

**Extended Description :**

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.9 WS-X4748-RJ45V+E "or Equal"	9.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

**Extended Description :**

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 24 153 WEST MAIN ST CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	3.1.10 WS-X45-SUP8-E/2 "or Equal"	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222600			

**Extended Description :**

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



## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

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

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

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

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 24, 2016

Submit Questions to: Stephanie Gale

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Stephanie.L.Gale@wv.gov

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

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)  
☐ Technical  
☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 3, 2016 @ 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on

\_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal 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.

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

☒ **Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

### CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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 Sales Co.  
(Company)

Sumner Bailey TSC 03/03/2016  
(Authorized Signature) (Representative Name, Title)

(304) 746-4434 / 1-866-301-1761 3/8/2016  
(Phone Number) (Fax Number) (Date)

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

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

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

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

☐

☐

☐

☐

☐

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

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

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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.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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 §§ 148-1-6.1.e.

**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 laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**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. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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](mailto: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.

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### Clarksburg Consolidated Office Building Network

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#### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the One-Time purchase of hardware, software, licensing, and support for the Clarksburg Consolidated Office Building Network Hardware at 153 West Main Street, Clarksburg, WV 26301.

The WVOT is pursuing a contract to purchase a quantity of Three (3) Cisco Catalyst 4500E Series Chassis or Equal chassis that offer high availability and wired and wireless convergence on a single platform. A chassis is a modular unit which provides single centralization of different network components. A chassis can have 3, 4, 6, 9 or 13 slots each for equipment. The different type of service modules that can be integrated into a chassis may consist of, but not limited to, the following: modular power supplies, supervisor engine(s), ethernet line blades, wireless/firewall/router modules.

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

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

2.2 **"Contract Item"** means "necessary network infrastructure" as more fully described by these specifications.

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

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

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- 2.5 “IEEE 802.3af”** means IEEE Power over Ethernet standard which provides up to 15.4 watts of direct current power.
- 2.6 “IEEE 802.3at”** means IEEE Power over Ethernet Plus standard which provides up to 25.5 watts of direct current power.
- 2.7 “IP”** means Internet Protocol.
- 2.8 “ISR”** means Integrated Services Router. Cisco Integrated Services Routers (ISRs) are hardware devices that provide routing, switching, unified communications, security, and applications integration services.
- 2.9 “LAN”** means Local Area Network. A Local Area Network is a computer network that interconnects computers within a limited area such as an office building using network media.
- 2.10 “MFT”** means Multiflex Trunk (MFT). This hardware device is a flexible multiservice solution which supports multiple voice, data, and integrated voice/data applications.
- 2.11 “PoE”** means Power over Ethernet. Power over Ethernet or PoE describes any of several standardized or ad-hoc systems which pass electrical power along with data on Ethernet cabling. This allows a single Ethernet cable to provide both data connection and electrical power to devices such as VoIP phones, wireless access points, or IP cameras.
- 2.12 “Pricing Page”** means the pages contained in wvOASIS or attached as Exhibit “A” upon which Vendor should list its proposed price for the Contract Items.
- 2.13 “PVDM”** means Packet Voice Digital Signal (PVDM). The Cisco High-Density Packet Voice Digital Signal Processor (DSP) Module (PVDM) enables Cisco Integrated Services Routers to provide high-density voice connectivity, conferencing, and transcoding capabilities in Cisco IP Communications solutions.
- 2.14 “RJ45”** means standardized physical network interface for connecting voice or data equipment.

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- 2.15 “SMARTNet”** refers to Cisco SMARTnet service. Cisco SMARTnet Service is a technical support service that provides IT staff with direct, anytime access to Cisco experts and online self-help resources necessary in order to provide assistance with troubleshooting and resolving installation, configuration, operational, and upgrade issues with Cisco products.
- 2.16 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.17 “SRST”** means Survivable Remote Site Telephony. SRST allows a router to act as a failover device for Cisco IP phones in the event their Cisco Unified Communications Manager (CUCM) system is unreachable.

### 3. GENERAL REQUIREMENTS:

**3.1 Mandatory Contract Item Requirements:** Cisco Catalyst 4500E Series Chassis Bundle. Contract Item must meet or exceed the requirements listed below.

- 3.1.1** Vendor must provide a quantity of three (3) Cisco Catalyst 4500E Series Chassis Bundle, item number **WS-C4510RE-S8+96V+** “or Equal”. A chassis is a modular unit which provides single centralization of different network components. This chassis has 10 slots available for various network equipment.
- 3.1.2** Each Chassis must contain (3) Catalyst 4500E or Equal 48-Port line cards **WS-X4748-RJ45V+E** “or Equal”. Manufacturer shall assemble. Contract item shall meet or exceed the following requirements:
- 3.1.2.1** Minimum of (3) - 48 nonblocking ethernet port modules.
  - 3.1.2.2** 10/100/1000 Ethernet module (RJ-45)
  - 3.1.2.3** 48 gigabits per slot bandwidth.
  - 3.1.2.4** IEEE 802.3af/at and Cisco prestandard PoE, IEEE 802.3x flow control.
  - 3.1.2.5** IEEE 802.1AE and Cisco TrustSec compatibility in hardware.

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**3.1.2.6** L2-4 Jumbo Frame support (up to 9216 bytes)

**3.1.2.7** Minimum of 30 W of inline power per port on all ports simultaneously.

**3.1.3** Each chassis must contain Supervisor Engine 8-E, **WS-X45-SUP8-E** "or Equal". This is an enterprise-class switching module that provides convergence connectivity between wired and wireless networks on a single platform. The Supervisor Engine shall meet or exceed the following requirements:

**3.1.3.1** Minimum of 928 Gbps wired switching capacity with 250 Mpps of throughput.

**3.1.3.2** Minimum of 20 Gigabits of wireless termination capacity for a wireless controller-less design. Support for a minimum of 50 access points and 2000 wireless clients on each switching entity (software roadmap).

**3.1.3.3** Must support simultaneous connections of 250 wireless access points and 4000 wireless devices in wireless controller-less deployments with multiple Catalyst 4500E systems forming a wireless domain (software roadmap).

**3.1.3.4** Minimum of eight nonblocking 10 Gigabit Ethernet uplinks (Small Form-Factor Pluggable Plus [SFP+]).

**3.1.3.5** Must support a minimum of eight Gigabit Ethernet ports.

**3.1.3.6** 384 ports of nonblocking 10/100/1000 Ethernet.

**3.1.3.7** Support for Universal Power over Ethernet (60 W) and Power over Ethernet Plus (30 W) capabilities on all ports in a line card simultaneously.

**3.1.3.8** Must meet IEEE 802.3az.

**3.1.3.9** 200 ports of nonblocking Gigabit Ethernet SFP (eight uplinks ports plus 192 line card ports).

**3.1.3.10** 104 ports of 10 Gigabit Ethernet SFP+ (eight uplinks ports plus 96 line card ports).

**3.1.3.11** Minimum of 128,000 Flexible Netflow (FNF) entries in hardware.

**3.1.3.12** Hardware must support flexible storage options using USB port.

**3.1.3.13** Secure Digital (SD) card support for flexible storage options with an internal slot.

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- 3.1.3.14** 256,000 routing entries for high-end campus access and aggregation deployments.
  - 3.1.3.15** Must include IPV6 support in hardware, providing wire-rate forwarding for IPV6 networks.
  - 3.1.3.16** Must provide Dual stack support for IPv4/IPv6 and Dynamic hardware forwarding-table allocations for ease of IPv4-to-IPv6 migration.
  - 3.1.3.17** Must include scalable routing (IPv4, IPv6, and multicast) tables and Layer 2 tables.
  - 3.1.3.18** Scalable and dynamic allocation of access-control-list (ACL) and quality-of-service (QoS) entries to use eight queues per port and comprehensive security policies per port.
  - 3.1.3.19** Must support Nonstop Forwarding/Stateful Switchover (NSF/SSO) which provides component redundancy when equipment failures occur.
  - 3.1.3.20** Network virtualization through Multi-Virtual Route Forwarding (VRF) and Easy Virtual Networking (EVN) technology for Layer 3 segmentation.
  - 3.1.3.21** Virtual Switching System (VSS) for simplified loop-free topologies without Spanning Tree dependencies (software roadmap).
  - 3.1.3.22** Flexible and future proofed uplinks with Field Programmable Gate Array (FPGA) to support next-generation protocols.
  - 3.1.3.23** Integrated Wireshark or equal. Wireshark is a packet analyzer program, formally known as Ethereal, that supports multiple protocols and provides information in a text based user interface, and, having the ability to capture and analyze traffic provides data on network activity.
- 3.1.4** Vendor must provide a total quantity of three (3) for LAN Base to IP Base license for Supervisor Engine, item (paper delivery) **C4500E-LB-IPB “or Equal”** (this is an operating system software license for supervisor engine modules). This means the vendor must provide a quantity of one (1) in each chassis bundle. Contract item shall meet or exceed the following requirements:



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**3.1.4.1** Must support VLANs, DHCP Server, Open Shortest Path First (OSPF), Enhanced Interior Gateway Routing Protocol (EIGRP) "limited" Stub Routing, Nonstop Forwarding/Stateful Switchover (NSF/SSO), and Routing Information Protocol (RIPv1/v2).

**3.1.5** Each chassis must contain (1) console cable with a length of a minimum of 6 feet with RJ-45 to RJ-45, item **CAB-CON-C4K-RJ45** "or Equal". Contract item shall meet or exceed the following requirements:

**3.1.5.1** Must provide console cable to enable PC connectivity for local management.

**3.1.6** Each chassis must contain 1 CAT4500e SUP8e Universal Cryptographic Image, Software release image for Catalyst 4500E Series or Equal switch, item **S45EUK9-S8-36E** "or Equal". Contract item shall meet or exceed the following requirements:

**3.1.6.1** Operational software for Cisco Catalyst 4500E Switches or equal.

**3.1.7** Vendor must provide 18 slot covers.

**3.1.8** Vendor shall provide (3) Chassis bundles. Each chassis bundle must contain items described under numbers 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.9, 3.1.10, 3.1.11, 3.1.12, 3.1.13 and 3.1.14 (item **C4510RE-S8 Default**, or equal).

**3.1.9** Vendor must provide nine (9) Catalyst 4500E 48-Port PoE 802.3at 10/100/1000(RJ45) line cards, item **WS-X4748-RJ45V+E** "or Equal". Contract item shall meet or exceed the following requirements:

**3.1.9.1** 48 ports nonblocking.

**3.1.9.2** 10/100/1000 Ethernet module (RJ-45).

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- 3.1.9.3 48 gigabits per slot bandwidth.
- 3.1.9.4 IEEE 802.3af/at and Cisco prestandard PoE, IEEE 802.3x flow control or equal.
- 3.1.9.5 IEEE 802.1AE and Cisco TrustSec or equal compatibility in hardware.
- 3.1.9.6 L2-4 Jumbo Frame support (up to 9216 bytes).
- 3.1.9.7 Minimum 30 W of inline power per port on all ports simultaneously.

**3.1.10** Vendor must provide three (3) Catalyst 4500 E-Series Redundant Supervisor 8-E, item **WS-X45-SUP8-E/2** "or Equal". The Supervisor Engine shall meet the following minimum requirements:

- 3.1.10.1 Minimum of 928 Gbps wired switching capacity with minimum 250 Mpps of throughput.
- 3.1.10.2 Support of minimum 250 access points and 4000 wireless clients in wireless controller-less deployments with multiple Catalyst 4500E or equal systems forming a wireless domain (software roadmap).
- 3.1.10.3 Minimum of eight nonblocking 10 Gigabit Ethernet uplinks (Small Form-Factor Pluggable Plus [SFP+]).
- 3.1.10.4 SFP support on uplinks for up to eight Gigabit Ethernet ports.
- 3.1.10.5 Minimum 384 ports of nonblocking 10/100/1000.
- 3.1.10.6 Support for Universal Power over Ethernet minimum (60 W) and Power over Ethernet Plus (30 W) capabilities on all ports in a line card simultaneously.
- 3.1.10.7 Energy Efficient Ethernet (IEEE 802.3az).

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- 3.1.10.8** Minimum 200 ports of nonblocking Gigabit Ethernet SFP (eight uplinks ports plus 192 line card ports).
- 3.1.10.9** Minimum 104 ports of 10 Gigabit Ethernet SFP+ (eight uplinks ports plus 96 line card ports).
- 3.1.10.10** Minimum 128,000 Flexible Netflow (FNF) entries in hardware.
- 3.1.10.11** Hardware must support flexible storage options using USB port.
- 3.1.10.12** Must include Secure Digital (SD) card support for flexible storage options.
- 3.1.10.13** Must provide a minimum 256,000 routing entries for high-end campus access and aggregation deployments.
- 3.1.10.14** IPv6 support in hardware, providing wire-rate forwarding for IPv6 networks.
- 3.1.10.15** Dual stack support for IPv4/IPv6 and Dynamic hardware forwarding-table allocations for ease of IPv4-to-IPv6 migration.
- 3.1.10.16** Scalable routing (IPv4, IPv6, and multicast) tables and Layer 2 tables.
- 3.1.10.17** Scalable and dynamic allocation of access-control-list (ACL) and quality-of-service (QoS) entries to use eight queues per port and comprehensive security policies per port.
- 3.1.10.18** To include Nonstop Forwarding/Stateful Switchover (NSF/SSO), and Cisco In-Service Software Upgrade (ISSU) support.
- 3.1.10.19** Network virtualization through Multi-Virtual Route Forwarding (VRF) and Easy Virtual Networking (EVN) technology for Layer 3 segmentation.

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**3.1.10.20** Virtual Switching System (VSS) for simplified loop-free topologies without Spanning Tree dependencies. (software roadmap).

**3.1.10.21** Flexible and future proofed uplinks with Field Programmable Gate Array (FPGA) to support next-generation protocols.

**3.1.10.22** Integrated Wireshark or equal.

**3.1.11** Vendor must provide three (3) Catalyst 4500 6000 Watts (W), Alternating Current (AC) dual input Power Supply (Data + PoE), item **PWR-C45-6000ACV** "or Equal". Contract item shall meet or exceed the following requirements:

**3.1.11.1** Hot swappable with same type equipment without causing service disruption or powering down of equipment.

**3.1.11.2** Must be IEEE 802.3af- compliant PoE

**3.1.11.3** Input Current (rated) – 2x 12A at 100V AC or 2x 16A at 200V AC.

**3.1.11.4** Output Current (data) – 12V at 186.9A; 3.3 at 12.5A.

**3.1.11.5** Output Current (PoE) - -50V at 100.0A (200V), -50V at 38.5A (120V) minimum.

**3.1.11.6** Output Power Redundant Mode (data) – 2200W + 40W minimum.

**3.1.11.7** Output Power Redundant Mode (PoE) - 4800W (220V); 1850W (110V) minimum.

**3.1.11.8** Output Power Combined Mode (data) – 4400W minimum.

**3.1.11.9** Output Power Combined Mode (PoE) – 8700W (220V); 3360W (110V) minimum.

**3.1.11.10** Each component must support 384 power devices simultaneously at 200v or 245 power devices at 100v of 802.af Class 2 Power classification.

**3.1.11.11** Each component must support 289 power devices simultaneously at 200v or 111 power devices at 100v of 802.af Class 0 and 3 Power classification.

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**3.1.12** Vendor must provide three (3) Catalyst 4500 6000W AC dual input Power Supply (Data + PoE), item **PWR-C45-6000ACV/2** “or Equal”. Contract item shall meet or exceed the following requirements:

**3.1.12.1** Hot swappable with same type equipment without causing service disruption or powering down of equipment.

**3.1.12.2** Must be IEEE 802.3af- compliant PoE

**3.1.12.3** Input Current (rated) – 2x 12A at 100V AC or 2x 16A at 200V AC minimum.

**3.1.12.4** Output Current (data) – 12V at 186.9A; 3.3 at 12.5A minimum.

**3.1.12.5** Output Current (PoE) - -50V at 100.0A (200V)-50V at 38.5A (120V) minimum.

**3.1.12.6** Output Power Redundant Mode (data) – 2200W + 40W minimum.

**3.1.12.7** Output Power Redundant Mode (PoE) - 4800W (220V); 1850W (110V) minimum.

**3.1.12.8** Output Power Combined Mode (data) – 4400W minimum.

**3.1.12.9** Output Power Combined Mode (PoE) – 8700W (220V); 3360W (110V) minimum.

**3.1.12.10** Each component must support 384 power devices simultaneously at 200v or 245 power devices at 100v of 802.af Class 2 Power classification.

**3.1.12.11** Each component must support 289 power devices simultaneously at 200v or 111 power devices at 100v of 802.af Class 0 and 3 Power classification.

**3.1.13** Vendor must provide twelve (12) NEMA (National Electrical Manufacturers Association) L6-20 to IEC (International Electrotechnical Commission)-C19 14 feet US accessory cable, item **CAB-L620P-C19-US** “or Equal”. Contract item shall meet or exceed the following requirements:

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**3.1.13.1** NEMA (National Electrical Manufacturers Association) L6-20 to IEC (International Electrotechnical Commission)-C19; minimum 14 feet in length.

**3.1.14** Vendor must provide three (3) SMARTnet® 8x5xNBD 4510R+E Chassis “or Equal” (next business day) extended service provisions, item **CON-SNT-WS-C451R** “or Equal” (Twelve (12) month coverage), for item **WS-C4510RE-S8+96V+** or equal. Contract item shall meet or exceed the following requirements:

**3.1.14.1** SMARTnet® service 8x5xNBD “or Equal” must include maintenance services with the following features:

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

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authorized as issued by the West Virginia  
Purchasing Division.

**3.1.15** Vendor must provide **Optional Renewal Year “2”** for Three (3) SMARTnet® 8x5xNBD 4510R+E Chassis “or Equal” (next business day) extended service provisions, item **CON-SNT-WS-C451R** “or Equal”, for item WS-C4510RE-S8+96V+.

**3.1.16** Vendor must provide **Optional Renewal Year “3”** for Three (3) SMARTnet® 8x5xNBD 4510R+E Chassis “or Equal” (next business day) extended service provisions, item **CON-SNT-WS-C451R** “or Equal”, for item WS-C4510RE-S8+96V+.

**3.1.17** Vendor must provide **Optional Renewal Year “4”** for Three (3) SMARTnet® 8x5xNBD 4510R+E Chassis “or Equal” (next business day) extended service provisions, item **CON-SNT-WS-C451R** “or Equal”, for item WS-C4510RE-S8+96V+.

**3.2 Mandatory Contract Item Requirements:** Cisco Communication Manager Express Voice Communications Equipment. Contract Item must meet or exceed the requirements listed below.

**3.2.1** Vendor must provide one (1) Four Port Voice Interface Card – Foreign Exchange Office (FXO) (Universal), item **VIC2-4FXO** “or Equal”. Contract item shall meet or exceed the following requirements:

**3.2.1.1** Must be compatible with Agency’s existing products: Cisco 2811, 2821, 2851, 2911, 2921, 2951, 3825, 3845 and 3925, 3945 Unified Communications Routers.

**3.2.2** Vendor must provide one (1) 192-channel high-density voice and video DSP module. Item **PVDM3-192** “or Equal”. Contract item shall meet or exceed the following requirements:

**3.2.2.1** Must be compatible with Agency’s existing products: Cisco 2900 and 3900 series routers.

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- 3.2.3** Vendor must provide one (1) Communication Manager Express or SRST - 25 count license, item **FL-CME-SRST-25** "or Equal". Contract item shall meet or exceed the following requirements.

**3.2.3.1** Must be compatible with Agency's existing Cisco Communication Manager Express.

- 3.2.4** Vendor must provide one (1) 2GB Dynamic random access memory (DRAM) (1 dual in-line memory (DIMM) module) for Cisco 3925/3945 ISR, Spare, item **MEM-3900-2GB** "or Equal". Contract item shall meet or exceed the following requirements:

**3.2.4.1** Must be compatible with Agency's existing Cisco 3925/3945 Integrated Services Router.

- 3.2.5** Vendor must provide one (1) 1GB Compact Flash for Cisco 1900, 2900, 3900 ISR, item **MEM-CF-1GB** "or Equal". Contract item shall meet or exceed the following requirements:

**3.2.5.1** Must be compatible with Agency's existing Cisco 1900, 2900, and 3900 series routers.

- 3.2.6** Vendor must provide one (1) 4-Port 3rd Generation Multiflex Trunk Voice/WAN (Wide Area Network) Interface Card - T1/E1, item **VWIC3-4MFT-T1/E1** "or Equal". Contract item shall meet or exceed the following requirements:

**3.2.6.1** Must be compatible with Agency's existing Cisco 3925/3945 Integrated Services Router.



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**3.2.7** Vendor must provide six (6) 10GBASE-LRM SFP Modules, item **SFP-10G-LRM** "or Equal". Contract item shall meet or exceed the following requirements:

**3.2.7.1** Must be compatible with Cisco 4500 series modules.

**3.2.7.2** Multimode Fiber (MMF) and Singlemode Fiber (SMF)

**3.2.7.3** 1310-nanometer wavelength

**3.2.7.4** 220 meter distance

**3.3 Mandatory Contract Item Requirements:** Training. Contract Item must meet or exceed the requirements listed below.

**3.3.1** Vendor must provide forty-three (43) Training Credits for redemption with Certified Partners, item **TRN-CLC-004** "or Equal". Requirements include:

**3.3.1.1** Training credit or voucher shall provide (43) Cisco Learning Credits redeemable in Cisco authorized training which includes "End User" Training, "Technical" Training, etc... (or coursework that delivers the exact same training content and options provided through Cisco Learning Credits).

## 4. CONTRACT AWARD:

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

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

Contract and initial year maintenance will be effective from date of award, and one-time purchase items shall be delivered accordingly. Renewal options for maintenance years 2, 3, and 4 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

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**4.2 Pricing Page:** Vendor should complete the Pricing Page and submit it as part of the bid response. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

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

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

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

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

## **5. PAYMENT:**

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

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

State of WV – Clarksburg Consolidated Office Building  
153 West Main Street  
Attention: WVOT Personnel  
Clarksburg, WV 26301

- 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.

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#### 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.

#### 8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Summer Bailey  
Telephone Number: (304) 746-4434  
Fax Number: 1-866-301-1761  
Email Address: Summer.Bailey@pmcroy.com

8.3 **Suitability of Products Provided:** The State of West Virginia reserves the right to review submitted components for proper functionality, compatibility and integration.