



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

[List View](#)

## General Information

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

Procurement Folder: 147525

Procurement Type: Central Master Agreement

Vendor ID: 000000198832



Legal Name: SYCOM TECHNOLOGIES LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 12/01/2015



Response Time: 13:08

SO Doc Code: CRFQ

SO Dept: 0212

SO Doc ID: SWC1600000002

Published Date: 11/2/15

Close Date: 12/1/15

Close Time: 13:30

Status: Closed

Solicitation Description: SWC for IP Telephones, Licensing and Accessories

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 : 147525

Solicitation Description : SWC for IP Telephones, Licensing and Accessories

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-12-01 13:30:00	SR 0212 ESR12011500000002486	1

VENDOR

000000198832

SYCOM TECHNOLOGIES LLC

FOR INFORMATION CONTACT THE BUYER

Linda Harper  
(304) 558-3397  
linda.b.harper@wv.gov

Signature X

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	See attached Pricing Sheet and RFQ document.	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43222639			

Extended Description :	Please complete the attached excel file, Exhibit A - Pricing Page
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Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation  
21 — Info Technology

Proc Folder: 147525

Doc Description: SWC for IP Telephones, Licensing and Accessories

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-11-02	2015-12-01 13:30:00	CRFQ 0212 SWC1600000002	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:

34com TECHNOLOGIES  
848 4TH AVE SUITE 200  
HUNTINGTON WV 25701

**FOR INFORMATION CONTACT THE BUYER**

Linda Harper  
(304) 558-3397  
linda.b.harper@wv.gov

Signature X

FEIN #

54-1798697

DATE

12-1-15

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 to establish an open-end contract for Internet Protocol telephones, associated licensing, and accessories. The equipment on this contract will be procured for use in new IP telephony project implementations including office moves and existing installations that utilize the WVOT Voice over Internet Protocol of VOIP system platform, which supports the Executive Branch agencies.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	See attached Pricing Sheet and RFQ document.	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222639			

**Extended Description :**

Please complete the attached excel file, Exhibit A - Pricing Page

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Question Submission Deadline 5:00PM	2015-11-16

SWC1600000002	Final	SWC for IP Telephones, Licensi ng and Accessories	of 3
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## ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: SYCOM TECHNOLOGIES William HERRARD Signed: [Signature]

Date: 12-1-15 Title: ACCOUNT MANAGER



SWE 1600000002  
RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: Sycom Technologies  
Authorized Signature: [Signature] Date: 12-1-15

State of West Virginia  
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1 day of December, 2015

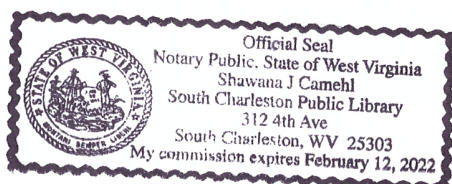
My Commission expires Feb. 12, 2022

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Shawana J. Camehl

Purchasing Affidavit (Revised 07/01/2012)



### CERTIFICATION AND SIGNATURE PAGE

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

Sycom Technologies  
(Company)

WM WILLIAM HERRARD ACCOUNT MANAGER  
(Authorized Signature) (Representative Name, Title)

304 419 0705 FAX 304 405 2142 12-1-15  
(Phone Number) (Fax Number) (Date)

Contract Item Specification Number	Part Number	Description	Alternate Item	Alternate Part Number	Estimated QTY	Item Cost	Extended Cost
3.1.1	CP-7942G= or Equal	7942 2 line Cisco Phone or Equal	-	-	1000	194.06	\$ 194,060.00
3.1.2	CP-7962G= or Equal	7962 6 Line Cisco Phone or Equal			500	245.24	\$ 122,620.00
3.1.3	CP-7915= or Equal	7915 24 Button Cisco Sidecar or Equal			300	206.86	\$ 62,058.00
3.1.4	CP-7916= or Equal	7916 UC Phone Color Expansion Module or Equal			50	253.77	\$ 12,688.50
3.1.5	CP-SINGLFOOTSTAND= or Equal	Single Footstand for 7915 Cisco Sidecar or Equal			20	14.08	\$ 281.60
3.1.6	CP-DOUBLFOOTSTAND= or Equal	Double Footstand for 7915 Cisco Sidecar or Equal			25	16.21	\$ 405.25
3.1.7	CP-PWR-CUBE-3= or Equal	Cisco Unified IP Phone Power Cube or Equal			100	19.2	\$ 1,920.00
3.1.8	CP-PWR-CORD-NA= or Equal	Cisco Unified IP Phone Power Cube Country Cord or Equal			100	4.27	\$ 427.00
3.1.9	CP-7945G= or Equal	Cisco IP Phone 7945, 2 Button Gig Ethernet, Color, spare or Equal			300	240.98	\$ 72,294.00
3.1.10	CP-7965G= or Equal	Cisco IP Phone 7965, 6 Button Gig Ethernet, Color, spare or Equal			150	304.95	\$ 45,742.50
3.1.11	CP-7975G= or Equal	Cisco IP Phone 7975, 8 Button Gig Ethernet, Color, spare or Equal			50	356.13	\$ 17,806.50
3.1.12	CP-7925G-A-K9= or Equal	Cisco 7925G FCC; Battery/Power Supply Not Included or Equal			50	287.89	\$ 14,394.50
3.1.13	CP-BATT-7925G-STD= or Equal	Cisco 7925G Battery, Standard or Equal			50	40.52	\$ 2,026.00
3.1.14	CP-BATT-7925G-EXT= or Equal	Cisco 7925G Battery, Extended or Equal			50	40.52	\$ 2,026.00
3.1.15	CP-PWR-7925G-NA= or Equal	Cisco Wireless IP Phone 7925G Power Supply or Equal			30	19.2	\$ 576.00
3.1.16	CP-DSKCH-7925G-BUN or Equal	Cisco 7925G Desk Top Charger, Power Supply, AC Power Cord or Equal			30	81.04	\$ 2,431.20
3.1.17	CP-DSKCH-7925G= or Equal	Cisco 7925G Desk Top Charger or Equal			30	61.85	\$ 1,855.50
3.1.18	CP-PWR-DC7925G-NA= or Equal	Cisco 7925G Desk Top Charger Power Supply For North America or Equal			5	19.2	\$ 96.00
3.1.19	CP-CAB-USB-7925G= or Equal	Cisco 7925G USB Cable or Equal			30	8.53	\$ 255.90

3.1.20	CP-RUG-CASE-7925G= or Equal	Ruggedized case for 7925G or Equal			2	51.18	\$ 102.36
3.1.21	CP-HOLSTER-7925G= or Equal	Cisco 7925G Belt Holster or Equal			5	14.93	\$ 74.65
3.1.22	CP-8811-K9= or Equal	Cisco IP Phone 8811 Series or Equal			400	189.8	\$ 75,920.00
3.1.23	CP-8841-K9= or Equal	Cisco UC Phone 8841 or Equal			350	211.12	\$ 73,892.00
3.1.24	CP-8851-K9= or Equal	Cisco UC Phone 8851 or Equal			150	253.77	\$ 38,065.50
3.1.25	CP-8861-K9= or Equal	Cisco UC Phone 8861 or Equal			150	296.42	\$ 44,463.00
3.1.26	CP-BEKEM= or Equal	Cisco IP Phone 8800 Key Expansion Module or Equal			50	208.99	\$ 10,449.50
3.1.27	CP-8831-K9= or Equal	Cisco Unified IP Conference Phone 8831 base and controller or Equal			200	594	\$ 118,800.00
3.1.28	CP-8831-MIC-WRLS= or Equal	Wireless Microphone Kit for Cisco IP Conference Phone 8831 or Equal			100	277.23	\$ 27,723.00
3.1.29	CP-MIC-WIRED-S= or Equal	Wired Microphone Accessories for the 8831 Conference phone or Equal			100	149.28	\$ 14,928.00
3.1.30	CP-8945-K9= or Equal	Cisco Unified Phone 8945, Standard Handset or Equal			100	223.4	\$ 22,340.00
3.1.31	CP-8961-C-K9= or Equal	Cisco UC phone 8961, Standard handset or Equal			50	296.3	\$ 14,815.00
3.1.32	CP-CKEM-C= or Equal	Cisco Unified IP Color Key Expansion Module, or Equal			50	200.1	\$ 10,005.00
3.1.33	CP-PWR-CUBE-4= or Equal	IP Phone power transformer for the 89/9900 phone series or Equal			50	27	\$ 1,350.00
3.1.34	CP-9951-C-K9= or Equal	Cisco UC Phone 9951, Standard Handset or Equal			100	328.11	\$ 32,811.00
3.1.35	CP-9951-C-CAM-K9= or Equal	Cisco UC Phone 9951, Std Hndst with Camera or Equal			50	419.11	\$ 20,955.50
3.1.36	CP-9971-C-K9= or Equal	Cisco UC Phone 9971, Standard Handset or Equal			100	413.71	\$ 41,371.00
3.1.37	CP-9971-C-CAM-K9= or Equal	Cisco UC Phone 9971, Std Hndst with Camera or Equal			50	504.41	\$ 25,220.50
3.1.38	CP-7811-K9 = “or Equal”	Cisco Unified IP Phone 7811			50	83.17	\$ 4,158.50
3.1.39	CP-7821-K9 = “or Equal”	Cisco Unified IP Phone 7821 Module			50	108.76	\$ 5,438.00
3.1.40	CP-7841-K9 = “or Equal”	Cisco Unified IP Phone 7841 Module			100	155.6	\$ 15,560.00
3.1.41	CP-7861-K9 = “or Equal”	Cisco Unified IP Phone 7861 Module			100	167.95	\$ 16,795.00
3.1.42	CP-7926G-W-K9= “or Equal”	Cisco Wireless IP Phone 7926G			100	447.83	\$ 44,783.00



3.1.43	CP-8845-K9= “or Equal”	Cisco IP Phone 8845			50	245.24	\$	12,262.00
3.1.44	CP-8865-K9= “or Equal”	Cisco IP Phone 8865			50	339.07	\$	16,953.50
3.1.45	PVDM3-16= or Equal	16-channel high-density voice and video DSP module SPARE or Equal			50	340.2	\$	17,010.00
3.1.46	PVDM3-32= or Equal	32-channel high-density voice and video DSP module SPARE or Equal			200	681.95	\$	136,390.00
3.1.47	PVDM3-64= or Equal	PVDM3 64 chan or Equal or Equal			50	1364.4	\$	68,220.00
3.1.48	PVDM3-128= or Equal	PVDM3 128 chan or Equal			25	2729	\$	68,225.00
3.1.49	PVDM3-192= or Equal	PVDM3 192 chan or Equal			15	3667.1	\$	55,006.50
3.1.50	PVDM3-256= or Equal	PVDM3 256 chan or Equal			10	4222	\$	42,220.00
3.1.51	VVIC3-1MFT-T1/E1= or Equal	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 or Equal			100	609.8	\$	60,980.00
3.1.52	VVIC3-2MFT-T1/E1= or Equal	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 or Equal			200	938.1	\$	187,620.00
3.1.53	VVIC3-4MFT-T1/E1= or Equal	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 or Equal			25	1876.5	\$	46,912.50
3.1.54	VIC2-4FXO= or Equal	Four-port Voice Interface Card - FXO (Universal) or Equal			200	375	\$	75,000.00
3.1.55	VIC2-2FXO= or Equal	Two-port Voice Interface Card - FXO (Universal) or Equal			20	187.6	\$	3,752.00
3.1.56	VIC3-4FXS/DID=	Four-Port Voice Interface Card - FXS and DID or Equal			5	375.3	\$	1,876.50
3.1.57	VIC3-2FXS/DID or Equal	Two-Port Voice Interface Card- FXS and DID or Equal			10	187.6	\$	1,876.00
3.1.58	VIC3-2E/M= or Equal	Two-Port Voice Interface Card- E and M or Equal			25	187.6	\$	4,690.00
3.1.59	MEM-CF-1GB= or Equal	1GB Compact Flash for Cisco 1900, 2900, 3900 ISR			100	340.9	\$	34,090.00
3.1.60	MEM-2900-512MB	512MB DRAM (1 DIMM) for Cisco 2901, 2911, 2921 ISR, Spare			100	170	\$	17,000.00
3.1.61	MEM-2900-1GB or Equal	1GB DRAM (1 DIMM) for Cisco 2901, 2911, 2921 ISR, Spare or Equal			100	213.1	\$	21,310.00
3.1.62	MEM-2900-2GB or Equal	2GB DRAM (1 DIMM) for Cisco 2901, 2911, 2921 ISR, Spare or Equal			100	255.2	\$	25,520.00

3.1.63	MEM-2951-512MB or Equal	512MB DRAM (1 DIMM) for Cisco 2951 ISR, Spare or Equal			100	213.1	\$ 21,310.00
3.1.64	MEM-2951-1GB or Equal	1GB DRAM (1 DIMM) for Cisco 2951 ISR, Spare or Equal			100	255.2	\$ 25,520.00
3.1.65	MEM-2951-2GB or Equal	2GB DRAM (1 DIMM) for Cisco 2951 ISR, Spare or Equal			100	298.2	\$ 29,820.00
3.1.66	MEM-3900-512MB or Equal	512MB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare or Equal			100	213.1	\$ 21,310.00
3.1.67	MEM-3900-1GB or Equal	1GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare or Equal			100	255.2	\$ 25,520.00
3.1.68	MEM-3900-2GB or Equal	2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare or Equal			100	298.2	\$ 29,820.00
3.1.69	FL-SRST-25= or Equal	Feat Lic Survivable Remote Site Telephony Up To 25 Users or Equal	Discontinued	Replaced by FL-CME-SRST- Pricing listed below	5	0	\$ -
3.1.70	FL-SRST-35= or Equal	Feat Lic Survivable Remote Site Telephony Up To 35 Users or Equal	Discontinued	Replaced by FL-CME-SRST- Pricing listed below	5	0	\$ -
3.1.71	FL-SRST-50= or Equal	Feat Lic Survivable Remote Site Telephony Up To 50 Users or Equal	Discontinued	Replaced by FL-CME-SRST- Pricing listed below	5	0	\$ -
3.1.72	FL-SRST-100= or Equal	Feat Lic Survivable Remote Site Telephony Up To 100 Users or Equal	Discontinued	Replaced by FL-CME-SRST- Pricing listed below	5	0	\$ -
3.1.73	FL-SRST-175= or Equal	Feat Lic Survivable Remote Site Telephony Up To 175 Users or Equal	Discontinued	Replaced by FL-CME-SRST- Pricing listed below	5	0	\$ -
3.1.74	FL-SRST-250= or Equal	Feat Lic Survivable Remote Site Telephony Up To 250 Users or Equal	Discontinued	Replaced by FL-CME-SRST- Pricing listed below	5	0	\$ -
3.1.75	FL-CME-SRST-5= or Equal	Communication Manager Express or SRST - 5 seat paper RTU or Equal			5	72.51	\$ 362.55
3.1.76	FL-CME-SRST-25= or Equal	Communication Manager Express or SRST - 25 seat paper RTU or Equal			5	277.23	\$ 1,386.15
3.1.77	FL-CME-SRST-100= or Equal	Cisco Communication Manager or SRST- 100 seat Paper RTU or Equal			5	980	\$ 4,900.00
3.1.78	Unified Workspace Licensing (CUWL)“or Equal”	Cisco Unified Workspace Licensing (CUWL), Standard Add-on “or Equal”			1000	0	\$ -
3.1.78.1	L-CUWL-ADDON-STDK9	Unified Workspace Licensing - Top Level for STD “or Equal”			1000	0	\$ -

3.1.78.2	CON-ECMU-LCUWLADD	SWSS UPGRADES Unified Workspace Licensing - Top Level “or Equal”			1000	0	\$ -
3.1.78.3	L-LIC-UWL-STD-SLED	Unified Workspace Licensing STD, 1 User Govt/Edu “or Equal”			1000	138.62	\$ 138,620.00
3.1.78.4	CON-ECMU-STDLED	SWSS UPGRADES Unified Workspace Licensing STD, 1 User “or Equal”			1000	0	\$ -
3.1.78.5	L-EXST-DEP-OVER10K	Total Deployment is Over 10,000 users “or Equal”			1000	0	\$ -
3.1.78.6	L-LIC-UWL-S-SLED-C	Services Mapping SKU, Over 10K UWL STD users “or Equal”			1000	138.62	\$ 138,620.00
3.1.78.7	CON-ECMU-SSLEDC	SWSS UPGRADES Services Mapping SKU, Over 10K UWL STD “or Equal”			1000	21.33	\$ 21,330.00
3.1.78.8	L-CUP-86-UWLA-PAK	Unified Presence 8.6 PAK “or Equal”			1000	0	\$ -
3.1.78.9	L-JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate “or Equal”			1000	0	\$ -
3.1.78.10	L-CUCM-UWL	Unified Communications Manager UWL DLU Bundle “or Equal”			1000	0	\$ -
3.1.78.11	L-CUCM-UWL-PAK	Unified Communications Manager UWL PAK “or Equal”			1000	0	\$ -
3.1.78.12	L-CUP-86-UWLA-USR	Unified Presence 8.6 Users “or Equal”			1000	0	\$ -
3.1.78.13	L-UNCN8-UWLA-PAK	Unity Connection 8.x Addon PAK for CUWL “or Equal”			1000	0	\$ -
3.1.78.14	L-UNITYCN8-UWL-USR	Unity Connection 8.x Users “or Equal”			1000	0	\$ -
3.1.78.15	L-CUP-ONPREM-OPT	Included Cisco Unified Presence On Premise “or Equal”			1000	0	\$ -
3.1.78.16	L-CUP-86-UWLA	Cisco Unified Presence Add-On 8.6 for CUWL only “or Equal”			1000	0	\$ -
3.1.78.17	L-JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only “or Equal”			1000	0	\$ -
3.1.78.18	L-UNITYCN8-UWLA	Unity Connection 8.0 for CUWL Addon only “or Equal”			1000	0	\$ -
3.1.79	Unified Contact Center Express (Unified CCX)“or Equal”	Cisco Unified Contact Center Express (Unified CCX), Enhanced Add-on “or Equal”			100	0	\$ -
3.1.79.1	CCX-10-ADD-K9	CCX 10.0 Add-on Licenses “or Equal”			100	0	\$ -

3.1.79.2	CON-ECMU-CCX10AK9	(SWSS UPGRADES CCX 10.0 Add-on Licenses “or Equal”			100	0	\$ -
3.1.79.3	CCX-10-A-E-LIC	CCX 10.0 ENH Seat Qty 1 ADDON LICENSE ONLY “or Equal”			100	533.13	\$ 53,313.00
3.1.79.4	CON-ECMU-CCX1ELIC	SWSS UPGRADES CCX 10.0 ENH Seat Qt “or Equal”			100	85.3	\$ 8,530.00
3.1.79.5	CCX-10-PAK	CCX 10.0 autoexpanded PAK “or Equal”			100	0	\$ -
3.1.80	Unified Contact Center Express (Unified CCX)“or Equal”	Cisco Unified Contact Center Express (Unified CCX), Premium Add-on “or Equal”			100	0	\$ -
3.1.80.1	CCX-10-ADD-K9	CCX 10.0 Add-on Licenses “or Equal”			100	0	\$ -
3.1.80.2	CON-ECMU-CCX10AK9	SWSS UPGRADES CCX 10.0 Add-on Licenses “or Equal”			100	0	\$ -
3.1.80.3	CCX-10-A-P-LIC	CCX 10.0 PRE Seat Qty 1 ADDON LICENSE ONLY “or Equal”			100	788.03	\$ 78,803.00
3.1.80.4	CON-ECMU-CCX10LIC	SWSS UPGRADES CCX 10.0 PRE Seat Qt “or Equal”			100	0	\$ -
3.1.80.5	CCX-10-PAK	CCX 10.0 autoexpanded PAK “or Equal”			100	0	\$ -
3.1.81	Plantronics HW251N or Equal	Supraplus Wideband Office Headset - Noise-cancelling monaural or Equal			5	66.59	\$ 332.95
3.1.82	Plantronics HW261N or Equal	Supraplus Wideband Office Headset - Noise-cancelling Binaural or Equal			5	66.59	\$ 332.95
3.1.83	Plantronics H41N or Equal	Over-the-Ear - Noise-cancelling monaural or Equal			5	62.98	\$ 314.90
3.1.84	Plantronics H81N or Equal	Three-point- support Over-the-Ear - Noise-cancelling monaural or Equal			5	75.8	\$ 379.00
3.1.85	Plantronics 26716-01 or Equal	H-Series Quick Disconnect to Modular Cable Standard - Cisco Modular Headset Jack or Equal			5	24.35	\$ 121.75
3.1.86	Plantronics DA40 or Equal	USB-to QD Adaptor or Equal			5	25	\$ 125.00
3.1.87	Plantronics CS540 w/HL10 or Equal	Convertible wireless Headset - Noise-cancelling w/Automatic Handset Lifter or Equal			5	217.9	\$ 1,089.50

3.1.88	Plantronics CS540 or Equal	Convertible wireless Headset - Noise-cancelling monaural or Equal			5	175.1	\$	875.50
3.1.89	Plantronics HL10 or Equal	Automatic Handset Lifter or Equal			5	47.17	\$	235.85
3.1.90	Plantronics CS520 or Equal	Over-the-head - Noise-cancelling Binaural wireless or Equal			5	186.85	\$	934.25
3.1.91	Jabra BIZ 2400 (2406-820-105) or Equal	Mono, 3-in-1(Headband, Neckband, Earhook), Noise Canceling, STD(Standard variation microphone sensitivity) or Equal			5	129	\$	645.00
3.1.92	Jabra BIZ 2400 (2403-820-105) or Equal	Mono Headband, Noise Canceling, STD(Standard variation microphone sensitivity) or Equal			5	85.77	\$	428.85
3.1.93	Jabra BIZ 2400 (2409-820-105) or Equal	Duo, Noise Canceling, STD(Standard variation microphone sensitivity) or Equal			5	122.1	\$	610.50
3.1.94	Jabra BIZ 2400 (2489-820-105) or Equal	Duo, IP, Noise Canceling, Neodymium speakers or Equal			5	122.1	\$	610.50
3.1.95	Jabra LINK 850 (850-09) or Equal	Amplifier, Advanced noise canceling, Connects Headset to PC and Phone or Equal			5	69.2	\$	346.00
3.1.96	Jabra GN8050 TCA (01-0125) or Equal	Amplifier, Connects Headset to PC and Phone or Equal			5	89	\$	445.00
3.1.97	Jabra GN1200 CC (88011-99) or Equal	Cord connects Jabra headset to Cisco telephone, RJ11 connector, Quick Disconnect or Equal			5	16.63	\$	83.15
3.1.98	Jabra GN1200 (88001-99) or Equal	Cord connects Jabra headset to Cisco telephone, Microphone amplification, RJ11 connector, Quick Disconnect or Equal			5	16.72	\$	83.60
3.1.99	Jabra PRO 9450 Flex (9450-65-707-105) or Equal	Monaural, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB or Equal			5	191.4	\$	957.00
3.1.100	Jabra PRO 9450 Duo (9450-69-707-105) or Equal	Duo, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB or Equal			5	206.79	\$	1,033.95
3.1.101	Jabra PRO 9460 Mono (9460-65-707-105) or Equal	Monaural, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB or Equal			5	217.1	\$	1,085.50

3.1.102	Jabra PRO 9460 Duo (9460-69-707-105) or Equal	Duo, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB or Equal			5	228	\$ 1,140.00
3.1.103	Jabra PRO 9465 Duo (9465-69-804-105) or Equal	Duo, Triple connectivity, Sound enhancing, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB or Equal			5	240.62	\$ 1,203.10
3.1.104	Jabra PRO 9470 Mono (9470-66-904-105) or Equal	Monaural, Triple connectivity, Sound enhancing, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB or Equal			5	230	\$ 1,150.00
3.1.105	Jabra LINK 14201-22 (14201-22) or Equal	Cisco EHS 3 foot Adapter for Jabra wireless headsets and Cisco Unified IP phones or Equal			5	21.5	\$ 107.50
						<b>Total Cost</b>	\$ 2,724,734.96

SyCom Technologies  
William Herrald  
304 419 0705

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[Internet Protocol Telephones and Associated Equipment]

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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 State-Wide open-end contract for Internet Protocol (IP) telephones, associated licensing, and accessories. The equipment on this contract will be procured for use in new IP telephony project implementations including office moves and existing installations that utilize the WVOT Voice over Internet Protocol (VoIP) system platform, which supports the Executive Branch agencies.

WVOT is upgrading the existing VoIP system platform, which is based on Cisco Call Manager 4.x and Cisco Unified Communication Manager (CUCM) 7.x. The agency is upgrading to a CUCM version 10.x or equal. By upgrading the State of West Virginia's IP telephony infrastructure, WVOT will be able to provide its supported agencies with core phone services that are more reliable and affordable. Upgrading this infrastructure means that the State will be able to offer expanded functions and features not available currently to agencies utilizing the existing State Cisco and vendor supplied voice systems.

The IP phones and accessories listed in the specifications cover a wide range of application uses including conferencing, mobility, and unified communications. They can meet the needs of the State ranging from the entrance lobby of an agency to the executive suite. This selection depth allows the agency the ability to select the appropriate endpoints for its voice communication applications. In addition, the upgrade and modernization of the State of West Virginia's Cisco Unified Communications Manager (CUCM) system and the Cisco Unified Contact Center Express (UCCX) system will accommodate licensing necessary for call center agent's additions. Consequently, accessories to accommodate call center functions will also be available for procurement on this contract.

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 **"Bluetooth"** means the wireless personal area network protocol that specifies how devices communicate over short distances.

2.2 **"Cisco Intelligent Proximity"** means feature set that enables moving an audio path to the Cisco IP Phone 8861 from a mobile device connected call. It allows for easy access to contacts via contact synchronization with the contact objects from the mobile device to the Cisco IP Phone 8861.

2.3 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.4 **"FXO"** means Foreign Exchange Office. The FXO interface is an RJ-11 connector that allows an analog connection to be directed at the public switched telephone

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network's (PSTN's) central office or to a station interface on a private branch exchange (PBX).

- 2.5 "FXS"** means Foreign Exchange Station. The FXS interface is an RJ-11 connector that allows connections to basic telephone service equipment, keysets, and private branch exchanges (PBXs).
- 2.6 "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.
- 2.7 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the solicitation responses.
- 2.8 "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.
- 2.9 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

### 3. GENERAL REQUIREMENTS

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.1.1 Cisco IP Phone 7942G, part number **CP-7942G**= "or Equal":
  - 3.1.1.1 The phone must have the following features:
    - 3.1.1.1.1 A large 5-inch, high resolution, 320 x 222 pixel minimum graphical display
    - 3.1.1.1.2 High-fidelity audio support for headset and handset
    - 3.1.1.1.3 Full-duplex speakerphone
    - 3.1.1.1.4 Integrated IEEE 10/100 switch ports
    - 3.1.1.1.5 Two programmable feature keys
  - 3.1.1.2 Interoperability with IEEE 802.3af PoE Class 2



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- 3.1.1.3 Compatibility with Cisco Unified Communications Manager (CUCM) versions 4.1(3)sr5b, 4.2(3)sr2b, 4.3(1), 5.1.1(b), 5.1(2), 6.0(1) and greater;
  - 3.1.1.4 Compatibility with Cisco Unified Communications Express and Survivable Remote Site Telephony (SRST) version 4.1
  - 3.1.1.5 Interoperability with Skinny Client Control Protocol (SCCP) and Session Initiation Protocol (SIP) with Cisco call control
  - 3.1.1.6 Must have handset that is hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA).
- 3.1.2 Cisco IP Phone 7962G, part number **CP-7962G**= “or Equal”.
- 3.1.2.1 Phone must include the following features:
    - 3.1.2.1.1 Six programmable feature keys
    - 3.1.2.1.2 A minimum of : a large 5-inch, high resolution, 320 x 222 pixel graphical grayscale display
    - 3.1.2.1.3 High fidelity audio support for headset, handset, full-duplex speakerphone
    - 3.1.2.1.4 Integrated IEEE 10/100 switch ports
    - 3.1.2.1.5 Expansion module support
  - 3.1.2.2 Interoperability with IEEE 802.3af PoE (Class 2)
  - 3.1.2.3 Compatibility with Cisco Unified Communications Manager versions 4.1(3)sr5b, 4.2(3)sr2b, 4.3(1), 5.1.1(b), 5.1(2), 6.0(1) and greater
  - 3.1.2.4 Compatibility with Cisco Unified Communications Express and SRST version 4.1
  - 3.1.2.5 Compatibility with Skinny Client Control Protocol (SCCP) and Session Initiation Protocol (SIP) with Cisco call control
  - 3.1.2.6 Must have handset that is hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)
- 3.1.3 Cisco Unified IP Phone Expansion 7915 Module, part number **CP-7915**= “or Equal”. Requirements:
- 3.1.3.1 The module must include the following features:
    - 3.1.3.1.1 A minimum of : a 4.3" high-resolution (480 x 272), graphical monochrome 4-bit grayscale display
    - 3.1.3.1.2 A minimum of: 12 physical feature buttons (24 with page key); two page buttons.

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- 3.1.3.2 Compatibility with Cisco Unified Communications Manager 4.2(3) SR3a, 4.3(2), 5.1(3)b, 6.1(1), 7.0, 7.1 and later
- 3.1.3.3 Compatibility with Cisco Unified Communications Manager Express 4.3/7.0 and later
- 3.1.3.4 Compatibility with Cisco Unified Survivable Remote Site Telephony (Unified SRST) 4.1 (IOS 12.4.15T) and later
- 3.1.3.5 Interoperability with Skinny Client Control Protocol (SCCP) Software 8.3(5) and later and Session Initiated Protocol (SIP) Software 8.4(1) and later
- 3.1.4 Cisco Unified IP Phone Expansion 7916 Module, part number **CP-7916**= “or Equal”. Requirements:
  - 3.1.4.1 The module must include the following features:
    - 3.1.4.1.1 A minimum of : a 4.3" graphical (TFT) color display, 16-bit color depth, 480 x 272 effective pixel resolution
    - 3.1.4.1.2 A minimum of: 12 physical feature buttons (24 with page key); two Page buttons.
  - 3.1.4.2 Compatibility with Cisco Unified Communications Manager 4.2(3) SR3a, 4.3(2), 5.1(3)b, 6.1(1), 7.0, 7.1 and later
  - 3.1.4.3 Compatibility with Cisco Unified Communications Manager Express 4.3/7.0 and later
  - 3.1.4.4 Compatibility with Cisco Unified Survivable Remote Site Telephony (Unified SRST) 4.1 (IOS 12.4.15T) and later
  - 3.1.4.5 Interoperability with Skinny Client Control Protocol (SCCP) Software 8.3(5) and later and Session Initiated Protocol (SIP) Software 8.4(1) and later
- 3.1.5 Single Footstand for Expansion Module, part number **CP-SINGLFOOTSTAND**= “or Equal”
- 3.1.6 Double Footstand for Expansion Module, part number **CP-DOUBLFOOTSTAND**= “or Equal”
- 3.1.7 Cisco Unified IP Phone Power Cube, part number **CP-PWR-CUBE-3**= “or Equal”
- 3.1.8 Cisco Unified IP Phone Power Cube Country Cord, North America, part number **CP-PWR-CORD-NA**= “or Equal”
- 3.1.9 Cisco IP Phone 7945G, part number **CP-7945G**= “or Equal”. Requirements:

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- 3.1.9.1 The phone must include the following features -
    - 3.1.9.1.1 A minimum of :two programmable feature keys
    - 3.1.9.1.2 A minimum of :a large 5-inch, thin-film transistor (TFT), 320 x 240 pixel graphical color display
    - 3.1.9.1.3 Port/Interface for dedicated headset
    - 3.1.9.1.4 High-fidelity audio support for headset, handset, and full-duplex speakerphone
    - 3.1.9.1.5 Integrated IEEE 10/100 switch ports
    - 3.1.9.1.6 Integrated Gigabit Ethernet port
  - 3.1.9.2 Interoperability with IEEE 802.3af PoE Class 3
  - 3.1.9.3 Compatibility with CUCM versions 4.1(3)sr5b, 4.2(3)sr2b, 4.3(1), 5.1.1(b), 5.1(2), 6.0(1) and greater
  - 3.1.9.4 Compatibility with Cisco Unified Communications Express and SRST Version 4.1
  - 3.1.9.5 Interoperability with Skinny Client Control Protocol (SCCP) and Session Initiation Protocol (SIP) with Cisco call control
  - 3.1.9.6 Must have handset that is hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)
- 3.1.10 Cisco IP Phone 7965, 6 Button Gig Ethernet, Color, spare, part number **CP-7965G**= "or Equal". Requirements:
- 3.1.10.1 The phone must include the following features:
    - 3.1.10.1.1 A minimum of :a 5-inch (12.5 cm) graphical TFT color display, Sixteen-bit color depth, 320 x 240 effective pixel resolution
    - 3.1.10.1.2 Full-duplex speakerphone
    - 3.1.10.1.3 Key with direct access to voice mail
    - 3.1.10.1.4 Internal Gigabit Ethernet port
  - 3.1.10.2 Interoperability with IEEE 802.3af PoE (Class 3)
  - 3.1.10.3 Interoperability with Skinny Client Control Protocol (SCCP) and Session Initiation Protocol (SIP) with Cisco call control
  - 3.1.10.4 Compatibility with Cisco Unified Communications Manager versions 4.1(3)sr5b, 4.2(3)sr2b, 4.3(1), 5.1.1(b), 5.1(2), 6.0(1) and greater
  - 3.1.10.5 Compatibility with Cisco Unified Communications Express and SRST version 4.1
  - 3.1.10.6 Positive device identity through X.509v3 Certificates, digitally signed images, cryptographically secure provisioning, and secure signaling and secure media with AES-128

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- 3.1.11 Cisco IP Phone 7975, 8 Button Gig Ethernet, Color, spare, part number **CP-7975G**= “or Equal”. Requirements:
- 3.1.11.1 The phone must include the following features -
    - 3.1.11.1.1 A minimum of :a 5.6-inch graphical TFT color display
    - 3.1.11.1.2 A minimum of : 16-bit color depth, 320 x 240 effective pixel resolution
    - 3.1.11.1.3 Full-duplex speakerphone
    - 3.1.11.1.4 Key with direct access to voice mail
    - 3.1.11.1.5 Internal Gigabit Ethernet port
  - 3.1.11.2 Interoperability with IEEE 802.3af PoE (Class 3)
  - 3.1.11.3 Interoperability with Skinny Client Control Protocol (SCCP) and Session Initiation Protocol (SIP) with Cisco call control
  - 3.1.11.4 Compatibility with Cisco Unified Communications Manager Versions 4.1(3)sr5b, 4.2(3)sr2b, 4.3(1), 5.1.1(b), 5.1(2), 6.0(1) and greater
  - 3.1.11.5 Compatibility with Cisco Unified Communications Express and SRST Version 4.1
  - 3.1.11.6
- 3.1.12 Cisco Wireless IP Phone 7925G, Cisco Unified Communications Manager and Cisco Unified Communications Manager Express User License Required; (Battery/Power Supply Not Included), part number **CP-7925G-A-K9**= “or Equal”. Requirements:
- 3.1.12.1 The phone must include the following features -
    - 3.1.12.1.1 Include IEEE 802.11 a/b/g radio
    - 3.1.12.1.2 A minimum of : atwo-inch color display
    - 3.1.12.1.3 Built-in speakerphone
  - 3.1.12.2 Provide Bluetooth 2.0 support with Enhanced Data Rate (EDR)
  - 3.1.12.3 Comply with Ingress Protection Code (IP54) for dust and water resistance
  - 3.1.12.4 Comply with military standard MIL-STD-810F for shock resistance
  - 3.1.12.5 Compatibility with CUCM versions 4.1, 4.2, 4.3, 5.1, 6.0, 6.1, 7.0 and later
  - 3.1.12.6 Compatibility with Cisco Unified Communications Express 4.3 and later
  - 3.1.12.7 Compatibility with Cisco Unified SRST Version 4.3 and later
  - 3.1.12.8 Interoperability with Skinny Client Control Protocol (SCCP)

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- 3.1.13 Cisco Unified Wireless IP Phone 7925G Battery, part number **CP-BATT-7925G-STD**= “or Equal”
- 3.1.14 Cisco Unified Wireless IP Phone 7925G Battery, Extended, part number **CP-BATT-7925G-EXT**= “or Equal”
- 3.1.15 Cisco Unified Wireless IP Phone 7925G Power Supply for North America, part number **CP-PWR-7925G-NA**= “or Equal”
- 3.1.16 Cisco Unified Wireless IP Phone 7925G Desktop Charger bundle, power supply, AC power cord, part number **CP-DSKCH-7925G-BUN** “or Equal”
- 3.1.17 Cisco Unified Wireless IP Phone 7925G Desktop Charger spare, (power supply not included) part number **CP-DSKCH-7925G**= “or Equal”
- 3.1.18 Cisco Unified Wireless IP Phone 7925G Desktop Charger power supply (North America), part number **CP-PWR-DC7925G-NA**= “or Equal”
- 3.1.19 Cisco Unified Wireless IP Phone 7925G USB cable, part number **CP-CAB-USB-7925G**= “or Equal”
- 3.1.20 Cisco Unified Wireless IP Phone 7925G Ruggedized Case, part number **CP-RUG-CASE-7925G**= “or Equal”
- 3.1.21 Cisco 7925G Belt Holster, part number **CP-HOLSTER-7925G**= “or Equal”
- 3.1.22 Cisco IP Phone 8811, part number **CP-8811-K9**= “or Equal”.  
Requirements:
  - 3.1.22.1 The phone must include the following features:
    - 3.1.22.1.1 A minimum of : a 800x480 pixel display with 5-inch widescreen, grayscale,
    - 3.1.22.1.2 A minimum of : fixed function keys, support for 5 directory numbers, 5 programmable line keys and 4 soft keys.
    - 3.1.22.1.3 Gigabit Ethernet switch
    - 3.1.22.1.4 Headset port
  - 3.1.22.2 Interoperability with IEEE PoE class 2
  - 3.1.22.3 Compatibility with Cisco Unified Communications Manager 9.1.2 or later

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- 3.1.22.4 Compatibility with Cisco Unified Communications Manager Express version 10.0 or later
  - 3.1.22.5 Compatibility with Cisco Hosted Collaboration Solution 8.6.2 or later
  - 3.1.22.6 Handset that is hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)
- 3.1.23 Cisco IP Phone 8841, part number **CP-8841-K9**= “or Equal”.  
Requirements:
- 3.1.23.1 The phone must include the following features
    - 3.1.23.1.1 A minimum of : a 5-inch color, , graphical widescreen VGA (800x480 pixels) display
    - 3.1.23.1.2 A full-duplex speakerphone
    - 3.1.23.1.3 Analog headset port
    - 3.1.23.1.4 Internal 2-port Gigabit Ethernet switch
    - 3.1.23.1.5 A minimum of : 5 programmable line keys
  - 3.1.23.2 Interoperability with IEEE PoE class 2
  - 3.1.23.3 Compatibility with Cisco Unified Communications Manager versions 8.5.1, 8.6.2, 9.1.2, 10.0 and later
  - 3.1.23.4 Compatibility with Cisco Unified Communications Manager Express (Unified CME) 10.0 and later through fast track
  - 3.1.23.5 Compatibility with Cisco Business Edition 6000 (BE 6000) versions 8.6.2, 9.1.2, 10.0, and later
  - 3.1.23.6 Compatibility with Cisco Hosted Collaboration Solution (HCS) version 8.6.2 and later (using supported UCM versions above)
  - 3.1.23.7 Handset that is hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)
- 3.1.24 Cisco IP Phone 8851, part number **CP-8851-K9**= “or Equal”.  
Requirements:
- 3.1.24.1 The phone must include the following features
    - 3.1.24.1.1 A minimum of : a 5-inch, widescreen, , grayscale, 800x480 pixel display
    - 3.1.24.1.2 Hearing aid compatible handset
    - 3.1.24.1.3 Gigabit Ethernet switch
    - 3.1.24.1.4 Bluetooth 4.0 technology
    - 3.1.24.1.5 Auxiliary port
    - 3.1.24.1.6 USB port
    - 3.1.24.1.7 Headset port

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- 3.1.24.1.8 Fixed function keys including keypad, media, conferencing, transfer, hold, apps, directories, voice messaging
  - 3.1.24.1.9 A minimum of : five programmable line keys, four soft keys, and key expansion module.
  - 3.1.24.2 Interoperability with IEEE PoE class 3
  - 3.1.24.3 Compatibility with Cisco Unified Communications Manager 9.1.2 or later
  - 3.1.24.4 Compatibility with Cisco Unified Communications Manager Express version 10.0 or later
  - 3.1.24.5 Compatibility with Cisco Hosted Collaboration Solution 8.6.2 or later
  - 3.1.24.6 Comply with CE Markings per directives 2004/108/EC and 2006/95/EC
  - 3.1.24.7 Meet UL 60950 Second Edition safety requirements.
  - 3.1.24.8 Handset is hearing compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)
- 3.1.25 Cisco IP Phone 8861, part number **CP-8861-K9**= “or Equal”.
- Requirements:
- 3.1.25.1 The phone must include the following features
    - 3.1.25.1.1 A minimum of : a 5-inch widescreen,, grayscale, 800x480 pixel display
    - 3.1.25.1.2 Gigabit Ethernet switch
    - 3.1.25.1.3 Bluetooth 4.0 technology
    - 3.1.25.1.4 Wi-Fi client
    - 3.1.25.1.5 Auxiliary port, two USB ports, headset port, external audio ports
    - 3.1.25.1.6 A minimum of : Fixed function keys, 5 programmable line keys, 4 soft keys
  - 3.1.25.2 Interoperability with IEEE PoE class 4
  - 3.1.25.3 Compatibility with Cisco Unified Communications Manager 9.1.2 or later
  - 3.1.25.4 Compatibility with Cisco Unified Communications Manager Express version 10.0 or later
  - 3.1.25.5 Compatibility with Cisco Hosted Collaboration Solution 8.6.2 or later
  - 3.1.25.6 Comply with CE Markings per directives 2004/108/EC and 2006/95/EC
  - 3.1.25.7 Meet UL 60950 Second Edition safety requirements.
  - 3.1.25.8 Include features equivalent to Cisco Intelligent Proximity.
  - 3.1.25.9 Handset must be hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)



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- 3.1.26 Key Expansion Module for Cisco IP Phone 8800 Series, part number **CP-BEKEM**= “or Equal”. The module must be:
  - 3.1.26.1 Compatible with Cisco IP Phone 8800 firmware release 10.2(2) and later
  - 3.1.26.2 Compatible with Cisco Unified Communications Manager version 8.5(1) and later
  - 3.1.26.3 Compatible with Cisco Unified Survivable Remote Site Telephony (SRST) 8.0 and later
- 3.1.27 Cisco Unified IP Conference Phone 8831 Base Unit and Control Panel, part number **CP-8831-K9**= “or Equal”. The phone must:
  - 3.1.27.1 Support use of IEEE 802.3af line power
  - 3.1.27.2 Offer full-duplex high quality wideband speakerphone technology including automatic gain control, comfort-noise generation, silence suppression, voice activity detection, echo suppression, and dynamic noise reduction.
  - 3.1.27.3 Include support for third-party call control servers
  - 3.1.27.4 Support device authentication through 802.1x supplicant Transport Layer Security (TLS) and Secure Real-Time Transport Protocol (SRTP).
  - 3.1.27.5 Support of AES 128-bit encryption on the device
  - 3.1.27.6 Interoperability with IEEE PoE Class 3
  - 3.1.27.7 Compatibility with Cisco Unified Communications Manager 9.0 or later.
  - 3.1.27.8 Comply with CE Markings per directives 2004/108/EC and 2006/95/EC
  - 3.1.27.9 Meet UL 60950 Second Edition safety requirements.
- 3.1.28 Optional Wireless Microphone Kit for Cisco Unified IP Conference Phone 8831, part number **CP-8831-MIC-WRLS**= “or Equal”
  - 3.1.28.1 Include 2 DECT (Digital Equipment Cordless Technology) wireless microphones
  - 3.1.28.2 Include charging station for microphones
  - 3.1.28.3 Include power supply
- 3.1.29 Optional Wired Microphone Kit for Cisco Unified IP Conference Phone 8831, part number **CP-MIC-WIRED-S**= “or Equal”
  - 3.1.29.1 Includes 2 wired microphones



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3.1.30 Cisco Unified IP Phone 8945, Standard Handset part number **CP-8945-K9**= “or Equal”. Requirements:

- 3.1.30.1 The phone must include the following features -
  - 3.1.30.1.1 A minimum of : a 5-inch, 640 x 480 pixel VGA color display
  - 3.1.30.1.2 Three-way navigation cluster plus a select key enable vertical and horizontal scrolling
  - 3.1.30.1.3 High definition (HD) voice (wideband audio) and full duplex speakerphone
  - 3.1.30.1.4 A built-in, high-quality video (with a minimum of VGA or 640 x 480 pixel) camera up to 30 frames per second
  - 3.1.30.1.5 A minimum of : Four programmable feature keys and four programmable soft keys
  - 3.1.30.1.6 Gigabit Ethernet switch
  - 3.1.30.1.7 Bluetooth 2.1 support
  - 3.1.30.1.8 Interoperability with IEEE PoE class 2
  - 3.1.30.1.9 Handset that is hearing aid-compatible and meet the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)

3.1.31 Cisco Unified IP Phone 8961, Standard Handset part number **CP-8961-C-K9**= “or Equal”. Requirements:

- 3.1.31.1 The phone must include the following features -
  - 3.1.31.1.1 A minimum of : VGA color display, 5-inch (10 cm) graphical TFT color display, 24-bit color depth, 640 x 480 effective pixel resolutions
  - 3.1.31.1.2 A minimum of :Five feature/call session buttons
  - 3.1.31.1.3 Two USB ports
  - 3.1.31.1.4 Gigabit Ethernet connectivity
  - 3.1.31.1.5 High-definition (HD) voice support
- 3.1.31.2 SIP interoperation with the call control and partner applications
- 3.1.31.3 H.264 for video
- 3.1.31.4 IEEE PoE 802.3af and 802.3at supported (class 4)
- 3.1.31.5 Hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)

3.1.32 Cisco Unified IP Color Key Expansion Module, Standard Handset, part number **CP-CKEM-C**= “or Equal”. Requirements:

- 3.1.32.1 The expansion module must have the following features -

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- 3.1.32.1.1 A minimum of : Eighteen physical, programmable, illuminated LED line/feature keys per module; Thirty-six keys (programmable and physical) total
    - 3.1.32.1.2 Provide one-, two-, and three-module configurations
    - 3.1.32.1.3 Graphical, high-resolution color display
  - 3.1.32.2 Compatibility with Cisco Unified Communications Manager
  - 3.1.32.3 Compatibility with Cisco Unified Communications Manager Business Edition Release 7.1(3) and later
- 3.1.33 Cisco Unified IP Phone Power Cube 4, part number **CP-PWR-CUBE-4**= “or Equal”. This optional power cube is used as an AC-to-DC (48 volts) power supply for non-PoE deployments.
- 3.1.34 Cisco UC Phone 9951, Standard Handset, part number **CP-9951-C-K9**= “or Equal”. Requirements:
  - 3.1.34.1 The phone must include the following features -
    - 3.1.34.1.1 A minimum of : 5 feature buttons, 5 call session buttons
    - 3.1.34.1.2 A minimum of : a 5-inch (10 cm) graphical TFT color display, 24-bit color depth, 640 x 480 effective pixel resolution
    - 3.1.34.1.3 A minimum of : 5 Lines expanding to 77 with 2 key expansion modules
    - 3.1.34.1.4 Internal 2-port Ethernet switch for direct connection to a 10/100/1000 BASE-T Ethernet network through an RJ-45 interface
    - 3.1.34.1.5 2 USB ports
    - 3.1.34.1.6 General Purpose Audio In and Audio Out ports
  - 3.1.34.2 SIP interoperation with the call control and partner applications
  - 3.1.34.3 Interoperability with H.264/AVC for video
  - 3.1.34.4 IEEE Power over Ethernet 802.3af and 802.3at supported, class 4
  - 3.1.34.5 Compatibility with Cisco Unified Communications Manager version 7.1(3a)SU1 or later
  - 3.1.34.6 Compatibility with Survivable Remote Site Telephony (SRST) version 4.3 or later
  - 3.1.34.7 Compatibility with CME 8.6 or later
- 3.1.35 Cisco UC Phone 9951, Standard Handset with Camera, part number **CP-9951-C-CAM-K9**= “or Equal”.

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3.1.36 Cisco UC Phone 9971, Standard Handset, part number **CP-9971-C-K9=** “or Equal”. Requirements:

- 3.1.36.1 The handset must include the following features -
  - 3.1.36.1.1 A minimum of : 6 feature buttons, 6 call session buttons
  - 3.1.36.1.2 A minimum of : a 5.6-inch (14 cm) graphical TFT color display, 24-bit color depth, 640 x 480 effective pixel resolution,
  - 3.1.36.1.3 A minimum of :6 Lines expanding to 114 with 3 key expansion modules
  - 3.1.36.1.4 Internal 2-port Ethernet switch for direct connection to a 10/100/1000 BASE-T Ethernet network through an RJ-45 interface
  - 3.1.36.1.5 Desktop Wi-Fi Ethernet; 802.11a/b/g Wi-Fi compliant
  - 3.1.36.1.6 2 USB ports
  - 3.1.36.1.7 Secure digital input output (SDIO)
  - 3.1.36.1.8 General Purpose Audio In and Audio Out ports
- 3.1.36.2 SIP interoperation with the call control and partner applications
- 3.1.36.3 Interoperability with H.264/AVC for video
- 3.1.36.4 Interoperability with IEEE PoE 802.3af and 802.3at supported class 4.
- 3.1.36.5 Compatibility with Cisco Unified Communications Manager version 7.1(3a)SU1 or later
- 3.1.36.6 Compatibility with Survivable Remote Site Telephony (SRST) version 4.3 or later
- 3.1.36.7 Compatibility with CME 8.6 or later

3.1.37 Cisco UC Phone 9971, Standard Handset with Camera, part number **CP-9971-C-CAM-K9=** “or Equal”. Besides the features included in CP-9971-C-K9= , the phone must include the following:

- 3.1.37.1 Enables 2-way video calling between phones or video conferencing through a media conference unit

3.1.38 Cisco Unified IP Phone 7811, part number **CP-7811-K9 =** “or Equal”. Requirements:

- 3.1.38.1 The phone must include the following features:
  - 3.1.38.1.1 A minimum of: a 3.28" graphical display, 384 x 106 pixel resolution.
  - 3.1.38.1.2 A minimum of one (1) line shall be supported.
- 3.1.38.2 Compatibility with Cisco Unified Communications Manager 8.5.1, 8.6.2, 9.1.2, 10.x and later.
- 3.1.38.3 Compatibility with Cisco Unified Survivable Remote Site Telephony 8.x and later.
- 3.1.38.4 Compatibility with Cisco Business Edition 6000 8.6.2, 9.1.2, 10.x and later.

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- 3.1.38.5 Compatibility with Cisco Hosted Collaboration Solution 8.6.2 and later.
- 3.1.39 Cisco Unified IP Phone 7821 Module, part number **CP-7821-K9** = "or Equal". Requirements:
  - 3.1.39.1 The phone must include the following features:
    - 3.1.39.1.1 A minimum of: a 3.5" graphical display, 396 x 162 pixel resolution.
    - 3.1.39.1.2 A minimum of two (2) lines shall be supported.
  - 3.1.39.2 Compatibility with Cisco Unified Communications Manager 8.5.1, 8.6.2, 9.1.2, 10.x and later.
  - 3.1.39.3 Compatibility with Cisco Unified Survivable Remote Site Telephony 8.x and later.
  - 3.1.39.4 Compatibility with Cisco Business Edition 6000 8.6.2, 9.1.2, 10.x and later.
  - 3.1.39.5 Compatibility with Cisco Hosted Collaboration Solution 8.6.2 and later.
- 3.1.40 Cisco Unified IP Phone 7841 Module, part number **CP-7841-K9** = "or Equal". Requirements:
  - 3.1.40.1 The phone must include the following features:
    - 3.1.40.1.1 A minimum of: a 3.5" graphical display, 396 x 162 pixel resolution.
    - 3.1.40.1.2 A minimum of four (4) lines shall be supported.
  - 3.1.40.2 Compatibility with Cisco Unified Communications Manager 8.5.1, 8.6.2, 9.1.2, 10.x and later.
  - 3.1.40.3 Compatibility with Cisco Unified Survivable Remote Site Telephony 8.x and later.
  - 3.1.40.4 Compatibility with Cisco Business Edition 6000 8.6.2, 9.1.2, 10.x and later.
  - 3.1.40.5 Compatibility with Cisco Hosted Collaboration Solution 8.6.2 and later.
- 3.1.41 Cisco Unified IP Phone 7861 Module, part number **CP-7861-K9** = "or Equal". Requirements:
  - 3.1.41.1 The phone must include the following features:
    - 3.1.41.1.1 A minimum of: a 3.5" graphical display, 396 x 162 pixel resolution.
    - 3.1.41.1.2 A minimum of sixteen (16) lines shall be supported.
  - 3.1.41.2 Compatibility with Cisco Unified Communications Manager 8.5.1, 8.6.2, 9.1.2, 10.x and later.
  - 3.1.41.3 Compatibility with Cisco Unified Survivable Remote Site Telephony 8.x and later.

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- 3.1.41.4 Compatibility with Cisco Business Edition 6000 8.6.2, 9.1.2, 10.x and later.
- 3.1.41.5 Compatibility with Cisco Hosted Collaboration Solution 8.6.2 and later.
- 3.1.42 Cisco Wireless IP Phone 7926G, part number **CP-7926G-W-K9=** “or Equal”. Requirements:
  - 3.1.42.1 The phone must include the following features -
    - 3.1.42.1.1 Include IEEE 802.11 a/b/g radio
    - 3.1.42.1.2 A minimum of : a two-inch color display
    - 3.1.42.1.3 Built-in speakerphone
  - 3.1.42.2 Provide Bluetooth 2.0 support with Enhanced Data Rate (EDR)
  - 3.1.42.3 Comply with Ingress Protection Code (IP54) for dust and water resistance
  - 3.1.42.4 Comply with military standard MIL-STD-810F for shock resistance
  - 3.1.42.5 Compatibility with CUCM versions 7.0 and later
  - 3.1.42.6 Compatibility with Cisco Unified Communications Manager Express 8.6 and later
  - 3.1.42.7 Compatibility with Cisco Unified SRST Version 8.6 and later
  - 3.1.42.8 Compatibility with Cisco Compatible Version 4
- 3.1.43 Cisco IP Phone 8845, part number **CP-8845-K9=** “or Equal”. Requirements:
  - 3.1.43.1 The phone must include the following features
    - 3.1.43.1.1 A minimum of : a 5-inch color, graphical widescreen VGA (800x480 pixels) display
    - 3.1.43.1.2 A full-duplex speakerphone
    - 3.1.43.1.3 Analog headset port
    - 3.1.43.1.4 Internal 2-port Gigabit Ethernet switch
  - 3.1.43.2 Interoperability with IEEE PoE class 2
  - 3.1.43.3 Compatibility with Cisco Unified Communications Manager versions 8.5.1, 8.6.2, 9.1.2, 10.5.2, 11.0 and later
  - 3.1.43.4 Compatibility with Cisco Unified Communications Manager Express (Unified CME): Planned to be supported 11.5
  - 3.1.43.5 Compatibility with Cisco Business Edition 6000 (BE 6000) versions 8.6.2, 9.1.2, 10.5.2, 11.0, and later
  - 3.1.43.6 Compatibility with Cisco Hosted Collaboration Solution (HCS) version 8.6.2 and later (using supported UCM versions above)
  - 3.1.43.7 Handset that is hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)

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3.1.44 Cisco IP Phone 8865, part number **CP-8865-K9**= “or Equal”.

Requirements:

- 3.1.44.1 The phone must include the following features
  - 3.1.44.1.1 A minimum of : a 5-inch color, graphical widescreen VGA (800x480 pixels) display
  - 3.1.44.1.2 A full-duplex speakerphone
  - 3.1.44.1.3 Analog headset port
  - 3.1.44.1.4 Internal 2-port Gigabit Ethernet switch
- 3.1.44.2 Interoperability with IEEE PoE class 4
- 3.1.44.3 Compatibility with Cisco Unified Communications Manager versions 8.5.1, 8.6.2, 9.1.2, 10.0, 11.0 and later
- 3.1.44.4 Compatibility with Cisco Unified Communications Manager Express (Unified CME): Planned to be supported 11.5
- 3.1.44.5 Compatibility with Cisco Business Edition 6000 (BE 6000) versions 8.6.2, 9.1.2, 10.0, 11.0, and later
- 3.1.44.6 Compatibility with Cisco Hosted Collaboration Solution (HCS) version 8.6.2 and later (using supported UCM versions above)
- 3.1.44.7 Handset that is hearing aid-compatible and meets the Federal Communications Commission (FCC) loudness requirements for the Americans with Disabilities Act (ADA)

High-Density Packet Voice Digital Signal Processor Modules (PVDM3) or equal specified below include: multicore DSP technology; 512-megabit double-data-rate (DDR) synchronous dynamic random access memory (SDRAM) for each DSP; 240-pin dual inline-memory module (DIMM) interface; software echo cancellation compliant with ITU-T-G.168, with 128-ms tail coverage; 3.3 volts, 1.47 amps, and 4.85W; and support a wide range of codecs of different complexities.

3.1.45 16-channel high-density voice and video DSP (Digital Signal Processor) module, part number, **PVDM3-16**= “OR EQUAL”

3.1.46 32-channel high-density voice and video DSP module, or spare, part number **PVDM3-32**= “OR EQUAL”

3.1.47 64-channel high-density voice and video DSP module, or spare, part number **PVDM3-64**= “OR EQUAL”

3.1.48 128-channel high-density voice and video DSP module, or spare, part number **PVDM3-128**= “OR EQUAL”

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3.1.49 192-channel high-density voice and video DSP module, or spare,  
part number **PVDM3-192**= “OR EQUAL”

3.1.50 256-channel high-density voice and video DSP module, or spare,  
part number **PVDM3-256**= “OR EQUAL”

The Cisco third generation MFT VWIC3 or equal combines WAN interface card (WIC) and voice interface card (VIC) functions such as T1/E1 data; mixed data and packet voice; mixed data and packet voice with drop and insert.

3.1.51 1-Port T1/E1 Multiflex Trunk Voice/WAN Interface Card, part number **VWIC3-1MFT-T1/E1**= “or Equal”. Supports:

- 3.1.51.1 n x 64 kbps or n x 56 kbps, non-channelized data rates (T1: n = 1 to 24, E1: n = 1 to 31)
- 3.1.51.2 ANSI T1.403 and AT&T Publication 62411 standards
- 3.1.51.3 Transmit Bit Rate 1.544 Mbps  $\pm$  50 bps/32 ppm
- 3.1.51.4 Receive Bit Rate 1.544 Mbps  $\pm$  50 bps/32 ppm
- 3.1.51.5 Line Code Alternate-mark-inversion (AMI), binary 8-zero substitution (B8ZS)
- 3.1.51.6 AMI Ones Density Enforced for n x 56-kbps channels
- 3.1.51.7 Framing Format D4 (Super Frame [SF]) and Extended Super Frame (ESF)
- 3.1.51.8 Output Level (line build-out [LBO]) 0, -7.5, or -15 dB
- 3.1.51.9 Input Level +1 dB0 down to -24 dB0
- 3.1.51.10 Data-Terminal-Equipment (DTE) Interface (WIC mode)  
Fractional service

3.1.52 2-Port T1/E1 Multiflex Trunk Voice/WAN Interface Card, part number **VWIC3-2MFT-T1/E1**= “or Equal”. Supports:

- 3.1.52.1 n x 64 kbps or n x 56 kbps, non-channelized data rates (T1: n = 1 to 24, E1: n = 1 to 31)
- 3.1.52.2 ANSI T1.403 and AT&T Publication 62411 standards
- 3.1.52.3 Transmit Bit Rate 1.544 Mbps  $\pm$  50 bps/32 ppm
- 3.1.52.4 Receive Bit Rate 1.544 Mbps  $\pm$  50 bps/32 ppm
- 3.1.52.5 Line Code Alternate-mark-inversion (AMI), binary 8-zero substitution (B8ZS)
- 3.1.52.6 AMI Ones Density Enforced for n x 56-kbps channels
- 3.1.52.7 Framing Format D4 (Super Frame [SF]) and Extended Super Frame (ESF)
- 3.1.52.8 Output Level (line build-out [LBO]) 0, -7.5, or -15 dB
- 3.1.52.9 Input Level +1 dB0 down to -24 dB0
- 3.1.52.10 Data-Terminal-Equipment (DTE) Interface (WIC mode)  
Fractional service



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- 3.1.53 4-Port T1/E1 Multiflex Trunk Voice/WAN Interface Card, part number **VWIC3-4MFT-T1/E1**= “or Equal”. Supports:
- 3.1.53.1 n x 64 kbps or n x 56 kbps, non-channelized data rates (T1: n = 1 to 24, E1: n = 1 to 31)
  - 3.1.53.2 ANSI T1.403 and AT&T Publication 62411 standards
  - 3.1.53.3 Transmit Bit Rate 1.544 Mbps  $\pm$  50 bps/32 ppm
  - 3.1.53.4 Receive Bit Rate 1.544 Mbps  $\pm$  50 bps/32 ppm
  - 3.1.53.5 Line Code Alternate-mark-inversion (AMI), binary 8-zero substitution (B8ZS)
  - 3.1.53.6 AMI Ones Density Enforced for n x 56-kbps channels
  - 3.1.53.7 Framing Format D4 (Super Frame [SF]) and Extended Super Frame (ESF)
  - 3.1.53.8 Output Level (line build-out [LBO]) 0, -7.5, or -15 dB
  - 3.1.53.9 Input Level +1 dB0 down to -24 dB0
  - 3.1.53.10 Data-Terminal-Equipment (DTE) Interface (WIC mode) Fractional service
- 3.1.54 Four-port Voice Interface Card - FXO (Universal), part number **VIC2-4FXO**= “or Equal”
- 3.1.55 Two-port Voice Interface Card - FXO (Universal), part number **VIC2-2FXO**= “or Equal”
- 3.1.56 Four-port Voice Interface Card - FXS and DID, part number **VIC3-4FXS/DID**= “or Equal”
- 3.1.57 Two-port Voice Interface Card- FXS and DID, part number **VIC3-2FXS/DID** “or Equal”
- 3.1.58 Two-port Voice Interface Card- E and M, part number **VIC3-2E/M**= “or Equal”
- 3.1.59 1Gigabyte (GB) Compact Flash (Spare) for Cisco 1900, 2900, 3900 ISR (only as spare), part number **MEM-CF-1GB**= “or Equal”
- 3.1.60 512 Megabyte (MB) Dynamic Random Access Memory (DRAM) (1 DIMM) for Cisco 2901, 2911, 2921 ISR, spare, part number **MEM-2900-512MB** “or Equal”
- 3.1.61 1GB DRAM (1 DIMM) for Cisco 2901, 2911, 2921 ISR, Spare, part number **MEM-2900-1GB** “or Equal”
- 3.1.62 2GB DRAM (1 DIMM) for Cisco 2901, 2911, 2921 ISR, Spare, part number **MEM-2900-2GB** “or Equal”



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- 3.1.63 512 Megabyte (MB) Dynamic Random Access Memory (DRAM) (1 DIMM) for Cisco 2951, ISR, spare, part number **MEM-2951-512MB** “or Equal”
- 3.1.64 1GB DRAM (1 DIMM) for Cisco 2951, ISR, Spare, part number **MEM-2951-1GB** “or Equal”
- 3.1.65 2GB DRAM (1 DIMM) for Cisco 2951, ISR, Spare, part number **MEM-2951-2GB** “or Equal”
- 3.1.66 512 Megabyte (MB) Dynamic Random Access Memory (DRAM) (1 DIMM) for Cisco 3925/3945 ISR, spare, part number **MEM-3900-512MB** “or Equal”
- 3.1.67 1GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare, part number **MEM-3900-1GB** “or Equal”
- 3.1.68 2GB DRAM (1 DIMM) for Cisco 3925/3945 ISR, Spare, part number **MEM-3900-2GB** “or Equal”
- 3.1.69 Feature License Survivable Remote Site Telephony Up To 25 Users, part number **FL-SRST-25=** “or Equal”
- 3.1.70 Feature License Survivable Remote Site Telephony Up To 35 Users, part number **FL-SRST-35=** “or Equal”
- 3.1.71 Feature License Survivable Remote Site Telephony Up To 50 Users, part number **FL-SRST-50=** “or Equal”
- 3.1.72 Feature License Survivable Remote Site Telephony Up To 100 Users, part number **FL-SRST-100=** “or Equal”
- 3.1.73 Feature License Survivable Remote Site Telephony Up To 175 Users, part number **FL-SRST-175=** “or Equal”
- 3.1.74 Feature License Survivable Remote Site Telephony Up To 250 Users, part number **FL-SRST-250=** “or Equal”
- 3.1.75 Communication Manager Express or SRST - 5 seat paper right to use (RTU), part number **FL-CME-SRST-5=** “or Equal”
- 3.1.76 Communication Manager Express or SRST - 25 seat paper right to use (RTU), part number **FL-CME-SRST-25=** “or Equal”

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- 3.1.77 Communication Manager Express or SRST - 100 seat paper right to use (RTU), part number **FL-CME-SRST-100**= “or Equal”
- 3.1.78 Cisco Unified Workspace Licensing (CUWL), Standard Add-on “or Equal”. Requirements:
- 3.1.78.1 Part number: L-CUWL-ADDON-STDK9 (Unified Workspace Licensing - Top Level for STD) “or Equal”
  - 3.1.78.2 Part number: CON-ECMU-LCUWLADD (SWSS UPGRADES Unified Workspace Licensing - Top Level) “or Equal”
  - 3.1.78.3 Part number: L-LIC-UWL-STD-SLED (Unified Workspace Licensing STD, 1 User Govt/Edu) “or Equal”
  - 3.1.78.4 Part number: CON-ECMU-STD SLED (SWSS UPGRADES Unified Workspace Licensing STD, 1 User) “or Equal”
  - 3.1.78.5 Part number: L-EXST-DEP-OVER10K (Total Deployment is Over 10,000 users) “or Equal”
  - 3.1.78.6 Part number: L-LIC-UWL-S-SLED-C (Services Mapping SKU, Over 10K UWL STD users) “or Equal”
  - 3.1.78.7 Part number: CON-ECMU-SSLEDC (SWSS UPGRADES Services Mapping SKU, Over 10K UWL STD) “or Equal”
  - 3.1.78.8 Part number: L-CUP-86-UWLA-PAK (Unified Presence 8.6 PAK) “or Equal”
  - 3.1.78.9 Part number: L-JAB9-DSK-UWL-RTU (Jabber for Desktop Right to Use Certificate) “or Equal”
  - 3.1.78.10 Part number: L-CUCM-UWL (Unified Communications Manager UWL DLU Bundle) “or Equal”
  - 3.1.78.11 Part number: L-CUCM-UWL-PAK (Unified Communications Manager UWL PAK) “or Equal”
  - 3.1.78.12 Part number: L-CUP-86-UWLA-USR (Unified Presence 8.6 Users) “or Equal”
  - 3.1.78.13 Part number: L-UNCN8-UWLA-PAK (Unity Connection 8.x Addon PAK for CUWL) “or Equal”
  - 3.1.78.14 Part number: L-UNITYCN8-UWL-USR (Unity Connection 8.x Users) “or Equal”
  - 3.1.78.15 Part number: L-CUP-ONPREM-OPT (Included Cisco Unified Presence On Premise) “or Equal”
  - 3.1.78.16 Part number: L-CUP-86-UWLA (Cisco Unified Presence Add-On 8.6 for CUWL only) “or Equal”
  - 3.1.78.17 Part number: L-JAB9-DSK-UWL (Jabber for Desktop 9.x for CUWL Only) “or Equal”
  - 3.1.78.18 Part number: L-UNITYCN8-UWLA (Unity Connection 8.0 for CUWL Addon only) “or Equal”

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- 3.1.79 Cisco Unified Contact Center Express (Unified CCX), Enhanced Add-on “or Equal”. Requirements:
- 3.1.79.1 Part number: CCX-10-ADD-K9 (CCX 10.0 Add-on Licenses) “or Equal”
  - 3.1.79.2 Part number: CON-ECMU-CCX10AK9 (SWSS UPGRADES CCX 10.0 Add-on Licenses) “or Equal”
  - 3.1.79.3 Part number: CCX-10-A-E-LIC (CCX 10.0 ENH Seat Qty 1 ADDON LICENSE ONLY) “or Equal”
  - 3.1.79.4 CON-ECMU-CCX1ELIC (SWSS UPGRADES CCX 10.0 ENH Seat Qt) “or Equal”
  - 3.1.79.5 CCX-10-PAK (CCX 10.0 autoexpanded PAK) “or Equal”
- 3.1.80 Cisco Unified Contact Center Express (Unified CCX), Premium Add-on “or Equal”. Requirements:
- 3.1.80.1 Part number: CCX-10-ADD-K9 (CCX 10.0 Add-on Licenses) “or Equal”
  - 3.1.80.2 CON-ECMU-CCX10AK9 (SWSS UPGRADES CCX 10.0 Add-on Licenses) “or Equal”
  - 3.1.80.3 CCX-10-A-P-LIC (CCX 10.0 PRE Seat Qty 1 ADDON LICENSE ONLY) “or Equal”
  - 3.1.80.4 CON-ECMU-CCX10LIC (SWSS UPGRADES CCX 10.0 PRE Seat Qt) “or Equal”
  - 3.1.80.5 CCX-10-PAK (CCX 10.0 autoexpanded PAK) “or Equal”

All headset equipment listed below, contained in specifications 3.1.81 – 3.1.105, is compatible with the current State’s Internet Protocol Telephony Cisco environment. Any “or Equal” response for these specifications must be certified as interoperable with the current environment by Cisco.

- 3.1.81 Supraplus Wideband Office Headset - Noise-cancelling monaural, part number **Plantronics HW251N** “or Equal”. Headset features include:
- 3.1.81.1 Wideband technology
  - 3.1.81.2 Quick Disconnect (QD) feature for added freedom
  - 3.1.81.3 Supports all amplifiers and USB-to-headset adapters with a QD connection
  - 3.1.81.4 Two years warranty
- 3.1.82 Supraplus Wideband Office Headset - Noise-cancelling Binaural, part number **Plantronics HW261N** “or Equal”. Headset features include:
- 3.1.82.1 Wideband technology
  - 3.1.82.2 Quick Disconnect (QD) feature for added freedom
  - 3.1.82.3 Supports all amplifiers and USB-to-headset adapters with a QD connection
  - 3.1.82.4 Two years warranty

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- 3.1.83 Over the Ear - Noise-cancelling monaural, part number **Plantronics H41N** “or Equal”. Headset features include:
  - 3.1.83.1 Over-the-ear design
  - 3.1.83.2 Adjustable speaker
  - 3.1.83.3 Quick Disconnect™
  - 3.1.83.4 DA45™ USB audio processor
  - 3.1.83.5 VISTA® M22 audio processor
  - 3.1.83.6 10-foot coil cord and adjustable clothing clip
  - 3.1.83.7 Two years warranty
- 3.1.84 Three-point- support Over-the-Ear - Noise-cancelling monaural, part number **Plantronics H81N** “or Equal”
- 3.1.85 H-Series Quick Disconnect to Modular Cable Standard - Cisco Modular Headset Jack, part number **Plantronics 26716-01** “or Equal”
- 3.1.86 USB-to QD Adaptor, part number **Plantronics DA40** “or Equal”
- 3.1.87 Convertible wireless Headset - Noise-cancelling w/Automatic Handset Lifter, part number **Plantronics CS540 w/HL10** “or Equal”. Features include:
  - 3.1.87.1 Roaming range up to 350 feet
  - 3.1.87.2 Wireless frequency = Digital Enhanced Cordless Telephony (DECT)™ 6.0
  - 3.1.87.3 Narrowband or wideband audio performance
  - 3.1.87.4 Up to 7 hours talk time
  - 3.1.87.5 1 year limited warranty
- 3.1.88 Convertible wireless Headset - Noise-cancelling monaural, part number **Plantronics CS540** “or Equal”. Features include:
  - 3.1.88.1 Roaming range up to 350 feet
  - 3.1.88.2 Wireless frequency = DECT™ 6.0
  - 3.1.88.3 Narrowband or wideband audio performance
  - 3.1.88.4 Up to 7 hours talk time
  - 3.1.88.5 1 year limited warranty
- 3.1.89 Automatic Handset Lifter, part number **Plantronics HL10** “or Equal”.
- 3.1.90 Over-the-head - Noise-cancelling Binaural wireless, part number **Plantronics CS520** “or Equal”. Features include:
  - 3.1.90.1 Roaming range up to 350 feet
  - 3.1.90.2 Wireless frequency = DECT™ 6.0
  - 3.1.90.3 Narrowband or wideband audio performance

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- 3.1.90.4 Up to 9 hours talk time
- 3.1.90.5 1 year limited warranty
- 3.1.91 Mono, 3-in-1(headband, neckband, earhook), noise canceling, STD (Standard variation microphone sensitivity), part number **Jabra BIZ 2400 (2406-820-105)** “or Equal”. Features include:
  - 3.1.91.1 Quick Disconnect (QD) option
  - 3.1.91.2 Narrowband frequency response
- 3.1.92 Mono Headband, Noise Canceling, STD (Standard variation microphone sensitivity), part number **Jabra BIZ 2400 (2403-820-105)** “or Equal”. Features include:
  - 3.1.92.1 Quick Disconnect (QD) option ( requires an additional cord)
  - 3.1.92.2 Compatibility with Wi-Fi phones
  - 3.1.92.3 Compatibility with DECT phones
  - 3.1.92.4 Connection to a PC and can be used to stream music/sound and for voice calls
  - 3.1.92.5 Compatibility with traditional desk phones
- 3.1.93 Duo, Noise Canceling, STD (Standard variation microphone sensitivity), part number **Jabra BIZ 2400 (2409-820-105)** “or Equal”. Features include:
  - 3.1.93.1 Quick Disconnect (QD) option ( requires an additional cord)
  - 3.1.93.2 Compatibility with Wi-Fi phones
  - 3.1.93.3 Compatibility with DECT phones
  - 3.1.93.4 Compatibility with PC and Desk Phone
  - 3.1.93.5 Narrowband frequency response
  - 3.1.93.6 Stereo sound through two speakers
- 3.1.94 Duo, IP, Noise Canceling, Neodymium speakers, part number **Jabra BIZ 2400 (2489-820-105)** “or Equal”. Features include:
  - 3.1.94.1 Quick Disconnect (QD) option ( requires an additional cord)
  - 3.1.94.2 Compatibility with Wi-Fi phones
  - 3.1.94.3 Compatibility with DECT phones
  - 3.1.94.4 Compatibility with PC and Desk Phone
  - 3.1.94.5 Wideband/High Definition voice frequency response
  - 3.1.94.6 Stereo sound through two speakers
- 3.1.95 Amplifier, Advanced noise canceling, Connects Headset to PC and phone, part number **Jabra LINK 850 (850-09)** “or Equal”. Features include:
  - 3.1.95.1 USB port powered

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- 3.1.95.2 Digital Signal Processing
- 3.1.95.3 Compatibility with PC and Desk Phone
- 3.1.95.4 Supervisor Port - supervisor interface enables agent training and call monitoring
- 3.1.95.5 Advanced noise reducing technology
- 3.1.95.6 Dynamic volume control
- 3.1.95.7 Optional busylight
- 3.1.96 Amplifier, Connects Headset to PC and Phone, part number **Jabra GN8050 TCA (01-0125)** "or Equal".
- 3.1.97 Cord connects Jabra headset to Cisco telephone, RJ11 connector, Quick Disconnect, part number **Jabra GN1200 CC (88011-99)** "or Equal"
- 3.1.98 Cord connects Jabra headset to Cisco telephone, Microphone amplification, RJ11 connector, Quick Disconnect, part number **Jabra GN1200 (88001-99)** "or Equal"
- 3.1.99 Monaural, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB, part number **Jabra PRO 9450 Flex (9450-65-707-105)** "or Equal".  
Features include:
  - 3.1.99.1 Wireless Technology: DECT 1.9
  - 3.1.99.2 Talk Range (feet): Up to 450 ft
  - 3.1.99.3 Unified Communication support
  - 3.1.99.4 Device supports Microsoft Windows
  - 3.1.99.5 Direct connection to desk phone via USB
  - 3.1.99.6 Conference call capacity: 4
  - 3.1.99.7 Control Center (Jabra PC Suite)
  - 3.1.99.8 Compatibility with PC and Desk Phone
  - 3.1.99.9 Frequency Response: Wideband|Narrowband
  - 3.1.99.10 Digital Signal Processing: Yes
  - 3.1.99.11 Listening Mode: One ear
  - 3.1.99.12 Noise cancelling microphone
  - 3.1.99.13 Adjustable Boom Arm
  - 3.1.99.14 Mute function
  - 3.1.99.15 Talk Time: Up to 10 hours
  - 3.1.99.16 Standby Time: Up to 38 hours
  - 3.1.99.17 Charge Time: Up to 120 minutes
  - 3.1.99.18 Wearing Style: Ear hook or Over the ear or headband style
  - 3.1.99.19 Remote Call Control
  - 3.1.99.20 Electronic Hook Switch: Yes
  - 3.1.99.21 Jabra PC Suite: Yes

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3.1.100 Duo, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB, part number **Jabra PRO 9450 Duo (9450-69-707-105)** “or Equal”.

Features include:

- 3.1.100.1 Wireless Technology: DECT 1.9
- 3.1.100.2 Talk Range (feet): Up to 450 ft
- 3.1.100.3 Unified Communication support
- 3.1.100.4 Device supports Microsoft Windows
- 3.1.100.5 Direct connection to desk phone via USB
- 3.1.100.6 Conference call capacity: 4
- 3.1.100.7 Control Center (Jabra PC Suite)
- 3.1.100.8 Compatibility with PC and Desk Phone
- 3.1.100.9 Frequency Response: Wideband|Narrowband
- 3.1.100.10 Digital Signal Processing: Yes
- 3.1.100.11 Listening Mode: Two ears
- 3.1.100.12 Noise cancelling microphone
- 3.1.100.13 Adjustable Boom Arm
- 3.1.100.14 Mute function
- 3.1.100.15 Talk Time: Up to 10 hours
- 3.1.100.16 Standby Time: Up to 38 hours
- 3.1.100.17 Charge Time: Up to 120 minutes
- 3.1.100.18 Wearing Style: Headband style
- 3.1.100.19 Remote Call Control
- 3.1.100.20 Electronic Hook Switch: Yes
- 3.1.100.21 Jabra PC Suite: Yes

3.1.101 Monaural, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB, part number **Jabra PRO 9460 Mono (9460-65-707-105)** “or Equal”. Features include:

- 3.1.101.1 Wireless Technology: DECT 1.9
- 3.1.101.2 Talk Range (feet): Up to 450 ft
- 3.1.101.3 Unified Communication support
- 3.1.101.4 Device supports Microsoft Windows
- 3.1.101.5 Direct connection to desk phone via USB
- 3.1.101.6 Conference call capacity: 4
- 3.1.101.7 Control Center (Jabra PC Suite)
- 3.1.101.8 Compatibility with PC and Desk Phone
- 3.1.101.9 Frequency Response: Wideband|Narrowband
- 3.1.101.10 Digital Signal Processing: Yes
- 3.1.101.11 Listening Mode: One ear
- 3.1.101.12 Noise cancelling microphone
- 3.1.101.13 Adjustable Boom Arm
- 3.1.101.14 Mute function
- 3.1.101.15 Talk Time: Up to 10 hours
- 3.1.101.16 Standby Time: Up to 38 hours
- 3.1.101.17 Charge Time: Up to 120 minutes



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- 3.1.101.18 Wearing Style: Ear hook or Over the ear or headband style
- 3.1.101.19 Remote Call Control
- 3.1.101.20 Electronic Hook Switch: Yes
- 3.1.101.21 Jabra PC Suite: Yes

3.1.102 Duo, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB, part number **Jabra PRO 9460 Duo (9460-69-707-105)** "or Equal". Features include:

- 3.1.102.1 Wireless Technology: DECT 1.9
- 3.1.102.2 Talk Range (feet): Up to 450 ft
- 3.1.102.3 Unified Communication support
- 3.1.102.4 Device supports Microsoft Windows
- 3.1.102.5 Direct connection to desk phone via USB
- 3.1.102.6 Conference call capacity: 4
- 3.1.102.7 Control Center (Jabra PC Suite)
- 3.1.102.8 Compatibility with PC and Desk Phone
- 3.1.102.9 Frequency Response: Wideband|Narrowband
- 3.1.102.10 Digital Signal Processing: Yes
- 3.1.102.11 Listening Mode: Two ears
- 3.1.102.12 Noise cancelling microphone
- 3.1.102.13 Adjustable Boom Arm
- 3.1.102.14 Mute function
- 3.1.102.15 Talk Time: Up to 10 hours
- 3.1.102.16 Standby Time: Up to 38 hours
- 3.1.102.17 Charge Time: Up to 120 minutes
- 3.1.102.18 Wearing Style: Ear hook or Over the ear or headband style
- 3.1.102.19 Remote Call Control
- 3.1.102.20 Electronic Hook Switch: Yes
- 3.1.102.21 Jabra PC Suite: Yes

3.1.103 Duo, Triple connectivity, Sound enhancing, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB, part number **Jabra PRO 9465 Duo (9465-69-804-105)** "or Equal". Features include:

- 3.1.103.1 Wireless Technology: DECT 1.9
- 3.1.103.2 Talk Range (feet): Up to 450 ft
- 3.1.103.3 Unified Communication support
- 3.1.103.4 Device supports Microsoft Windows
- 3.1.103.5 Direct connection to desk phone via USB
- 3.1.103.6 Conference call capacity: 4
- 3.1.103.7 Control Center (Jabra PC Suite)
- 3.1.103.8 Compatibility with PC and Desk Phone
- 3.1.103.9 Frequency Response: Wideband|Narrowband
- 3.1.103.10 Digital Signal Processing: Yes
- 3.1.103.11 Listening Mode: Two ears



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- 3.1.103.12 Noise cancelling microphone
- 3.1.103.13 Adjustable Boom Arm
- 3.1.103.14 Mute function
- 3.1.103.15 Talk Time: Up to 10 hours
- 3.1.103.16 Standby Time: Up to 38 hours
- 3.1.103.17 Charge Time: Up to 120 minutes
- 3.1.103.18 Wearing Style: Headband style
- 3.1.103.19 Remote Call Control
- 3.1.103.20 Electronic Hook Switch: Yes
- 3.1.103.21 Jabra PC Suite: Yes
- 3.1.103.22 Setup Display

3.1.104 Monaural, Triple connectivity, Sound enhancing, 2.4" touch screen display, Noise-cancelling, Wireless, Desk and Softphone, Connects via USB, part number **Jabra PRO 9470 Mono (9470-66-904-105)** "or Equal". Features include:

- 3.1.104.1 Wireless Technology: DECT 1.9
- 3.1.104.2 Talk Range (feet): Up to 450 ft
- 3.1.104.3 Unified Communication support
- 3.1.104.4 Device supports Microsoft Windows
- 3.1.104.5 Direct connection to desk phone via USB
- 3.1.104.6 Conference call capacity: 4
- 3.1.104.7 Control Center (Jabra PC Suite)
- 3.1.104.8 Compatibility with PC and Desk Phone
- 3.1.104.9 Frequency Response: Wideband|Narrowband
- 3.1.104.10 Digital Signal Processing: Yes
- 3.1.104.11 Listening Mode: One ear
- 3.1.104.12 Dual Microphone (Noise Blackout™)
- 3.1.104.13 Boom Arm Type: Midi
- 3.1.104.14 Mute function
- 3.1.104.15 Talk Time: Up to 10 hours
- 3.1.104.16 Standby Time: Up to 38 hours
- 3.1.104.17 Charge Time: Up to 120 minutes
- 3.1.104.18 Wearing Style: Behind-the-neck, Over the ear, or headband
- 3.1.104.19 Remote Call Control
- 3.1.104.20 Electronic Hook Switch: Yes
- 3.1.104.21 Jabra PC Suite: Yes
- 3.1.104.22 Setup Display

3.1.105 Cisco EHS 3 foot Adapter for Jabra wireless headsets and Cisco Unified IP phones, item number **Jabra LINK 14201-22 (14201-22)** "or Equal".

**4. CONTRACT AWARD:**

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

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in the price per requested unit, the extended price for the total number of estimated units and the grand total for all goods and services requested. If vendor proposes an alternate item, the item and its part number must be included in the pricing page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: linda.b.harper@wv.gov.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within 14 working days after orders are received. Vendor shall deliver emergency orders within 3 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

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

**7. VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.

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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 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 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.

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

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**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

Question Submission Deadline: 11/16/2015 5:00PM

Submit Questions to: Linda Harper, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: linda.b.harper@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, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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: 12/01/2015 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.

## **GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on award and extends for a period of one (1) 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty six (36) 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.

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

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

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

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

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

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

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

☐☐☐☐☐

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

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

☐☐☐☐

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

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

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

- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_  
for \_\_\_\_\_.  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.



- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.



For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

### **CERTIFICATION AND SIGNATURE PAGE**

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

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(Company)

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(Authorized Signature) (Representative Name, Title)

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(Phone Number) (Fax Number) (Date)