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**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 380204

**Solicitation Description :** Addendum 1 - Cisco Hardware and Software Support-SmartNet

**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
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<b>VENDOR</b>
000000219123 POMEROY IT SOLUTIONS SALES CO

**Solicitation Number:** CRFQ 0705 LOT1800000007

**Total Bid :** \$141,579.40      **Response Date:** 2017-10-18      **Response Time:** 10:25:37

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
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<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MAINTENANCE AND SUPPORT, SMART NET TOTAL CARE, OR				\$141,579.40

Comm Code	Manufacturer	Specification	Model #
81112201			

**Extended Description :** MAINTENANCE AND SUPPORT FOR LOTTERY LICENSED CISCO HARDWARE AND SOFTWARE PER ATTACHED SPECIFICATIONS - PRICING TO BE ENTERED ON EXHIBIT A.

**Comments:** Exhibit A Pricing Sheet



# Cisco Smart Net Total Care

## Service Description

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# 1. Overview

## 1.1 Smart Net Total Care

This document describes Cisco's Smart Net Total Care (SNTC) Device Level Support and Smart Capabilities

- TAC
- RMA
- Software Download (Including Collection Software and Technical Support (TS) Smart Applications where available)
- Cisco.com (Including Smart Enabled Portal where available)

For more detailed information on Cisco Smart Net Total Care, go to <http://www.cisco.com/go/sntc>.

Note: This document should be read in conjunction with the following documents also posted at [www.cisco.com/go/servicedescriptions/](http://www.cisco.com/go/servicedescriptions/): (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

## 1.2 Cisco Branded Service

Smart Net Total Care is a Cisco Branded Service.

- **Direct Sale from Cisco.** If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) or equivalent services agreement with Cisco. In the event of a conflict between this Service Description and your MSA or equivalent services agreement, this Service Description shall govern. All capitalized terms not defined in the Supplemental Glossary of Terms at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco.
- **Sale via Cisco Authorized Channel.** If you have purchased these Services through a Cisco Authorized Channel, this document is for description purposes only; it is not a contract between you and Cisco. The contract, if any, provided by your Cisco Authorized Channel, governing the provision of this Service will be the one between you and your Cisco Authorized Channel. All capitalized terms not defined in the Supplemental Glossary of Terms at the end of this document have the meaning ascribed in the Glossary of Terms in the Related Documents above.

For a copy of this or any other Cisco service descriptions, go to: [www.cisco.com/go/servicedescriptions/](http://www.cisco.com/go/servicedescriptions/)

# 2. Cisco Responsibilities

Cisco shall provide the various Service described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

## 2.1 Technical Support



#### Cisco Technical Assistance Center (TAC) access

- 24 hours per day and 7 days per week
- Assist with Product use, configuration, and troubleshooting issues.
- Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the Cisco Severity and Escalation Guideline: [http://www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/docs/Cisco\\_Severity\\_and\\_Escalation\\_Guidelines.pdf](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Severity_and_Escalation_Guidelines.pdf)

Smart Portal access, TS Smart Applications and Collection Software is provided on a self-support basis where available:

- Cisco will enable Customer access to the Smart Portal and make available TS Smart Applications and Cisco-owned Collection Software for download and use by Customer.
- No Smart TAC Support will be provided as part of the foundation deliverables of this Service. Customers can self-support themselves by accessing the Cisco's SNTC Support Community forum and/or online training content made available at Cisco's SNTC website.
- Direct Smart TAC. Customers needing direct Smart TAC support for any of the Smart Portal or Collection software can purchase such support under a separate maintenance service contract.

## 2.2 Online Access

Access to Cisco.com.

- This provides Customers with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.

Cisco Support Communities

- Access to SNTC Support Community

Smart Portal (where available).

- This is a web-based user interface to access Smart Net Total Care various reports, compiled through use of Smart capabilities.

## 2.3 Software Download

Operating System

- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make a Software patch available from the Cisco Software Central ([www.cisco.com/go/software](http://www.cisco.com/go/software)) or ship a Maintenance Release to Customer for the Product experiencing the problem.
- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the

contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.

- Software releases and any supporting Documentation will be made available from the Cisco Software Central. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

#### Collection Software (where available)

- Cisco will provide the Customer use of Collector Software.
- Collector Software is provided by Cisco with the features enabled as the default configuration in order to collect data upon installation. Such collections will continue until such time as the Collector Software has been uninstalled.
- Collector Software developmental updates will be managed by Cisco, as appropriate.

## 2.4 Returns Material Authorization (RMA)

Advance Replacement services are subject to geographic and weight restrictions depending upon Customer's location.

- Customer may check availability by accessing Cisco's Service Availability Matrix at: <http://tools.cisco.com/apidc/sam/search.do>.
- Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Advance Replacement to and from the European Union will be shipped Delivered Duty Paid (DDP) (Incoterms 2010). All other Advance Replacement will be shipped Delivered At Place (DAP) (Incoterms 2010), exclusive of any import duties, taxes and fees, where applicable. All Advance Replacement will be shipped using Cisco's preferred carrier, freight prepaid by Cisco. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide Customer with Advance Replacement(s) that are either new or equivalent to new.
- Cisco shall use commercially reasonable efforts to provide Customer with Hardware replacement services where available.

#### RMA Service Levels:

RMA Service Level	Description
24x7x2	Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
24x7x4	Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
8x5x4	Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.



<b>8x5xNext Business Day</b>	<p>Where Next Business Day delivery is available, an Advance Replacement will ship the same day to arrive the next Business Day provided both the call and Cisco's diagnosis and determination of the failed Hardware have been made before 3:00 p.m., Depot Time. For requests after 3:00 p.m., Depot Time, the Advance Replacement will ship the next Business Day.</p> <p>Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.</p>
<b>8x7xNext Calendar Day</b>	<p>Where Next Calendar Day delivery is available, an Advance Replacement will ship to arrive the next calendar day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer makes a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next calendar day.</p> <p>Where 8x7xNext Calendar Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same calendar day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following calendar day.</p>
<b>Non-RMA (SW)</b>	<p>In the event Customer elects to purchase this service level, Cisco will provide only technical support via TAC, access to Cisco.com, Software support for the Product and no Hardware replacement or onsite service will be performed.</p>
<b>Return for Repair</b>	<p>Not applicable for all Cisco Products.</p> <p>Customer returns failed Hardware to Cisco for repair.</p> <p>Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Cisco published specifications. Cosmetic repairs are performed in accordance with Cisco's or the Customer's defined cosmetic repair standard as mutually agreed upon, replacing any cracked, scratched or damaged covers as required. Additional charges may apply if Cisco determines the failed Hardware is beyond economic repair or no problem is found.</p> <p>Cisco will use commercially reasonable efforts to repair failed Hardware and ship repaired Hardware to Customer within thirty (30) days from receipt of failed Hardware by Cisco.</p> <p>On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail or fax will be sent to Customer confirming receipt of failed Hardware and quantities received.</p>

<b>RMA Service Level Includes Onsite Support</b>	<b>Description</b>
<b>Onsite Support 24x7x2</b>	Two Hour Response for Remedial Hardware Maintenance, twenty-four (24) hours per day, seven (7) days per week, including Cisco observed holidays.
<b>Onsite Support 24x7x4</b>	Four Hour Response for Remedial Hardware Maintenance twenty-four (24) hours per day, seven (7) days per week including Cisco observed holidays.
<b>Onsite Support 8x5x4</b>	Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site

<b>Onsite Support 8x7xNext Calendar Day</b>	Only available on China Price List. Next-Calendar-Day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that onsite Service is required has been made before 3:00 provided for calls placed after 3:00 p.m. Depot Time). Where Next Calendar Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts.
<b>Onsite Support 8x5xNext Business Day</b>	Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that onsite Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts.

## 2.5 Exception Service Levels for Specific Products

Additionally For UCS Product SKUs:

- Cisco's Unified Computing Systems ("UCS") products. Cisco TAC will work with Customers to diagnose problems or issues related to Product use and Third Party UCS Software integration questions. After Cisco employs reasonable efforts to isolate a Cisco Hardware or Software issue, in the event a product which is not included in the UCS Hardware and Software Interoperability Matrix on Cisco.com has been installed, Cisco may at its sole discretion, if it believes this component is the cause of the issue, request Customer to remove such component and replace it with a component which is included in the UCS Hardware and Software Interoperability Matrix prior to further troubleshooting. During the course of troubleshooting, if Cisco determines the problem resides with the Third Party UCS Product, then, upon request, Cisco will assist Customer in opening a case with Third Party UCS Supplier, subject to any support agreement in place between Customer and Third Party UCS Supplier
- To the extent it can, Cisco will assist Third Party UCS Supplier in its response and resolution of the Customer's case. If Customer elects to open a case directly with Third Party UCS Supplier, upon request, Cisco will provide relevant case information to Third Party UCS Supplier.

For UCS HW Only:

- For UCS products only and includes Onsite service levels only.
- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with RMA determination for purposes of Hardware replacement. Cisco will respond no later than next Business Day for any calls received. Cisco will work with Customer to diagnose problems or issues related to Product use. After Cisco employs reasonable efforts to isolate a Cisco Hardware or Software issue, and in the event a product which is not included in the UCS Hardware and Software Interoperability Matrix located on Cisco.com has been installed, Cisco may at its sole discretion, if it believes this component is the cause of the issue, request Customer to remove such component and replace it with a component which is included in the UCS Hardware and Software Interoperability Matrix prior to further troubleshooting.

#### UCS – Onsite Troubleshooting

- In the event Customer purchases this service, if, during the course of troubleshooting a Unified Computing System (UCS) problem, Cisco Technical Assistance Center (TAC) determines the problem resides with a Hardware component, TAC will expedite a labor dispatch for field engineer to go to the Customer site to diagnose and/or isolate problems related to Product use. In the event the problem is not immediately known, TAC will continue troubleshooting to isolate the issue and determine if remote resolution is possible. If TAC determines that onsite support is necessary, TAC will dispatch a field engineer to the Customer site to aid in the ongoing troubleshooting to diagnose and/or isolate the problem. In either case, Cisco will provide a Four Hour Response for Remedial Hardware Maintenance service from the time its diagnosis and determination that a FRU is required.
- Cisco will also provide field engineer prioritized labor in support of parts replacements as required under external Field Notices specifically associated with product recalls but no onsite troubleshooting will be performed and any resulting action to address Field Notices is not subject to a Four Hour Response target.

#### UCS - Drive Retention Service

- In the event Customer purchases this service, if, during the course of troubleshooting a Unified Computing System (UCS) problem, Cisco Technical Assistance Center (TAC) determines the problem resides with a UCS Drive, Cisco authorizes Customer to retain the defective drive provided that the Customer completes and returns to Cisco a Certificate of Destruction.

#### Local Language Technical Support

- Where available, and subject to an additional fee, local language support for calls on all assigned severity levels may be available for specific product(s).

#### Post LDOS Products

- Provision of Services described herein is subject to approval by Cisco of Customer's request for extended support and such approval is conditioned upon Product type and configuration.
- Last Day of Support (LDoS) represents the date when Customers will no longer receive service and support for the Product. Applicable dates are identified in End of Life bulletins.
- After this date, all support services for the Product are unavailable unless technical services for Post LDoS described in this document have been purchased.
- Cisco will provide only Hardware Replacement defined as network services impacting problems that have been identified by the Customer to Cisco TAC and subsequently qualified via Cisco's normal evaluation process. Hardware Replacement will be provided according to the following terms and conditions: 1) Cisco TAC will use commercially reasonable efforts to work with the Customer to determine the locality of impact and to find a workaround for the problem. 2) If an alternative workaround is not possible during the term of support, then Cisco will make commercially reasonable efforts to provide a solution to remedy the problem. 3) If despite commercially reasonable efforts Cisco is unable to provide a Hardware Replacement, it may be necessary for the Customer to remove or upgrade the impacted Hardware to correct the problem.
- Cisco will provide only Critical Software Support defined as network services impacting bugs that have

been identified by the Customer to Cisco TAC and subsequently qualified via Cisco's normal evaluation process. If despite commercially reasonable efforts to address the Critical Software Support, Cisco is unable to provide a Software based solution, it may be necessary for the Customer to remove or upgrade the impacted Software based systems to correct the problem.

## 3. Customer Responsibilities

### 3.1 Cisco assumes that Customer will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days' Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Note: Not applicable for Products supported under Return for Repair Service
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary. Note: Not applicable for Products supported under Return for Repair Service.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.
- Defective parts must be returned within ten (10) calendar days of the ship date of the replacement part(s). For defective parts that have not been returned within thirty (30) calendar days after shipment of the replacement parts, Cisco reserves the right to charge liquidated damages equivalent to the full list price of the parts not returned in accordance with Cisco's return materials authorization (RMA) procedure located at [www.cisco.com](http://www.cisco.com).
- Customer is responsible for proper packaging of the returned parts and must include a description of the failure and the written specifications of any changes or alterations made.
- Packages for replacement in accordance with this subsection shall be shipped by customer Delivered at

Place (DAP) (Incoterms 2010), including any applicable import duties, taxes and fees; however, customers under a current service maintenance contract for the replacement hardware or participating in Cisco's Trade In program may be able to schedule a pickup of authorized returns at no additional charge using Cisco's Product Online Web Returns (POWR) tool located at [www.cisco.com](http://www.cisco.com).

- Defective parts that cannot be returned due to data security and are not covered under a UCS Drive Retention Service contract (as defined in Part IV of this document) may be eligible for destruction. Customer must receive prior written approval from Cisco using the authorized Asset Destruction Approval request form and agree to financial implications of destruction in accordance with Cisco's Statement of Policy Regarding the Removal of Data on Cisco Equipment located at: [www.cisco.com/en/US/prod/policy\\_regarding\\_the\\_removal\\_of\\_data\\_on\\_cisco\\_equipment.pdf](http://www.cisco.com/en/US/prod/policy_regarding_the_removal_of_data_on_cisco_equipment.pdf).
- Customer will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- In the case of Return for Repair Service, failed Hardware must be received by Cisco within sixty (60) days of RMA issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.
- Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

### 3.2 Smart Portal and Software Collection (where available)

- By installing the Collector Software, the Customer acknowledges understand and agrees that Customer Network Information will be transmitted and used to generate reports regarding Customer's network and equipment.
- Upon installation on Customer's network, Collector Software will immediately begin communicating to a Cisco server via secure encryption to enable Cisco to discover information about the Products within Customer's network and such collections will continue until such time as the Collector Software has been uninstalled or collection features disabled. Upon termination of the Service or in the event the Collector Software has been uninstalled prior to termination of the Service, Customer must return Collector



Software to Cisco.

- Customer can elect to disable collection features of Collector Software or uninstall Collector Software at any time. By performing these actions, Customer understands that Cisco will be unable to provide certain elements of the Service and Cisco will not be responsible for performance of any obligations associated with Collector Software and the resulting level of service delivery will result in Customer primarily receiving Technical Support with limited or no Smart capabilities under the Service.
- Customer has the ability destroy any such Customer Network Information collected by Cisco and shown in the Portal at any time upon request otherwise Cisco will continue to protect the Customer Network Information consistent with terms of the Agreement between the parties and Cisco's data retention policy.
- Customer must provide the Collector Hardware, including the embedded operating system or Hypervisor, for performance of Services described herein.
- Customer is responsible for providing and obtaining all hardware, as specified by Cisco, necessary to support the Collector Software and collection process.
- Customer acknowledges that Cisco will only support generally available Products and Software releases/versions unless otherwise mutually agreed.
- Customer will permit the Collector Software to access all Customer network devices managed by the inventory collection process.
- Customer will provide data communication access for use by the Collector Software to transmit inventory data to Cisco and support of the Collector Software from a remote Cisco location.
- Customer will provide the Collector Software with Simple Network Management Protocol and OS-level Command Line Interface (CLI) access to all Cisco Product(s) covered under the Service.
- Customer will ensure that the Portal access is restricted to those Customer employee(s) or authorized contractor(s) who have a bona fide need to access the Portal and/or a need to know the contents of the output of the Collector Software.
- Perform an initial set-up:
  - 1) install the Collector Hardware in a secure area with limited physical access
  - 2) connect the Collector Hardware to the network
  - 3) secure Collector Hardware behind Customer's corporate firewall

### 3.3 Customers that have purchased the UCS Service Level - Drive Retention Service

- Destroy the defective UCS Drive at Customer's risk and expense and not return the defective drive to Cisco
- Provide Cisco with a Certificate of Destruction within thirty (30) days of receipt of the replacement Product; otherwise the replacement Product will be charged at the current List Price

## 4. Supplemental Glossary of Terms

### 4.1 Terms/Definitions

Term	Definition
<b>Certificate of Destruction</b>	Means the document which shall be signed by an authorized representative of the Customer, certifying that UCS Drive has been destroyed, located at <a href="http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Drive_Retention_CoD.pdf">http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Drive_Retention_CoD.pdf</a>
<b>Collector Hardware</b>	Means a Customer-provided server which runs a Virtual Machine environment that in turn hosts Collector Software for the purposes of collecting information relating to installed Cisco device configuration and inventory.
<b>Collector Software or Collection Software</b>	Means a network profiling software tool, which runs on the Collector Hardware, used for the purposes of collecting information relating to installed Cisco device configuration and inventory.
<b>Customer Network Information</b>	Means the information about Customer's network that is collected, stored and analyzed in connection with the Service and may include, without limitation, the following information: configurations (including running configurations and startup configurations), product identification numbers, serial numbers, host names, equipment locations, IP addressed, system contracts, equipment models, feature sets, software versions, hardware versions, installed memory, installed flash, boot versions, chassis series, exceptions to such information (e.g., duplicate host name, duplicate IP address, device running interim release image), slot IDs, card types, card families, firmware versions, and other network and inventory information as deemed appropriate by Cisco.
<b>Hypervisor</b>	Means a software program that manages multiple operating systems, or multiple instances of the same operating system, on a single computer system
<b>Independent Software Vendor</b>	Supplier of Third Party Software
<b>Smart</b>	Means the utilization of automated software-enabled capabilities that collect network diagnostic data, analyzed and compared with Cisco's deep knowledge base to provide actionable insight.
<b>Smart Enabled Portal or Portal</b>	A web-based user interface to access Smart Net Total Care reports.
<b>SNTC Support Community</b>	Means the support forum located at cisco.com that addresses SNTC related items.
<b>Third Party UCS Product</b>	Non-Cisco hardware or software Customer has acquired directly from Third Party UCS Supplier that is used within the Unified Computing solution.
<b>Third Party UCS Software</b>	Software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor.
<b>Third Party UCS Supplier</b>	A provider of Third Party UCS Product to Customer.
<b>TS Smart Applications</b>	Means mobile applications for a phone or tablet that enables user to manage service contracts, amongst other features and can be downloaded through iTunes or Google Play. Application requirements and further information regarding the TS Smart Applications can be found at <a href="http://www.cisco.com/web/about/facts_info/apps/technicalsupport.html">http://www.cisco.com/web/about/facts_info/apps/technicalsupport.html</a> .
<b>UCS Drive</b>	A disk drive from the Cisco Unified Computing System B series or UCS C series only.

REVISED - Exhibit A - Pricing Page  
SMARTnet Service or Equal

Item #	Device	Serial #	Site Location	SKU#s	Coverage	Alternate Part Number	Alternate Manufacturer and Model if bidding or equal	Unit of Measure	QTY	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 4	Extended Price
1	CCW Primary ASA 5520	JMX1530L12U	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS2BUNK9	SNTC-8X5X4 ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES			Each	1	\$ 1,435.38	\$1,650.68	\$ 1,898.29	\$ 2,183.03	\$ 7,167.4
2	CCW 2nd ASA 5520	JMX1530L12T	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-AS2BUNK9	SNTC-8X5XNBD ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES			Each	1	\$ 1,103.95	\$1,269.54	\$ 1,459.97	\$ 1,678.97	\$ 5,512.4
3	CCW AnyConn ASA 5510	SN-JMX1342L0ZL	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-AS1BUNK9	SNTC-8X5XNBD ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
4	CCW SFTP ASA 5510	SN-JMX1342L0ZK	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-AS1BUNK9	SNTC-8X5XNBD ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
5	BP Prim ASA 5510	SN-JMX1342L0ZJ	64 Sterling Drive, Bridgeport WV 26330	CON-SNTE-AS1BUNK9	SNTC-8X5X4 ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
6	BP Sec ASA 5510	SN-JMX1510L1C5	64 Sterling Drive, Bridgeport WV 26330	CON-SNT-AS1BUNK9	SNTC-8X5XNBD ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
7	2951 Router	FTX1531AN57	64 Sterling Drive, Bridgeport WV 26330	CON-SNT-2951	SNTC-8X5XNBD Cisco 2951 w/3 GE			Each	1	\$ 1,345.91	\$1,547.80	\$ 1,779.97	\$ 2,046.97	\$ 6,720.7
8	2951 Router	FTX1532AHQ7	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-2951	SNTC-8X5XNBD Cisco 2951 w/3 GE			Each	1	\$ 1,023.54	\$1,177.07	\$ 1,353.63	\$ 1,556.67	\$ 5,110.9
9	2921 Router	FTX1531AMUL	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-2921	SNTC-8X5XNBD Cisco 2921			Each	1	\$ 770.49	\$ 886.07	\$ 1,018.98	\$ 1,171.82	\$ 3,847.4
10	2911 Router	FTX1532AH2A	100 Munciple Plaza Ste 500 Weirton WV 26062	CON-SNT-2911	SNTC-8X5XNBD Cisco 2911 w/3 GE,4			Each	1	\$ 424.42	\$ 488.09	\$ 561.30	\$ 645.50	\$ 2,119.3
11	CCW 6509 Core Router	SMG1529N061	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-WS-C6509	SNTC-8X5X4 Catalyst 6509			Each	1	\$ 8,652.47	\$9,950.34	\$ 11,442.90	\$13,159.33	\$ 43,205.0
12	Nexus	SSH152504NK	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,988.26	\$2,286.50	\$ 2,629.48	\$ 3,023.90	\$ 9,928.1
13	Nexus	SSH15280FA0	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,998.26	\$2,286.50	\$ 2,629.48	\$ 3,023.90	\$ 9,938.1
14	Nexus	SSH15280FKE	64 Sterling Drive, Bridgeport WV 26330	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,988.26	\$2,286.50	\$ 2,629.48	\$ 3,023.90	\$ 9,928.1
15	Nexus	SSH15280FGF	64 Sterling Drive, Bridgeport WV 26330	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,988.26	\$2,286.50	\$ 2,629.48	\$ 3,023.90	\$ 9,928.1
16	WS-C3750X-48PF-S	FDO1529K1CC	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-3750X4FS	SNTC-8X5XNBD Catalyst 3750X 48 Port Full PoE IP Base			Each	1	\$ 719.89	\$ 827.87	\$ 952.05	\$ 1,094.86	\$ 3,594.7
17	WS-C3560C-8PC-S	FOC1817Y70T	750 Hollywood Drvie Charles Town WV 25414	CON-SNT-C356608P	SNTC-8X5XNBD Catalyst 3560C Switch 8 FE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
18	WS-C3560C-8PC-S	FOC1820Z2A2	300 West Main Street White Sulphur Springs WV	CON-SNT-C356608P	SNTC-8X5XNBD Catalyst 3560C Switch 8 FE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
19	WS-C3560CG-8PC-S	FOC1806Y3A4	1 South Stone Street Wheeling WV 26003	CON-SNT-WSC3560C	SNTC-8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
20	WS-C3560CG-8PC-S	FOC1737Y2MK	1 Greyhound Drive Cross Lanes WV 25313	CON-SNT-WSC3560C	SNTC-8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
21	WS-C3560CG-8PC-S	FOC1806Y3DC	1420 Mountaineer Circle New Cumberland WV	CON-SNT-WSC3560C	SNTC-8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
22	WLC5508 AIR-CT5508-K9	FCW1530L0ES	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-CT0812	SNTC-8X5XNBD Cisco 5508 Series Wi			Each	1	\$ 1,283.07	\$1,475.53	\$ 1,696.86	\$ 1,951.38	\$ 6,406.8
23	3560C Security Agg SW	FOC1951W42K	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-C356C12P	SNTC-8X5X4 Catalyst 3560C Switch 12 FE PoE, 2 x Dua			Each	1	\$ 86.38	\$ 99.34	\$ 114.24	\$ 131.37	\$ 431.3
24	ASA5505 Security Core	JMX1135Z02N	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS55BK9	SNTC-8X5X4 ASA5505-SEC-BUN-K9			Each	1	\$ 81.54	\$ 93.77	\$ 107.83	\$ 124.00	\$ 407.1
25	ASA5505 ICS FW	JMX1145z0U2	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS55BK9	SNTC-8X5X4 ASA5505-SEC-BUN-K9			Each	1	\$ 163.88	\$ 188.46	\$ 216.73	\$ 249.23	\$ 818.3
26	2911 Router (Spare)	FJC1905A087	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-2911SEC	SNTC-8X5XNBD Cisco 2911 Security			Each	1	\$ 293.03	\$ 336.98	\$ 387.53	\$ 445.66	\$ 1,463.2
27	ASA5505 Security Prim	JMX2114Y181	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS55BK9	SNTC-8X5X4 ASA5505-SEC-BUN-K9			Each	1	\$ 96.07	\$ 110.48	\$ 127.05	\$ 146.11	\$ 479.7

Total Bid Amount **\$ 141,579.4**



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: 380204

Doc Description: Addendum 1 - Cisco Hardware and Software Support-SmartNet

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-10-10	2017-10-19 13:30:00	CRFQ 0705 LOT1800000007	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Pomeroy  
 Attn: Summer Bailey  
 500 Westmoreland Office Park  
 Dunbar, WV 25064

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X *Summer Bailey* FEIN # 61-1352158 DATE 10/17/2017  
 All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:**

Addendum

Addendum 1 issued to correct Item # 24 Serial Number for Device ASA5505 Security Core and publish Revised Exhibit A Pricing Page.

End of Addendum

\*\*\*\*\*  
Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the WEST VIRGINIA LOTTERY to establish a contract for Maintenance and Support of Agency Owned and Licensed Cisco products known as SMART Net Total Care, or Equal, the services will be limited to applying corrective maintenance as well as implementation of any feature upgrades that are available to currently licensed users.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MAINTENANCE AND SUPPORT, SMART NET TOTAL CARE, OR	Exhibit A			\$141,579.40

Comm Code	Manufacturer	Specification	Model #
81112201	Cisco	Priced per Exhibit A.	

**Extended Description :**

MAINTENANCE AND SUPPORT FOR LOTTERY LICENSED CISCO HARDWARE AND SOFTWARE PER ATTACHED SPECIFICATIONS - PRICING TO BE ENTERED ON EXHIBIT A.



LOT1800000007	<b>Document Phase</b> Final	<b>Document Description</b> Addendum 1 - Cisco Hardware and Software Support-SmartNet	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: CRFQ LOT1800000007**

**Addendum Number: 01**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To correct Item # 24 Serial Number for Device ASA5505 Security Core to JMX1135Z02N.
2. To publish and attach Revised Exhibit A Pricing Page.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Pomeroy IT Solutions Sales Company Inc

\_\_\_\_\_  
Company

*Summer Bailey*  
\_\_\_\_\_  
Authorized Signature

*10-17-2017*  
\_\_\_\_\_  
Date

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

Revised 6/8/2012

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

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

Question Submission Deadline: October 13, 2017 at 10:00 AM EDT

Submit Questions to: Michelle Childers, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Michelle.L.Childers@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:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus       N/A       convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

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

Bid Opening Date and Time:                   October 19, 2017 at 1:30 PM EDT

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company; Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

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

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

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

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

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



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

**Term Contract**

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

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**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.

Licensed re-seller of Cisco products *Authorization Letter Attached.*

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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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

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

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

\_\_\_\_\_ for \_\_\_\_\_.

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

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

**13. 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.

**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. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. 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.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

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



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

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

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

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

**41. 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).

**42. 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.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. 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 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

REQUEST FOR QUOTATION  
Cisco Hardware and Software Support (SMART Net Total Care, or Equal)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WEST VIRGINIA LOTTERY to establish a contract for Maintenance and Support of Agency Owned and Licensed Cisco products known as SMART Net Total Care, or Equal, the services will be limited to applying corrective maintenance as well as implementation of any feature upgrades that are available to currently licensed users.

Although Cisco is a brand name, this procurement is not related to the purchase of new hardware or software but applies only to maintenance and support of Lottery owned hardware and software. All direct support must be provided by Cisco.

**Current Operating Environment:**

- A. The Lottery has various switches/routers and firewalls at Lottery locations as well as at the five casinos that generate revenue for the Lottery. Up-time for all of these locations is of utmost priority due to the State's dependence on the revenue generated by the Lottery.

**B. License and Supporting Details:**

1. ASA 5520 firewalls, quantity 2.
2. ASA 5510 firewalls, quantity 4.
3. 2951 Routers, quantity 5.
4. Catalyst core switch, quantity 1.
5. Nexus Chassis, 4 32 port devices.
6. Catalyst switches at casinos, quantity 6.
7. Other devices used to support special connectivity requirements.

- Agency Account Name: West Virginia Lottery
- Physical Address: 900 Pennsylvania Avenue, Charleston, WV 25302
- Account Contact: Darrin Stroup
- Account Email: [dstroup@wvlottery.com](mailto:dstroup@wvlottery.com)

**Response Notes:**

1. Cisco complexes are installed at the Primary Data Center on Pennsylvania Avenue in Charleston WV as well as the backup data center in Anmoore near Bridgeport WV. In addition each of the five casinos online to the Lottery have installed various Cisco devices to connect to the Lottery network. Support will generally be requested at the primary data center but should be available transparently from the backup data center or any of the five casinos.
2. The core switch at Bridgeport is end-of-life and not included in this procurement.



REQUEST FOR QUOTATION  
**Cisco Hardware and Software Support (SMART Net Total Care, or Equal)**

3. All devices should be co-termed with a contract awarded one year with three one-year renewals. Such renewals will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.
  4. Any references to specific devices above are general in nature, the Price Sheet attached as **Exhibit A** controls the specific requirements to be covered by this procurement.
  5. Note also that certain devices are specified for differing response times in parts with "SNT-8x5x4" in the coverage description meaning coverage from Monday through Friday and during day shift, with a response time for parts of four hours only while "SNT-8x5xNBD" is coverage from Monday through Friday with a response time for parts of Next Business Day.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 "**Contract Item**" means Hardware and Software Maintenance and Support for Agency Owned Cisco products known as SMART Net Total Care, or Equal as more fully described by these specifications.
  - 2.2 "**Pricing Page**" means the pages contained in wvOASIS or attached as **Exhibit A**, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 "**SMART Net**" refers to Cisco SMART Net Total Care, or equal service. Cisco SMART Net Service is a technical support service that provides IT staff with direct, anytime access to Cisco experts and online self-help resources necessary in order to provide assistance with trouble shooting and resolving installation, configuration, operational, and upgrade issues with Cisco products.
  - 2.4 "**Solicitation**" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor or Vendor's staff, if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1 Vendor **MUST** be a licensed reseller of Cisco.  
*Authorization letter Attached.*
4. **MANDATORY REQUIREMENTS:**
- 4.1 **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below. The part numbers provided are from Cisco, Inc.

## REQUEST FOR QUOTATION

### Cisco Hardware and Software Support (SMART Net Total Care, or Equal)

and are based on the Agency's current licensing file and reflect the configuration necessary to extend support.

#### **4.1.1 Contract Item #1: Extended Service Agreement – Cisco SMART Net Total Care or Equal:**

**4.1.1.1** The Manufacturer must provide Extended Service Agreement Cisco SMART Net Total Care (8x5xNBD and 8x5x4), or Equal, for the Cisco Agency-owned equipment listed on Exhibit A – Pricing Page.

**4.1.1.2** The Manufacturer must provide coverage for all Cisco hardware listed in Exhibit A – Pricing Page for a minimum of 12 months from date of award.

**4.1.1.3** The Manufacturer must register all Cisco hardware listed on Exhibit A – Pricing Page with Cisco SMART Net Total Care, or Equal.

**4.1.1.4** The Manufacturer must provide Lottery staff 24-hour direct access to the Cisco Technical Assistance Center (TAC), to facilitate opening support cases on all covered hardware.

**4.1.1.5** The Manufacturer must provide Lottery staff direct access to Cisco's knowledge library and support tools.

**4.1.1.6** The Vendor solution must provide Lottery staff access to the Cisco IOS Software Center for the purpose of downloading IOS releases on all covered hardware.

**4.1.1.7** The Vendor must register Lottery staff as administrators of the contract(s) in Cisco's Service Access Management Tool. Cisco Connect Online (CCO) IDs to be provided at the time of award.

**4.1.1.8** The Manufacturer must replace hardware by either: (1) Next-Business-Day (NBD) on Cisco equipment covered by SMART Net Total Care 8x5xNBD, or Equal as defined in the SMART Net Total Care Service or (2) 4 hours on Cisco equipment covered by SMART Net Total Care 8x5x4, or Equal as defined by the SMART Net Total Care Service.

**4.1.1.8.1** The Manufacturer must provide replacement within a time frame specified by the coverage chosen after failure to resolve technical issues using telephone support. For Next Business Day replacement parts, those parts will be available 7 hours per day (delivering the replacement hardware during normal business hours only), 5 days a week with next business day delivery. For 4 hour replacement parts, those parts will be available within 4 hours.

REQUEST FOR QUOTATION  
**Cisco Hardware and Software Support (SMART Net Total Care, or Equal)**

4.1.1.9 Replacement parts must be received between the hours of 8:00AM through 5:00PM Eastern Standard Time, Monday through Friday excluding State and Federal holidays and weekends.

4.1.1.9.1 Only replacement parts obtained thru Cisco's Return Material Authorization (RMA) process will be accepted. All hardware must be certified by Cisco as new or functional at the same level as new.

4.1.1.10 Should the Manufacturer find a line item unrepairable and need replaced, a formal notification via a change order issued by Purchasing Division will be initiated by the Agency to capture changes in equipment via formal memo. Maintenance subscription and coverage will be transferred to any item replaced thru Cisco's RMA process.

4.1.1.11 Vendor will include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual reviews will be initiated on Agency request authorized under the authority of the Purchasing Division. Must include product updates and upgrades directly from the manufacturer.

**Response Note:** Required quantities are specified in **Exhibit A**, the Pricing Page.

**4.2 Alternative 'Or Equal' Submission**

4.2.1 Vendor will assume any costs related to any required installation of new software, hardware and/or training related to the alternate submission.

**5 CONTRACT AWARD:**

5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall Total Bid Amount as shown on the Pricing Page. The contract will be awarded for one year with two optional one year renewal terms.

**CONTRACT WILL BE EVALUATED BASED ON TOTAL BID BUT ONLY AWARDED FOR FIRST YEAR AS DISCUSSED ABOVE.**

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



REQUEST FOR QUOTATION  
**Cisco Hardware and Software Support (SMART Net Total Care, or Equal)**

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

**5.4 Pricing Page:** If responding on paper, Vendor should complete the Exhibit A - Pricing Page by entering the unit price for hardware item for each year, multiplying by the quantity and entering the Extended Total Price for each line item. Vendors should then enter the Total Bid Amount of all four (4) years (First year plus the three (3) optional renewals) in the Total Bid Amount. Vendor should complete the Exhibit A - Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified. Vendor may use the attached Exhibit A – Pricing Page in Excel version attached to the solicitation, by entering the unit price per year and the Excel document will enter the Extended Total Price Each and Total Bid Amount automatically.

If responding electronically in wvOASIS, Vendors should enter the Total Bid Amount for all four (4) years (First year plus the three (3) optional renewals) in the commodity line of wvOASIS. The Exhibit A – Pricing Page should be attached to the electronic bid submittal.

If unable to respond online, Vendor must submit their Pricing Page with their submitted bid prior to the schedule bid opening date.

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

Any product brochures to support vendor's product should be submitted with vendors submitted bid response. This information WILL be required before award of contract.

**6. PAYMENT:**

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

**7. DELIVERY AND RETURN:**

**7.1 Shipment and Delivery:** Vendor shall ship applicable Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) calendar days after receiving a purchase order. Contract Items must be delivered to:

**West Virginia Lottery  
900 Pennsylvania Avenue  
Charleston, WV 25302.**

REQUEST FOR QUOTATION  
**Cisco Hardware and Software Support (SMART Net Total Care, or Equal)**

- 7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party. Any agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 7.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 7.4 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.
- 7.5 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.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. VENDOR DEFAULT:**
- 9.1** The following shall be considered a Vendor default under this Contract.
- 9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 9.1.2** Failure to comply with other specifications and requirements contained herein.
- 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4** Failure to remedy deficient performance upon request.

**REQUEST FOR QUOTATION  
Cisco Hardware and Software Support (SMART Net Total Care, or Equal)**

**9.2** The following remedies shall be available to Agency upon default.

**9.2.1** Immediate cancellation of the Contract.

**9.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**9.2.3** Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

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

**Contract Manager:** Summer Bailey, Technology Solutions Executive

**Telephone Number:** Office: 304-553-7526 / Mobile: 304-541-4288

**Fax Number:** 1-866-301-1761

**Email Address:** summer.bailey@pomeroy.com



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Summer Bailey, Technology Solutions Executive

(Name, Title)

Summer Bailey, Technology Solutions Executive

(Printed Name and Title)

Pomeroy - 500 Westmoreland Office Park - Dunbar, WV 25064

(Address)

304-553-7526 / 1-866-301-1761

(Phone Number) / (Fax Number)

summer.bailey@pomeroy.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pomeroy

(Company)

Summer Bailey, TSE

(Authorized Signature) (Representative Name, Title)

Summer Bailey, Technology Solutions Executive

(Printed Name and Title of Authorized Representative)

10-17-2017

(Date)

304-553-7526 / 1-866-301-1761

(Phone Number) (Fax Number)



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Pomeroy

Company

Summer Bailey

Authorized Signature

10-17-2017

Date

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Pomeroy IT Solutions Sales Company, Inc a DE Corporation

Address: 1020 Petersburg Road, Hebron KY 41048 - principal place of business

Contracting business entity's authorized agent: Tom Froman, VP SLED

Address: 1020 Petersburg Road, Hebron KY 41048

Number or title of contract: LOT1800000007 - Cisco Hardware + Software Support

Type or description of contract:

Governmental agency awarding contract: WV Lottery / Department of Administration

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

No person or entity owns more than 25% of Pomeroy

Pomeroy Group LLC, a Delaware limited liability company with 100% ownership interested in the contracting business entity.

Signature: [Signature] Date Signed: 10/18/2017

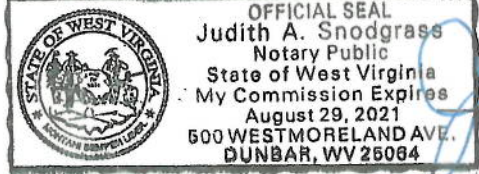
Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Kanawha

I, Judith A Snodgrass, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18th day of October, 2017.



[Signature] Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:



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;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Pomeroy

Signed: Summer Bailey

Date: 10-18-2017

Title: Technology Solutions Executive

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Pomeroy IT Solutions Sales Co Inc

Authorized Signature: Summer Bailey Date: 10-18-2017

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18 day of October, 2017.

My Commission expires Aug 29, \_\_\_\_\_, 2021.

**AFFIX SEAL HERE**



Judith A. Snodgrass  
Purchasing Affidavit (Revised 07/07/2017)



**MANUFACTURER'S AUTHORIZATION FORM**

**Date:** October 17, 2017

**To:** State of West Virginia - Lottery  
900 PENNSYLVANIA AVE  
CHARLESTON WV 25302

**Subject:** CRFQ 0705 LOT1800000007

Cisco Systems, Inc., a company duly organized under the laws of the State of California of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, Pomeroy ("Partner") wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of Cisco Products and/or Services which entitles Partner to do the following:

- (1) resell and/or distribute Cisco products and/or services in USA to end users within that territory;
- (2) bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Partner is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

This Authorization shall be accurate as of the date appearing at the top of this letter.

If you need any additional information, please do not hesitate to contact Jay Straigis at 408-895-3506. For more information about Cisco's channel partner program, please visit the following URL: <http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization for and on behalf of: **Cisco Systems, Inc.**

A handwritten signature in black ink, appearing to read "Phil Lozano", is written over a light blue horizontal line.

Phil Lozano, Director, Finance



REVISED - Exhibit A - Pricing Page  
SMARTnet Service or Equal

Item #	Device	Serial #	Site Location	Skuff's	Coverage	Alternate Part Number	Alternate Manufacturer and Model if bidding or equal	Unit of Measure	QTY	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3	Unit Cost Year 4	Extended Price
1	CCW Primary ASA 5520	JMX1530L12U	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS2BUNK9	SNTC-8X5X4 ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES			Each	1	\$ 1,435.38	\$ 1,650.68	\$1,898.29	\$2,183.03	\$ 7,167.4
2	CCW 2nd ASA 5520	JMX1530L12T	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-AS2BUNK9	SNTC-8X5XNBD ASA5520 w/300 VPN Prs, 4GE+1FE,3DES/AES			Each	1	\$ 1,103.95	\$ 1,269.54	\$1,459.97	\$1,678.97	\$ 5,512.4
3	CCW AnyConn ASA 5510	SN-JMX1342L0ZL	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-AS1BUNK9	SNTC-8X5XNBD ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
4	CCW SFTP ASA 5510	SN-JMX1342L0ZK	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-AS1BUNK9	SNTC-8X5XNBD ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
5	BP Prim ASA 5510	SN-JMX1342L0ZJ	64 Sterling Drive, Bridgeport WV 26330	CON-SNTE-AS1BUNK9	SNTC-8X5X4 ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
6	BP Sec ASA 5510	SN-JMX1510L1C5	64 Sterling Drive, Bridgeport WV 26330	CON-SNT-AS1BUNK9	SNTC-8X5XNBD ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES			Each	1	\$ 620.43	\$ 713.49	\$ 820.52	\$ 943.59	\$ 3,098.0
7	2951 Router	FTX1531AN57	64 Sterling Drive, Bridgeport WV 26330	CON-SNT-2951	SNTC-8X5XNBD Cisco 2951 w/3 GE			Each	1	\$ 1,345.91	\$ 1,547.80	\$1,779.97	\$2,046.97	\$ 6,720.7
8	2951 Router	FTX1532AH07	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-2951	SNTC-8X5XNBD Cisco 2951 w/3 GE			Each	1	\$ 1,023.54	\$ 1,177.07	\$1,353.63	\$1,556.67	\$ 5,110.9
9	2921 Router	FTX1531AMUL	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-2921	SNTC-8X5XNBD Cisco 2921			Each	1	\$ 770.49	\$ 886.07	\$1,018.98	\$1,171.82	\$ 3,847.4
10	2911 Router	FTX1532AH2A	100 Munciple Plaza Ste 500 Weirton WV 26062	CON-SNT-2911	SNTC-8X5XNBD Cisco 2911 w/3 GE,4			Each	1	\$ 424.42	\$ 488.09	\$ 561.30	\$ 645.50	\$ 2,119.3
11	CCW 8509 Core Router	SMG1529N061	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-WS-C6509	SNTC-8X5X4 Catalyst 8509			Each	1	\$ 8,652.47	\$ 9,950.34	#####	#####	\$ 43,205.0
12	Nexus	SSH152504NK	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,988.26	\$ 2,286.50	\$2,629.48	\$3,023.90	\$ 9,928.1
13	Nexus	SSH15280FA0	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,998.26	\$ 2,286.50	\$2,629.48	\$3,023.90	\$ 9,938.1
14	Nexus	SSH15280FKE	64 Sterling Drive, Bridgeport WV 26330	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,988.26	\$ 2,286.50	\$2,629.48	\$3,023.90	\$ 9,928.1
15	Nexus	SSH15280FGF	64 Sterling Drive, Bridgeport WV 26330	CON-SNTE-C5548UP	SNTC-8X5X4 Nexus 5548 UP Chassis, 32 10GbE Ports			Each	1	\$ 1,988.26	\$ 2,286.50	\$2,629.48	\$3,023.90	\$ 9,928.1
16	WS-C3750X-48PF-S	FDO1529K1CC	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-3750X4FS	SNTC-8X5XNBD Catalyst 3750X 48 Port Full PoE IP Base			Each	1	\$ 719.89	\$ 827.87	\$ 952.05	\$1,094.86	\$ 3,594.7
17	WS-C3560C-8PC-S	FOC1817Y70T	750 Hollywood Drvie Charles Town WV 25414	CON-SNT-C356080P	SNTC-8X5XNBD Catalyst 3560C Switch 8 FE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
18	WS-C3560C-8PC-S	FOC182022A2	300 West Main Street White Sulphur Springs WV	CON-SNT-C356080P	SNTC-8X5XNBD Catalyst 3560C Switch 8 FE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
19	WS-C3560CG-8PC-S	FOC1806Y3A4	1 South Stone Street Wheeling WV 26003	CON-SNT-WSC3560C	SNTC-8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
20	WS-C3560CG-8PC-S	FOC1737Y2MK	1 Greyhound Drive Cross Lanes WV 25313	CON-SNT-WSC3560C	SNTC-8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
21	WS-C3560CG-8PC-S	FOC1806Y3DC	1420 Mountaineer Circle New Cumberland WV	CON-SNT-WSC3560C	SNTC-8X5XNBD Catalyst 3560C Switch 8 GE PoE, 2 x Dual			Each	1	\$ 87.33	\$ 100.43	\$ 115.50	\$ 132.82	\$ 436.1
22	WLC5508 AIR-CT5508-K9	FCW1530L0ES	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-CT0812	SNTC-8X5XNBD Cisco 5508 Series WI			Each	1	\$ 1,283.07	\$ 1,475.53	\$1,696.86	\$1,951.38	\$ 6,406.8
23	3560C Security Agg SW	FOC1951W42K	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-C356C12P	SNTC-8X5X4 Catalyst 3560C Switch 12 FE PoE, 2 x Dua			Each	1	\$ 86.38	\$ 99.34	\$ 114.24	\$ 131.37	\$ 431.3
24	ASA5505 Security Core	JMX1135202N	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS55BK9	SNTC-8X5X4 ASA5505-SEC-BUN-K9			Each	1	\$ 81.54	\$ 93.77	\$ 107.83	\$ 124.00	\$ 407.1
25	ASA5505 ICS FW	JMX1145z0U2	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS55BK9	SNTC-8X5X4 ASA5505-SEC-BUN-K9			Each	1	\$ 163.88	\$ 188.46	\$ 216.73	\$ 249.23	\$ 818.3
26	2911 Router (Spare)	FJC1905A087	900 Pennsylvania Ave Charleston WV 25302	CON-SNT-2911SEC	SNTC-8X5XNBD Cisco 2911 Security			Each	1	\$ 293.03	\$ 336.98	\$ 387.53	\$ 445.66	\$ 1,463.2
27	ASA5505 Security Prim	JMX2114Y181	900 Pennsylvania Ave Charleston WV 25302	CON-SNTE-AS55BK9	SNTC-8X5X4 ASA5505-SEC-BUN-K9			Each	1	\$ 96.07	\$ 110.48	\$ 127.05	\$ 146.11	\$ 479.7

Total Bid Amount #####

Highlighted cells wouldn't expand.

Excel version attached in response.

*Summer Bailey*