



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

Header # 1

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[General Information](#) | [Contact](#) | [Default Values](#) | [Discourse](#) | [Document Information](#) | [Certification Request](#)

Procurement Folder: 1650076  
Procurement Type: Central Purchase Order  
Vendor ID: V58000089379   
Legal Name: Hyperion USA Inc  
Alias/OSA:  
Total Bid: \$156,899.86  
Response Date: 04/08/2025   
Response Time: 12:58  
Responded By User ID: Hyperion1   
First Name: Angela  
Last Name: Martine  
Email: [angemartine@hyperion.com](mailto:angemartine@hyperion.com)  
Phone: 485-629-3899

SO Doc Code: CRPO  
SO Dept: 0231  
SO Doc ID: 007268906818  
Published Date: 3/26/25  
Close Date: 4/10/25  
Close Time: 13:30  
Status: Closed  
Solicitation Description: Refreshing Hardware Refresh for CapEx (OT25136)   
Total of Header Attachments: 1  
Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1655078  
**Solicitation Description:** Networking Hardware Refresh for Capitol (OT25138)  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-04-10 13:30	SR 0231 ESR04092500000006098	1

**VENDOR**  
 VS0000009379  
 Hypertec USA Inc

**Solicitation Number:** CRFQ 0231 OOT2500000018  
**Total Bid:** 156889.8599999999860301613807 **Response Date:** 2025-04-09 **Response Time:** 12:50:54  
**Comments:** please see attached quote

**FOR INFORMATION CONTACT THE BUYER**  
 Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1.1.1 97004-H35310 (or Equal)	2.00000	EA	11708.350000	23416.70

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:** Please see attached quote

**Extended Description:**

Quantity of two, one each associated with the following serial numbers 1942B-99832 and 1942B-99833

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.1.1.2 97004-H35313 (or Equal)	7.00000	EA	9683.050000	67781.35

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:** Please see attached quote

**Extended Description:**

Quantity of seven, one each associated with the following serial numbers 1948B-90918, 1948B-90919, 1948B-90920, 1948B-90921, 1948B-90922, 1948B-90923, 1948B-90924

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.1.2.1 AP4000-WW (or Equal)	81.00000	EA	449.510000	36410.31

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:** please see attached quote

**Extended Description:**

Quantity of 81 Extreme Networks AP 4000WW Wireless Access Points (or Equal)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.1.3.3.1 XIQ-PIL-S-C-EW-5YR (or Equal)	81.00000	EA	361.500000	29281.50

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:** Please see attached quote

**Extended Description:**

Quantity of Eighty One ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 5 yrs (Mfg.Part#: XIQ-PIL-S-C-EW-5YR), or Equal. For the Wireless Access Points from 3.1.1.2.1



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

State of West Virginia  
 Centralized Request for Quote  
 Info Technology

<b>Proc Folder:</b> 1655078			<b>Reason for Modification:</b>
<b>Doc Description:</b> Networking Hardware Refresh for Capitol (OT25138)			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2025-03-26	2025-04-10 13:30	CRFQ 0231 OOT2500000018	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS00000009379

**Vendor Name :** Hypertec USA, Inc.

**Address :**1270 E. Broadway Rd Ste 101

**Street :**

**City :** Tempe

**State :** Arizona **Country :** USA **Zip :**85282

**Principal Contact :** Angela Marracino

**Vendor Contact Phone:** 866-787-0426 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

**Vendor Signature X**  **FEIN#** 98-0511786 **DATE** 4/9/2025

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology to establish a contract for the one-time purchase an extended warranty for networking infrastructure equipment per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US	WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1.1.1 97004-H35310 (or Equal)	2.00000	EA	\$11,708.35	\$23,416.70

Comm Code	Manufacturer	Specification	Model #
81112200	Extreme Contract Renewal		97004H35310C

**Extended Description:**

Quantity of two, one each associated with the following serial numbers 1942B-99832 and 1942B-99833

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US	WV	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.1.1.2 97004-H35313 (or Equal)	7.00000	EA	\$9,683.05	\$67,781.35

Comm Code	Manufacturer	Specification	Model #
81112200	Extreme Contract Renewal		97004H35313C

**Extended Description:**

Quantity of seven, one each associated with the following serial numbers 1948B-90918, 1948B-90919, 1948B-90920, 1948B-90921, 1948B-90922, 1948B-90923, 1948B-90924

Please see attached quote

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.1.2.1 AP4000-WW (or Equal)	81.00000	EA	\$449.51	\$36,410.31

Comm Code	Manufacturer	Specification	Model #
81112200	Extreme Networks	Universal Wireless AP4000	AP4000-WW

**Extended Description:**

Quantity of 81 Extreme Networks AP 4000WW Wireless Access Points (or Equal)

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.3.3.1 XIQ-PIL-S-C-EW-5YR (or Equal)	81.00000	EA	\$361.50	\$29,281.50

Comm Code	Manufacturer	Specification	Model #
81112200	Extreme Networks	ExtremeCloud IQ Pilot	XIQ-PIL-S-C-EW

**Extended Description:**

Quantity of Eighty One ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for 5 yrs (Mfg.Part#: XIQ-PIL-S-C-EW-5YR), or Equal. For the Wireless Access Points from 3.1.1.2.1

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions due by 3:00 p.m.	2025-04-03

Please see attached quote

	Document Phase	Document Description	Page
OOT2500000018	Draft	Networking Hardware Refresh for Capitol (OT25138)	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Please see attached quote



**Hypertec Solutions Partner**  
 1270 E. Broadway Rd, Suite 101  
 Tempe, Arizona 85282  
 United States  
<http://www.hypertecsp.com/>  
 (P) 1-866-787-0426 (F) 480-626-9001

**Customer Notes**

Delivery 5-7 weeks ARO

<b>Quotation (Open)</b>	
<b>Date</b>	Apr 03, 2025 05:25 PM MDT
<b>Modified Date</b>	Apr 08, 2025 03:50 PM MDT
<b>Quote #</b>	86967 - rev 1 of 1
<b>Description</b>	RFQ CRFQ-0231-OOT250000018-1 Networking Hardware Refresh for Capitol (OT25138)
<b>SalesRep</b>	Winters, Jim (P) 866-787-0426 ext. 4206
<b>Customer Contact</b>	Bowling, Kevin (P) 304-558-5000 lee.bowling@wvsto.gov

**Customer**

State of West Virginia (Kevin L. Bowling)  
 Bowling, Kevin  
 322 70TH ST SE  
 CHARLESTON, WV 25304  
 United States  
 (P) 304-558-5000

**Bill To**

State of West Virginia  
 Payable, Accounts  
 322 70TH ST SE  
 CHARLESTON, WV 25304  
 United States  
 (P) 304-558-5000  
 lee.bowling@wvsto.gov

**Ship To**

State of West Virginia  
 Ross, Michael  
 WV Office of Technology  
 1900 Kanawha Blvd E Bldg 5, 10th FL  
 CHARLESTON, WV 25305  
 United States  
 (P) 304-558-8802

**Shipping and Payment Info**

<b>Customer PO:</b>	<b>Terms:</b> Purchase Order (Net 30 Terms)	<b>Ship Via:</b> FedEx Ground
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

**Products**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Extreme Contract Renewal	97004H35310C	Yes	2	\$11,708.35	\$23,416.70
Note: Serial Number Part # Service Product Type Service Part # Start Date End Date Contract Days Quantity 1942B-99832 VSP7400-32C-AC-F EW NBD AHR H35310 97004-H35310 31-Dec-2024 30-Jul-2030 2039 1 1942B-99833 VSP7400-32C-AC-F EW NBD AHR H35310 97004-H35310 31-Dec-2024 30-Jul-2030 2039 1							
2		Extreme Contract Renewal	97004H35313C	Yes	7	\$9,683.05	\$67,781.35
Note: Serial Number Part # Service Product Type Service Part # Start Date End Date Contract Days Quantity 1948B-90918 VSP7400-48Y-8C-AC-F EW NBD AHR H35313 97004-H35313 31-Dec-2024 30-Jul-2030 2039 1 1948B-90919 VSP7400-48Y-8C-AC-F EW NBD AHR H35313 97004-H35313 31-Dec-2024 30-Jul-2030 2039 1 1948B-90920 VSP7400-48Y-8C-AC-F EW NBD AHR H35313 97004-H35313 31-Dec-2024 30-Jul-2030 2039 1 1948B-90921 VSP7400-48Y-8C-AC-F EW NBD AHR H35313 97004-H35313 31-Dec-2024 30-Jul-2030 2039 1 1948B-90922 VSP7400-48Y-8C-AC-F EW NBD AHR H35313 97004-H35313 31-Dec-2024 30-Jul-2030 2039 1 1948B-90923 VSP7400-48Y-8C-AC-F EW NBD AHR H35313 97004-H35313 31-Dec-2024 30-Jul-2030 2039 1 1948B-90924 VSP7400-48Y-8C-AC-F EW NBD AHR H35313 97004-H35313 31-Dec-2024 30-Jul-2030 2039 1							
3		<a href="#">Extreme Networks Universal Wireless AP4000</a> Wireless access point - Wi-Fi 6E - Bluetooth - 2.4 GHz, 5 GHz, 6 GHz	AP4000-WW	Yes	81	\$449.51	\$36,410.31
4		<a href="#">Extreme Networks ExtremeCloud IQ Pilot</a> Subscription license + ExtremeWorks SaaS Support - 1 device - hosted	XIQ-PIL-S-C-EW	Yes	81	\$361.50	\$29,281.50

Note: 5-year support

<b>Subtotal:</b>	<b>\$156,889.86</b>
Tax (7.0000%):	\$10,982.29
Shipping:	\$0.00
<b>Total:</b>	<b>\$167,872.15</b>

## **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. PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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. 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.

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.

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 to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Thursday April 3 2025 @ 3:00 p.m.

Submit Questions to: Toby L Welch  
2019 Washington Street, East Charleston, WV 25305  
Fax: (304) 558-3970  
Email: Toby.L.Welch@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ OOT2500000018

BID OPENING DATE: Thursday April 10, 2025

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

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.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

**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 or via delivery by mail).

Bid Opening Date and Time: 04/10/25 @ 1:30 p.m.

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 Acknowledgement Form. 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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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 **shall** 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

**12. 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.

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

**14. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:**

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

**16. 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 § 148-1-4.7.

**17. 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.

**18. 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.”

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

**20. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

**21. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor [wvOASIS](#) or the Purchasing Division's website to determine when a contract has been awarded.

**22. 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.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of  N/A   
 N/A . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as  N/A ), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to  N/A  successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for  N/A   
successive  N/A  year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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  N/A  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  N/A  days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for  N/A  years;

the contract may be renewed for  N/A  successive  N/A  year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as  N/A ), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in  N/A

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

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

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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.

**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. 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. 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.

**32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. 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.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) Angela Marracino- Contract Manager

(Address) 1270 E. Broadway Rd Ste 101 Tempe, AZ 85282

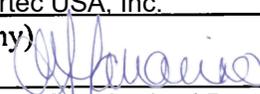
(Phone Number) / (Fax Number) 866-787-0426

(email address) directbidsus@hypertec.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Hypertec USA, Inc.  
(Company)

  
(Signature of Authorized Representative)

Angela Marracino- Contract Manager  
(Printed Name and Title of Authorized Representative) (Date)

866-787-0426  
(Phone Number) (Fax Number)

directbidsus@hypertec.com  
(Email Address)

REQUEST FOR QUOTATION  
Networking Infrastructure for Capitol Complex

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** THE West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a contract for the one-time purchase of networking infrastructure equipment, maintenance, and wireless access points.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Business Hours”** means Monday – Friday 8:00 AM through 5:00 PM EST excluding weekends and Federal and State holidays. State Holidays are as follows:

- New Year’s Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

2.2 **“Contract Item”** means networking equipment for WVOT Data Centers as more fully described by these specifications.

2.3 **“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.

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

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

REQUEST FOR QUOTATION  
**Networking Infrastructure for Capitol Complex**

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**Manufacturer Support/Maintenance for Extreme Networks VSPs**

**3.1.1 Contract Item #1** – Extreme Networks Extreme Works, must include Next Business Day Advanced Hardware Replacement, Email Support, Parts Replacement, Phone Support, Web Support, Extreme Networks Web Knowledge Base Access, New Software Releases Updates for two (2) Extreme Networks **7432CQ-F** VSPs

**3.1.1.1.1** Vendor must provide a quantity of (2) Extreme Networks ExtremeWorks (Mfg.Part#: **97004-H35310**), or Equal. For the following two devices for a period no less than 5 years

- VSP 7432CQ-F Serial# 1942B-99832
- VSP 7432CQ-F Serial# 1942B-99833

**3.1.2 Contract Item #2** – Extreme Networks Extreme Works, must include Next Business Day Advanced Hardware Replacement, Email Support, Parts Replacement, Phone Support, Web Support, Extreme Networks Web Knowledge Base Access, New Software Releases Updates for seven (7) Extreme Networks **7400-48Y-8C-AC-F** VSPs

**3.1.2.1.1** Vendor must provide a quantity of (7) Extreme Networks ExtremeWorks (Mfg.Part#: **97004-H35313**), or Equal. For the following seven (7) devices for a period no less than 5 years

- VSP 7400-48Y-8C-AC-F Serial# 1948B-90918
- VSP 7400-48Y-8C-AC-F Serial# 1948B-90919
- VSP 7400-48Y-8C-AC-F Serial# 1948B-90920
- VSP 7400-48Y-8C-AC-F Serial# 1948B-90921
- VSP 7400-48Y-8C-AC-F Serial# 1948B-90922
- VSP 7400-48Y-8C-AC-F Serial# 1948B-90923
- VSP 7400-48Y-8C-AC-F Serial# 1948B-90924

REQUEST FOR QUOTATION  
Networking Infrastructure for Capitol Complex

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**Wireless Access Points**

**3.1.3 Contract Item #3 – Extreme Networks Wireless Access Points**

**3.1.3.1.1** Vendor must provide a quantity of (81) Extreme Networks ExtremeWorks Next Business Day Advanced Hardware Replacement (Mfg.Part#: **AP4000-WW**), or Equal. Each Wireless Access Point must provide.

- Advanced Radio Technology: Tri-Radio Design
  - 2.4 GHz (2x2:2) • 5 GHz (2x2:2) • 6 GHz (2x2:2)
- (1) 100/1000/2500Mbps auto-sensing link speed Ethernet port, POE 802.3at
- (1) 10/100/1000 Mbps auto-sensing link speed Ethernet port
- Must be interoperable with the States existing central management system for wireless access points (Extreme Cloud IQ)

**3.1.4 Contract Item #4 – Extreme Networks ExtremeCloud IQ Pilot Subscription for wireless access points.**

**3.1.4.1.1** Vendor must provide a quantity of (81) ExtremeCloud IQ Pilot Subscription and EW Support for 5 yrs (Mfg.Part#: **XIQ-PIL-S-C-EW-5YR**), or Equal. For the Wireless Access Points from Contract Item #3.

- License provided must allow wireless access points from Contract Item #3 to be registered into and managed by the States existing central management system for wireless access points (Extreme Cloud IQ)

**REQUEST FOR QUOTATION**  
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**3.1.5 Alternate 'or Equal' Submission**

**3.1.5.1** Vendor submitting an alternate brand must include manufacturer part/model numbers and data sheets with bid pricing. Vendors submitting an alternate brand must also include manufacturer's documentation confirming interoperability with Extreme Networks Cloud IQ with their bid. The vendor must include alternate brand information with alternative part numbers on the Pricing Sheet.

**3.1.5.2** Vendor will assume any costs related to any required installation of new software, and/or training of the alternate submission provide as part of this agreement.

REQUEST FOR QUOTATION  
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**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by providing the unit cost for each contract item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

**5. PAYMENT:**

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

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at WV Office of Technology, Attention: Michael Ross, 1900 Kanawha Blvd Charleston WV 2530
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

REQUEST FOR QUOTATION  
Networking Infrastructure for Capitol Complex

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

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1.** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2.** Failure to comply with other specifications and requirements contained herein.
  - 7.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4.** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
  - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3** Any other remedies available in law or equity.

**REQUEST FOR QUOTATION**  
**Networking Infrastructure for Capitol Complex**

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**8. MISCELLANEOUS:**

**8.1. 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.

<b>Contract Manager:</b>	Angela Marracino
<b>Telephone Number:</b>	866-787-0426
<b>Fax Number:</b>	
<b>Email Address:</b>	directbidsus@hypertec.com

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Hypertec USA, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>1270 E Broadway Rd, Suite 101</b>		<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Tempe, AZ 85282</b>		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
9	8	-	0	5	1	1	7	8	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>2/4/2025</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## ABOUT US

Hypertec is a large and rapidly growing global provider of innovative information technology solutions.

Founded in 1984 and headquartered in Montreal, Canada, we offer a wide range of technology products and services, which are trusted by cloud service providers, communication service providers, organizations in the financial services, media and entertainment, public sector and health services industries as well as other industries where cutting-edge technology solutions are critical to our customers' success.

Hypertec Solutions Partner, a division of Hypertec, is a global Value Added Reseller (VAR) dedicated to providing simple and easy access to a vast selection of IT products and solutions thanks to the long-established strategic alliances with premier partners and suppliers within the industry.

With its local team of certified support specialists as well as a state-of-the-art E-Commerce platform that seamlessly integrates with numerous leading distributors, Hypertec Solutions Partner ensures that customer orders are fulfilled quickly from our US-based warehouses and at exceptional prices to simplify the customer's purchasing process.

## ADVANTAGES

- Quality & Reliable ISO 9001 Certified Service
- State-of-the-art E-Commerce Platform
- Over 340 Manufacturers in 220 Categories
- Elite Partners: HP, Dell, Lenovo, VMware
- Total End-To-End Solutions

## CAPABILITIES

- Certified Support Specialists
- Customized Turnkey Solutions
- Flexible Billing Options
- Aggressive Pricing
- International Support

## AT YOUR SERVICE

Our staff of local, educated, and intuitive support Account Managers are here and ready to serve your every need. Nothing is impossible for this team! We're excited to answer any questions you may have and work quickly and efficiently to make sure your needs are met.

Our **passion** for technology transfers into our **support**.

**3000+**  
Entrusting  
Customers

**70**  
Countries  
Served

**30+**  
Years of  
Experience

**10**  
International  
Offices



## PRODUCT & SERVICE PORTFOLIO

*Hypertec Solutions Partner is trained and certified to not only provide you with product, but complete your project with professional and integration services.*

### STORAGE SOLUTIONS

When working with a solution provider, our clients want an unbiased approach to storage. Our storage team works closely with our partners to find and present valid options for your business. Right-sizing storage reduces overspending and allows you to scale at a predictable pace.

### WIRED AND WIRELESS NETWORKING SOLUTIONS

Fitting all the networking pieces into the puzzle isn't easy if your vendor can only accomplish some of your needs. Hypertec Solutions Partner knows every IT team needs help with network hardware, load balancers, routers, switches, wireless management, wireless routers and more. Our portfolio doesn't stop at products, our performance, security and compliance services are paramount to our clientele.

### SOFTWARE LICENSING

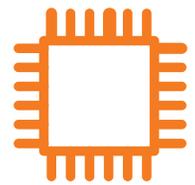
Investing in new software is complex. Utilize Hypertec Solutions Partner's software team alongside our partners to evaluate your current contracts and usage. Once your plan is in place, take advantage of services like, volume licensing, license management and software assurance. Looking for SaaS? We have an entire cloud division ready to assist you.

### SERVER SOLUTIONS

There are multiple reasons for server upgrades and new purchases. Our most common examples are for new applications, virtualization and the need for blazing DDR4 speeds. No matter your use case, the Hypertec Solutions Partner team is armed with top of the line products from HP, Dell, CIARA, and Lenovo to build your solution.

### PROFESSIONAL AND INTEGRATION SERVICES

Hypertec Professional Services offers a team of technical experts and project management professionals to help you maximize your investment in information technology. Rapidly deploy devices with our asset tagging, laser etching and device enrollment services.



HARDWARE



Cloud



NETWORKING



IT SERVICES



### MAXIMIZE YOUR INVESTMENTS

Hypertec Professional Services offers a team of technical experts and project management professionals to help you maximize your investment in information technology. Hypertec’s experienced team offers a variety of professional services from consulting to deployment designed to help you realize a faster time to value.

Do you know how much time is spent unproductively while you or your staff attempt to self-configure and patch problems by phone? Hypertec offers a variety of managed services including network monitoring and remote-control support to do automatic updates. Fewer support sessions mean the IT department can focus on important tasks at hand.

### PAIN POINTS SOLVED:

- Save time so you and your staff can focus on business
- Avoid problems and unnecessary IT service failures
- Cost effectively plan and manage your technology
- Keep your systems monitored and secure
- Protect your business and your data

SMART HANDS	FIELD SERVICES	INTEGRATIONS	PRO-SERVICES	N.O.C	EDUCATIONS
ASSET TAGGING	PHYSICAL SECURITY	HARDWARE	REMOTE DEPLOYMENT	24/7 REMOTE MONITRING ALERTS	PUBLIC/ PRIVATE TRAINING
TRASH DISPOSAL	CABLING	SERVER\ RACK BUILDS	HEALTH CHECKS	HELPDESK	ON-SITE/ VIRTUAL
UNPACKING	WIRELESS NET- WORKS	TESTING & BURNING	MIGRATION & UPDATES	REPORTING	VENDOR/ IT CERTIFICATION
RECYCLING	SURVEYS	INVENTORY MANAGEMENT	IMPLEMENTATIONS	PATCH MANAGEMENT	
ASSET BUY BACK	ON SITE INSTALL & CONFIG				
DATA DESTRUCTION					



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (800) 524-7024 (A/C, No, Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Fire and Its P&C Affiliates	NAIC# 00914
<b>INSURED</b> HYPERTEC USA, INC 1753 E BROADWAY RD STE 101-514 TEMPE AZ 85282-1590	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY  GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG DR2809	04/16/2024	04/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> For Informational Purposes 1753 E BROADWAY RD STE 101-514 TEMPE AZ 85282-1590	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan J. Castaneda</i>

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Customer References

Computer Service Corporation  
Mycol Reamer – President  
PO Box 58211  
Seattle, WA 98138  
253-841-9999  
[mreamer@csc-service.com](mailto:mreamer@csc-service.com)  
Computer hardware, software & peripherals  
Customer since 2012

San Diego Law Enforcement Coordination  
Center  
Victor Castellanos – IT Manager  
9621 Ridgehaven Ct  
San Diego, CA 92123  
858-437-1378  
[Victor.castellanos@sd-lecc.org](mailto:Victor.castellanos@sd-lecc.org)  
Computer Hardware & Peripherals BPA Holder  
(75K, March 2022)

Granbury Independent School District  
Bradee Drake – Purchasing Assistant  
217 N Jones St  
Granbury, TX 76048  
817-408-4087  
[bradee.drake@granburyisd.org](mailto:bradee.drake@granburyisd.org)  
Chromebooks (447K, August 2022)

North Judson-San Pierre School Corporation  
Billy Russell – IT Coordinator  
801 Campbell Drive  
North Judson, IN 46366  
574-896-2155  
[brussell@njsp.k12.in.us](mailto:brussell@njsp.k12.in.us)  
Delivery & installation of Interactive Flat Panels  
(180K, July 2022)

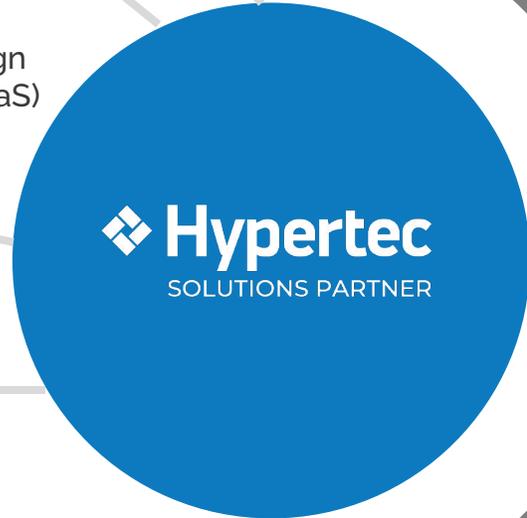
Kankakee Valley School Corporation  
Eric Roemer – Chief Technology Officer  
12055 N 550 West  
Wheatfield, IN 46392  
219-987-8820  
[eroemer@kv.k12.in.us](mailto:eroemer@kv.k12.in.us)  
Various projects including Interactive Flat  
Panels (286K, September 2022)  
Customer since 2018

Mingus Union High School District  
Josh Fant – IT Manager  
1801 E Fir Street  
Cottonwood, AZ 86326  
928-634-8901  
[jfant@muhs.com](mailto:jfant@muhs.com)  
120 Ciara PC's (March 2021)

Lake Oconee Academy  
Bobby Zimmerman – Technology Coordinator  
1021 Titan Circle  
Greensboro, GA 30642  
706-454-1562  
[bobby.zimmerman@lakeoconeeacademy.org](mailto:bobby.zimmerman@lakeoconeeacademy.org)  
Chromebooks (321K, February 2023)

Santa Ana Unified School District  
Omar Garcia – Senior Buyer  
1601 E Chestnut Ave  
Santa Ana, CA 92701  
714-558-5620  
[omar.garcia@sausd.us](mailto:omar.garcia@sausd.us)  
Various projects including delivery & installation  
of Interactive Flat Panels (8.1M, Nov 2020)  
Customer since 2020

# Hypertec Solutions Partner Services



Staff Assist



Solution Design & Services (SDaS)



Training Services



DIGITAL P2P IMLINK



Partner Community Sourced Service Provider

INTEGRATIONS



Hypertec SP can integrate multiple disparate vendors to produce a single functioning product from different OEMs

DEPLOYMENT



Hypertec SP provides nationwide deployment services in North America with Hypertec SP Program Management

NETWORKING



Hypertec SP performs WIFI and 5G Assessments. Hypertec SP also offers NOC services for a wide range of OEMs

CYBER SECURITY



Pen Testing, Vulnerability Scanning, Compliance Assessments, Firewall Health Checks

HYBRID IT/CLOUD



Discovery, Assessment, Application Mapping, Portfolio Rationalization, Migration, Transformation, Datacenter & Cloud

FINANCIAL



Broad portfolio of financial engineering and credit services to enable Hypertec SP

IT Asset Disposition (ITAD)



Supporting partners deliver on the promise of a circular economy with ecological disposal and EOL evaluation

Contact [info@hypertecsp.com](mailto:info@hypertecsp.com) for assistance

# Hypertec Solutions Partner Services Portfolio

