

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

Bid Fax: 304-558-3970

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





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: 1670123

**Solicitation Description:** WVDOT Networking Equipment (81250100)

**Proc Type:** Central Purchase Order

 Solicitation Closes
 Solicitation Response
 Version

 2025-05-08 13:30
 SR 0803 ESR05072500000006849
 1

**VENDOR** 

VS0000048232 ClearConnect

Solicitation Number: CRFQ 0803 DOT2500000061

Total Bid: 128008.8500000000058207660913 Response Date: 2025-05-07 Response Time: 18:40:55

Comments: 0

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566 john.w.estep@wv.gov

Vendor

Signature X FEIN# DATE

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

 Date Printed:
 May 9, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Extreme Networks 5420M Universal Switch - 48 Port or equal	25.00000	EA	1941.450000	48536.25

Comm Code	Manufacturer	Specification	Model #	
43222609				

Commodity Line Comments: Part #'s Included:

5420M-48W-4YE /and/ XIQ-PIL-S-C-EW

#### **Extended Description:**

3.1.1 Extreme Networks 5420M Universal Switch - 48 Port, Part Number 5420M-48W-4YE- or equal. Includes (1) one-year XIQ Pilot Cloud Subscription

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Extreme Switching Power Supply - AC - 920 Watt or equal	50.00000	EA	1287.810000	64390.50

Model #	Specification	Manufacturer	Comm Code
			43222612

Commodity Line Comments: Part # Included: XN-ACPWR-920W

Cables not specified in request.

Nema Power Cord (Part # EXRM-10061) available for an additional \$9.26/each.

### **Extended Description:**

3.2.1 Extreme Switching Power Supply - AC - 920-Watt, Part Number XN-ACPWR-920W or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Extreme Networks 20GBase direct attach cable - 0.5 m or equa	30.00000	EA	234.220000	7026.60

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments: Part # Included: 20G-DACP-SFPDDZ5M

### **Extended Description:**

3.2.2 Extreme Networks 20GBase direct attach cable - 0.5m, Part Number 20G-DACP-SFPDDZ5M or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Extreme Networks 20GBase direct attach cable - 1 m or equal	10.00000	EA	197.210000	1972.10

Comm Code	Manufacturer	Specification	Model #	
43222612				

Commodity Line Comments: Part # Included: 20G-DACP-SFPDD1M

### **Extended Description:**

3.2.3 Extreme Networks 20GBase direct attach cable - 1m, Part Number 20G-DACP-SFPDD1M or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Extreme Networks 10302 Comp 10GBASE- LR SFP+XCVR Module or eq	30.00000	EA	202.780000	6083.40

Comm Code	Manufacturer	Specification	Model #
43222612			

Date Printed: May 9, 2025 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

Commodity Line Comments: Part # Included: EXRM-10302

**Extended Description:** 

3.2.4 Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module, Part Number 10302 or equal.

 Date Printed:
 May 9, 2025
 Page: 3
 FORM ID: WV-PRC-SR-001 2020/05

# EXHIBIT A - PRICING PAGE CRQS DOT25\*0039

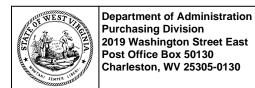
### LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305

Specifications Reference	Contract Item Number	Description	Part Number or Equal	Quantity	Unit Cost	Extended Price Total
3.1.1	#1	Extreme Networks 5420M Universal Switch - 48 Port or equal	5420M-48W-4YE or equal	25	\$1,941.45	\$48,536.25
3.2.1	#2	Extreme Switching Power Supply - AC - 920 Watt or equal	XN-ACPWR-920W or equal	50	\$1,287.81	\$64,390.50
3.2.2	#3	Extreme Networks 20GBase direct attach cable - 0.5 m or equal	20G-DACP-SFPDDZ5M or equal	30	\$234.22	\$7,026.60
3.2.3	#4	Extreme Networks 20GBase direct attach cable - 1 m or equal	20G-DACP-SFPDD1M or equal	10	\$197.21	\$1,972.10
3.2.4	#5	Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module or equal	10302 or equal	30	\$202.78	\$6,083.40

\$128,008.85

The Pricing Pages contain a list of the Contract Items and quantities to be purchased.

Unit Costs must include pricing for the specified Contract Item # and its mandatory components as detailed in Exhibit B Specifications.



# State of West Virginia Centralized Request for Quote Info Technology

Date Issued	Solicitation Closes	Solicitation No	Version
Proc Type:	Central Purchase Order		
Doc Description:	WVDOT Networking Equipm	nent (81250100)	
		Reason for would callon:	
Proc Folder:	1670123		Reason for Modification:

DOT2500000061

1

0803

### **BID RECEIVING LOCATION**

**BID CLERK** 

2025-04-17

DEPARTMENT OF ADMINISTRATION

2025-05-08

13:30

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

### **VENDOR**

Vendor Customer Code: VS0000048232

Vendor Name: VS0000048232

Address: PO Box 422

Street: 405 Main St, B

City: Cottonwood

State: Idaho Country: United States Zip: 83522

CRFQ

Principal Contact: Ken Bock

**Vendor Contact Phone:** 208-962-1072 **Extension:** 

### FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

**Vendor Signature X FEIN#** 84-3791088 **DATE** 05/07/2024

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

Date Printed: Apr 17, 2025 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

### **ADDITIONAL INFORMATION**

### REQUEST FOR QUOTATION:

West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the onetime purchase of Networking Equipment - Switches and various components. Per the Bid requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION	DN	DEPT. OF TRANSPORTATION	
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Extreme Networks 5420M Universal Switch - 48 Port or equal	25.00000	EA	\$1,941.45	\$48,536.25

Comm Code	Manufacturer	Specification	Model #
43222609	Extreme Networks		5420M-48W-4YE //
			XIQ-PIL-S-C-EW

### **Extended Description:**

3.1.1 Extreme Networks 5420M Universal Switch - 48 Port, Part Number 5420M-48W-4YE- or equal. Includes (1) one-year XIQ Pilot Cloud Subscription

INVOICE TO		SHIP TO
DEPT. OF TRANSPORTATION		DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,		1900 KANAWHA BLVD E,
BLD. 5 RM-720		BLD. 5 RM-720
OLIA DI FOTONI	<b>140</b> /	OLIABLE STON
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Extreme Switching Power Supply - AC - 920 Watt or equal	50.00000	EA	\$1,287.81	\$64,390.50

Comm Code	Manufacturer	Specification	Model #	
43222612	Extreme Networks		XN-ACPWR-920W	

### **Extended Description:**

3.2.1 Extreme Switching Power Supply - AC - 920-Watt, Part Number XN-ACPWR-920W or equal.

INVOICE TO		SHIP TO
DEPT. OF TRANSPORT	ATION	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E BLD. 5 RM-720	≣,	1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Extreme Networks 20GBase direct attach cable - 0.5 m or equa	30.00000	EA	\$234.22	\$7,026.60

Comm Code	Manufacturer	Specification	Model #
43222612	Extreme Networks		20G-DACP-SFPDDZ5M

### **Extended Description:**

3.2.2 Extreme Networks 20GBase direct attach cable - 0.5m, Part Number 20G-DACP-SFPDDZ5M or equal

INVOICE TO		SHIP TO
DEPT. OF TRANSPORTATI	ON	DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E, BLD. 5 RM-720		1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON US	WV	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Extreme Networks 20GBase direct attach cable - 1 m or equal	10.00000	EA	\$197.21	\$1,972.10

Comm Code	Manufacturer	Specification	Model #
43222612	Extreme Networks		20G-DACP-SFPDD1M

### **Extended Description:**

3.2.3 Extreme Networks 20GBase direct attach cable - 1m, Part Number 20G-DACP-SFPDD1M or equal.

INVOICE TO		SHIP TO
1900 KANAWHA BLVD E,		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON US	WV	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	Total Price
5	Extreme Networks 10302 Comp 10GBASE-LR SFP+XCVR Module or eq	30.00000	EA	\$202.78	\$6,083.40

Comm Code	Manufacturer	Specification	Model #
43222612	Extreme Networks		10302

### **Extended Description:**

3.2.4 Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module, Part Number 10302 or equal.

### SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2025-04-29

	Document Phase	Document Description	Page 5
DOT2500000061	l .	WVDOT Networking Equipment ( 81250100)	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

### **SPECIFICATIONS**

- 1. **PURPOSE AND SCOPE:** West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the one-time purchase of Networking Equipment Switches and various components.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means provided by a qualified manufacturer that is authorized to sell the equipment 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 "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:

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

### 3.1 SWITCHES

3.1.1 Contract Item #1: Extreme Networks 5420M Universal Switch – 48 Port, Part Number 5420M-48W-4YE- or equal. Quantity: (25) twenty-five.

Includes (1) one-year XIQ Pilot Cloud Subscription – Vendor must attach licenses to Agency Account #1049238; State of West Virginia, Office of Technology; enetworking@wv.gov.

### 3.2 **COMPONENTS**

- **3.2.1 Contract Item #2:** Extreme Switching Power Supply AC 920-Watt, Part Number XN-ACPWR-920W or equal. Quantity: (50) Fifty.
- **3.2.2** Contract Item #3: Extreme Networks 20GBase direct attach cable 0.5m, Part Number 20G-DACP-SFPDDZ5M or equal. Quantity: (30) Thirty.

- 3.2.3 Contract Item #4: Extreme Networks 20GBase direct attach cable 1m, Part Number 20G-DACP-SFPDD1M or equal. Quantity: (10) Ten.
  - **3.2.4 Contract Item #5:** Extreme Networks 10302 Compatible 10GBASE-LR SFP+ Transceiver Module, Part Number 10302 or equal. Quantity: (30) Thirty.

#### 3.3 Alternate Bids

3.3.1 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. To receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

The vendor shall provide technical specifications with bid documentation.

### 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 a total cost for the Contract Items being requested. 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.

Vendors 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 (60) sixty working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to the Agency at 1900 Kanawha Blvd, Building 5, Room A-720, Charleston WV 25305.
- **6.2 Partial Shipment:** Partial Shipments are accepted but payment will not be made until all goods have been received.
- 6.3 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 ground 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 the approval of the Purchasing Division.
- **6.4 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.5 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. The vendor shall either plan 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 full credit or a refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 40 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 the Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

### 8. MISCELLANEOUS:

- **8.1 No substitutions:** Vendor shall apply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being ordered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid.

9. 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:	Ken Bock
Telephone Number:	208-962-1072
Fax Number: 208	-962-1072
	ck@myclearconnect.com

### 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.

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 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), 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 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
<b>Delivery Order Limitations:</b> 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 withindays.

Fixed Period Contract with Renewals: This Conreceipt of the notice to proceed and part of the Contract specifications must be completed within	ct more fully described in the	attached
work covered by the preceding sentence, the vendor a	grees that:	
the contract will continue for	years;	
the contract may be renewed for periods or shorter periods provided that they do a contained in all available renewals. Automatic re Renewals must be approved by the Vendor, Age General's Office (Attorney General approval is a	enewal of this Contract is prol ncy, Purchasing Division and	hibited.
One-Time Purchase: The term of this Contract shaped Document until all of the goods contracted for have be Contract extend for more than one fiscal year.		
Construction/Project Oversight: This Contract I date listed on the first page of this Contract, identified cover page containing the signatures of the Purcha Encumbrance clerk (or another page identified as and continues until the project for which the vendor is	d as the State of West Virgin asing Division, Attorney Go	ia contract eneral, and
Other: Contract Term specified in		
4. AUTHORITY TO PROCEED: Vendor is authorize the date of encumbrance listed on the front page of the Aw "Fixed Period Contract" or "Fixed Period Contract with Reabove. If either "Fixed Period Contract" or "Fixed Period Vendor must not begin work until it receives a separate not proceed will then be incorporated into the Contract via chat that work commenced.	ard Document unless either the enewals" has been checked in Se Contract with Renewals" has be tice to proceed from the State.	box for ection 3 en checked, The notice to
5. QUANTITIES: The quantities required under this with the category that has been identified as applicable		in accordance
Open End Contract: Quantities listed in this Solid approximations only, based on estimates supplied by that the Contract shall cover the quantities actually ord Contract, whether more or less than the quantities show	he Agency. It is understood a lered for delivery during the t	_
Service: The scope of the service to be provided wis specifications included herewith.	ill be more clearly defined in	the
Combined Service and Goods: The scope of the sprovided will be more clearly defined in the specificat		to be

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 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. <b>REQUIRED DOCUMENTS:</b> 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 Vendorshall 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

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:

- **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

	gency's right to pursue any other available remedy. Vendor shall pay the amount specified below or as described in the specifications:	
<b></b>	for	
Liquidated D	amages Contained in the Specifications.	
☐ Liquidated D	amages 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.

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.
- X 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 <u>purchasing.division@wv.gov.</u>
- **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) Ken Bock - President		
(Address) PO Box 422 / 405 Main St, B, Cottonwood, ID 83522		
(Phone Number) / (Fax Number) 208-962-1072 / 208-962-1072		
	kbock@myclearconnect.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.

ClearConnect	
(Company)	
(Signature of Authorized Representative)	
Ken Bock - President	
(Printed Name and Title of Authorized Representative) (Date)	
208-962-1072 / 208-962-1072	
(Phone Number) (Fax Number)	
kbock@myclearconnect.com	

(Email Address)





Idaho that provides strategic consulting and technology procurement services with a focus on site security and telecommunication solutions for the government, business, and non-profit sectors.

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ClearConnect, LLC. is a HUBZone-certified business in North Central

AUTHORIZED RESELLER



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Web Based Management: Manage cameras, door access, sensors, alarms, and intercoms from a single, secure, portal or mobile app hosted in the AWS Cloud.

ASSA ABLOY **Opening Solutions** 

VSS Cameras: Onboard storage delivers actionable insights in real-time. Options for the crucial FIPS 140-2 standard, TAA and FY2019 NDAA regulations.

Access Control: Manage doors, credentials, and users across districts with Global Access and AD integrations.

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**Partner Expertise** 

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Business Solution Provider

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- With our partners we participate in government procurement contracts under: NASPO, OMNIA, GSA, TIPS, E&I, The Quilt and more.
- We meet your FedRAMP, StateRAMP and all DoD impact levels. SBA HUBZone Certified.

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**UEI: F6VVLEGLTCK7** 

**DUNS**: 048219303

NAICS: 56162, 561621, 561622,

517810, 423430

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For a complete list of our vendors visit:

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### **Contact**

PO Box 422 Cottonwood, ID 83522

www.myclearconnect.com

POC: Ken Bock, Co-Owner and Sales Manager, Phone/Fax 208.962.1072

kbock@myclearconnect.com





