



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

# Solicitation

NUMBER
EBA483

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
EVELYN MELTON 304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

EDUCATIONAL BROADCASTING  
 AUTHORITY  
 600 CAPITOL STREET  
 CHARLESTON, WV  
 25301-1223 304-558-3400

DATE PRINTED
03/05/2014

BID OPENING DATE: 04/03/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA EDUCATIONAL BROADCASTING AUTHORITY (WVEBA) TO ESTABLISH A CONTRACT FOR THE ONE TIME PURCHASE OF ETHERNET SWITCHES FOR DEPLOYMENT WITHIN THEIR INTERNAL LAN STRUCTURE.						
0001	3	EA	285-79	NETGEAR PROSAFE NETWORK MANAGEMENT SYSTEM		
				PART # NMS300 OR EQUAL		
0002	3	EA	285-79	NETGEAR 10GBASE-T ETHERNET SWITCH		
				PART # XSM7224-100NES OR EQUAL		
0003	1	EA	285-79	NETGEAR 10GBASE-T ETHERNET SWITCH		
				PART # XS708E-100NES OR EQUAL		
SIGNATURE		TELEPHONE			DATE	
TITLE		FEIN			ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 Department of Administration  
 Purchasing Division  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	3	EA		285-79		
				NETGEAR 1GBASE-T ETHERNET SWITCH		
				PART # GSM7252S-100NES OR EQUAL		
0005	6	EA		285-79		
				NETGEAR 1GBASE-T ETHERNET SWITCH		
				PART # GSM7228S-100NES OR EQUAL		
***** THIS IS THE END OF RFQ					EBA483 ***** TOTAL:	

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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

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

Question Submission Deadline: March 18, 2014 - end of business day



Submit Questions to: Evelyn P. Melton

2019 Washington Street, East  
Charleston, WV 25305

Fax: 304-558-4115

Email: [evelyn.p.melton@wv.gov](mailto:evelyn.p.melton@wv.gov)



5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130





**GENERAL TERMS AND CONDITIONS:**

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

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

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

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

**Commercial General Liability Insurance:**  
or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

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





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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

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

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. 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.

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

**16. 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.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

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

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

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information



to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

**53. 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.

REQUEST FOR QUOTATION  
RFQ EBA483 Ethernet Switches

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (WVEBA) to establish a contract for the one time purchase of Ethernet switches for deployment within their internal LAN structure.
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 **“Agency”** means the West Virginia Educational Broadcasting Authority.
  - 2.2 **“Contract Item”** means networking hardware and management system as described under Section 3, General Requirements. Equivalent or better hardware and management system is acceptable, but all items must be from the same manufacturer.
  - 2.3 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.4 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as EBA483.
  - 2.5 **“Centrally Managed”** means capable of being configured, controlled, and monitored by a single machine or appliance, which also manages other hardware on the network.
  - 2.6 **“Equal (Equivalent or Better)”** means the functionality and specifications of quoted hardware and management system must meet or exceed the functionality and specifications of the hardware and management system specified in this RFQ in all aspects.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

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**3.1.1 NetGear ProSAFE Network Management System, manufacturer part # NMS300 or equal**

**3.1.1.1** Central management system may either be a utility installed on existing agency hardware, or a separate appliance.

**3.1.1.2** If Central Management System is installed on existing agency hardware, it must meet the following requirements:

**3.1.1.2.1** Must be compatible with the following operating systems:

**3.1.1.2.1.1** Windows Server 2003 (Standard and Enterprise) 32-bit and 64-bit.

**3.1.1.2.1.2** Windows Server 2008 (Enterprise) 32-bit and 64-bit.

**3.1.1.2.1.3** Windows XP with SP3 or later (Professional) 32-bit and 64-bit

**3.1.1.2.1.4** Windows 7 (Professional, Enterprise, and Ultimate) 32-bit and 64-bit

**3.1.1.2.2** Must run on the following hardware or less:

**3.1.1.2.3** 2.8 GHz dual-core CPU

**3.1.1.2.4** 8 GB RAM

**3.1.1.2.5** 20 GB free space on hard drive

**3.1.1.3** Must support hypervisors including VMWare, Hyper-V, and XenServer.

**3.1.1.4** Utility / appliance must work with any managed device that uses industry-standard Simple Network Management Protocol (SNMP), such as Layer 2 switches, Layer 3 switches from any brand, wireless access points, traditional routers, servers, and printers.

**3.1.1.5** Utility / appliance must be optimized for quoted network switches.

**3.1.1.6** Must automatically discover and map up to 200 devices on a heterogeneous network with no additional cost.

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- 3.1.1.7** Must permit custom-defined thresholds and send Email alerts based on these thresholds.
- 3.1.1.8** Must permit configuration file backups and restoration from those backups.
- 3.1.1.9** Must support the following management interfaces:
  - 3.1.1.9.1** SNMP (v1, v2c, v3)
  - 3.1.1.9.2** TFTP
  - 3.1.1.9.3** Telnet
  - 3.1.1.9.4** Web GUI (HTTP and HTTPS) using Internet Explorer 9 or higher; Firefox 20.0.1 or higher; or Chrome 26.0.1410.64 m or higher.
- 3.1.1.10** Automated device discovery must include top-level, subcomponents, and interfaces/ports.
- 3.1.1.11** Must perform automated link discovery using LLDP protocol
- 3.1.1.12** Must provide topology views displaying discovered and manually created links, including filtering.
- 3.1.1.13** Must collect the following real-time key performance metrics: Temperature, Memory utilization, CPU Utilization, Total Inbound SNMP Traps, TCP Connection Attempt Failures, UDP Inbound Errors, Outbound IP Discards, Disk Temperature, Inbound IP Discards, Inbound TCP Errors, Disk Space Used, Inbound IP Address Errors, Disk Space Utilization, Total Disk Space, Inbound IP Header Errors, Total IP Discards, Fan Speed, Outbound IP No Route Discards, Uptime, Inbound ICMP Errors, Inbound ICMP Echo Requests, Total Outbound SNMP Traps, Outbound ICMP Echo Replies, Inbound UDP No Port, Established TCP Connections, and Total SNMP Traps.
- 3.1.1.14** Must provide active monitoring with trending for devices, ports, and interfaces. Must perform thresholding and graphing. Must maintain this data for a minimum of 30 days.
- 3.1.1.15** Must permit mass configuration of quoted switches.

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**3.1.2 NetGear 10GBase-t Ethernet switch, manufacturer part # XSM7224-100NES or equal**

**3.1.2.1** Switch must have a minimum of 24 10Gbase-T ports and 4 SFP+ (Small Form-factor Pluggable Plus transceiver) ports.

**3.1.2.1.1** All 10Gbase-T ports must be backward compatible with 100 Meg and 1 Gig Ethernet.

**3.1.2.1.2** SFP+ ports must accept 1 Gig modules (copper and fiber) and 10 Gig modules (fiber).

**3.1.2.1.3** All ports must provide line-rate data transfer.

**3.1.2.1.4** All ports must perform multi-vendor auto-iSCSI optimization.

**3.1.2.2** Switch must be Layer 3 hardware

**3.1.2.3** Switch must have a minimum of a Layer 2+ operating system that is upgradeable to Layer 3.

**3.1.2.4** Switch must have the following capabilities:

**3.1.2.4.1** Support both IPv4 and IPv6

**3.1.2.4.2** Support Spanning Tree Protocol (STP)

**3.1.2.4.3** Link Aggregation

**3.1.2.4.4** ACL (Access Control Lists)

**3.1.2.4.4.1** Ability to bind ACL to ports, VLANs, and LAGs (Link Aggregation Groups or Port channel)

**3.1.2.4.4.2** MAC ACL (inbound/outbound)

**3.1.2.4.4.3** IP ACL (inbound/outbound)

**3.1.2.4.4.4** IPv6 ACL (inbound/outbound)

**3.1.2.4.5** Port mirroring (TX, RX, both)

**3.1.2.4.6** QoS (Quality of Service)

**3.1.2.4.6.1** Mapping 802.1p, DSCP

**3.1.2.4.6.2** Strict priority scheduling

**3.1.2.4.6.3** Weighted round robin

**3.1.2.4.6.4** Weighted Random Early Detection (WRED)

**3.1.2.4.6.5** Ingress rate limiting

**3.1.2.4.6.6** Egress rate limiting



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- 3.1.2.4.6.7 DiffServ QoS
- 3.1.2.4.7 Traffic Filtering
- 3.1.2.4.8 DHCP
  - 3.1.2.4.8.1 DHCP snooping
  - 3.1.2.4.8.2 DHCP client
  - 3.1.2.4.8.3 DHCP server
- 3.1.2.4.9 Static IP routing
- 3.1.2.4.10 Broadcast storm control
- 3.1.2.4.11 VLANs including:
  - 3.1.2.4.11.1 VLAN trunking
  - 3.1.2.4.11.2 Dynamic 802.1x VLAN assignment including dynamic VLAN creation and Guest VLAN / Unauthenticated VLAN with RADIUS policy enforcement
  - 3.1.2.4.11.3 Private VLANs with Primary VLAN, Isolated VLAN, Community VLAN, Promiscuous port, Host port, and Trunks providing Layer 2 isolation between ports that share the same broadcast domain.
- 3.1.2.4.12 Jumbo frame support up to 9Kb
- 3.1.2.4.13 Authentication
  - 3.1.2.4.13.1 IAS
  - 3.1.2.4.13.2 RADIUS
  - 3.1.2.4.13.3 TACACS+
- 3.1.2.4.14 MAC filtering
- 3.1.2.4.15 Simple Network Time Protocol (SNTP)
- 3.1.2.4.16 Syslog
- 3.1.2.4.17 Telnet including Secure Shell
- 3.1.2.4.18 Command-line interface
- 3.1.2.4.19 Web-based graphic user interface
- 3.1.2.4.20 SNMP v3 (with or without MD5 or SHA authentication)
- 3.1.2.4.21 802.1x MAC Address Authentication Bypass (MAB)
- 3.1.2.4.22 Automatic Voice over IP (VoIP) prioritization
- 3.1.2.4.23 16k MAC address table, minimum
- 3.1.2.4.24 1k concurrent VLANs, minimum
- 3.1.2.4.25 64 static routes, minimum

**3.1.2.5** Switch must have a minimum total bandwidth of 480 Gbps

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**3.1.2.6** Switch must have the following minimum network latency:

- 3.1.2.6.1** 3.777 microseconds for 10G copper port
- 3.1.2.6.2** 1.830 microseconds for 10G SFP+ ports

**3.1.2.7** Switch must have a minimum of dual redundant Power Supply Units / Fan trays.

**3.1.2.8** Switch must be centrally managed using manufacturer provided utility or appliance.

**3.1.2.9** Switch must have a lifetime hardware warranty.

**3.1.2.10** Switch must have lifetime 24x7 technical support including remote diagnostics.

**3.1.2.11** Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

**3.1.3 NetGear 10GBase-t Ethernet switch, manufacturer part # XS708E-100NES or equal**

**3.1.3.1** Switch must have a minimum of 8 10Gbase-T ports and 1 combo fiber SFP+ port.

**3.1.3.2** Switch must have the following capabilities:

- 3.1.3.3** Auto Negotiation of speed and duplex modes
- 3.1.3.3.1** 801.2x Flow Control
- 3.1.3.3.2** DHCP Client
- 3.1.3.3.3** Dynamic MAC address management
- 3.1.3.3.4** IEEE802.1Q-based or port-based VLAN
- 3.1.3.3.5** QoS (Quality of Service)
  - 3.1.3.3.5.1** Based on WRR, strict priority, or both
  - 3.1.3.3.5.2** Port-based and IEEE801.2p-based
  - 3.1.3.3.5.3** Based on ToS (Type-of-Service)
- 3.1.3.3.6** DSCP Support (GS105E and GS105PE only)
- 3.1.3.3.7** Rate Limiting
- 3.1.3.3.8** Link Aggregation

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- 3.1.3.3.9 IGMP snooping, v1, v2, and v3
- 3.1.3.3.10 Port mirroring on both ingress and egress traffic
- 3.1.3.3.11 Jumbo frame support
- 3.1.3.3.12 Broadcast Storm control
- 3.1.3.3.13 Loop detection
- 3.1.3.3.14 DoS (Denial of Service) prevention

3.1.3.4 Switch must be centrally managed using manufacturer provided utility or appliance.

3.1.3.5 Switch must have a lifetime hardware warranty.

3.1.3.6 Switch must have lifetime 24x7 technical support including remote diagnostics.

3.1.3.7 Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

**3.1.4 NetGear 1GBase-t Ethernet switch, manufacturer part # GSM7252S-100NES or equal**

3.1.4.1 Switch must have a minimum of 48 10/100/1000 Mbps RJ45 ports, 2 10GBase-T RJ45 ports, 4 one Gig SFP+ combo ports, and 2 ten Gig SFP+ combo ports.

3.1.4.1.1 All ports must provide line-rate data transfer.

3.1.4.1.2 All ports must perform multi-vendor auto-iSCSI optimization.

3.1.4.2 Switch must be Layer 3 hardware

3.1.4.3 Switch must have a minimum of a Layer 2+ operating system that is upgradeable to Layer 3.

3.1.4.4 Switch must have a minimum total operating bandwidth of 180 Gbps.

3.1.4.5 Switch must have the following maximum network latency:

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- 3.1.4.5.1** 3.782 microseconds for 64 byte frames for 1000 Mbps transmission
- 3.1.4.5.2** 8.415 microseconds for 64 byte frames for 10 Gbps transmission

**3.1.4.6 Switch must be stackable**

- 3.1.4.6.1** Minimum of 8 switches in a single stack
- 3.1.4.6.2** RING topology support
- 3.1.4.6.3** CHAIN topology support
- 3.1.4.6.4** Must be capable of utilizing stacking connections independent of Ethernet ports with a minimum combined transfer rate of 48 Gbps

**3.1.4.7 Switch must have the following capabilities:**

- 3.1.4.7.1** Static VLAN (Up to 4k)
- 3.1.4.7.2** Class of Service (CoS)
- 3.1.4.7.3** Spanning Tree Protocol (STP)
- 3.1.4.7.4** Rapid Spanning Tree Protocol (RSTP)
- 3.1.4.7.5** Multiple Spanning Tree Protocol (MSTP)
- 3.1.4.7.6** Link Aggregation (LACP)
- 3.1.4.7.7** IGMP v1, v2 Snooping Support
- 3.1.4.7.8** DHCP, BootP Relay
- 3.1.4.7.9** SNTP (Simple Network Time Protocol)
- 3.1.4.7.10** SNMP v1/v2/v3
- 3.1.4.7.11** LLDP/LLDP-MED
- 3.1.4.7.12** Multicast VLAN Registration (MVR)
- 3.1.4.7.13** Jumbo Frames (up to 12 KB)
- 3.1.4.7.14** GARP/GVRP
- 3.1.4.7.15** Voice VLAN
- 3.1.4.7.16** Auto VOIP
- 3.1.4.7.17** QoS
  - 3.1.4.7.17.1** Mapping 802.1p, DSCP
  - 3.1.4.7.17.2** Strict priority scheduling
  - 3.1.4.7.17.3** Weighted round robin
  - 3.1.4.7.17.4** Weighted Random Early Detection (WRED)
  - 3.1.4.7.17.5** Ingress rate limiting
  - 3.1.4.7.17.6** Egress rate limiting



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**3.1.4.11** Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

**3.1.5 NetGear 1GBase-t Ethernet switch, manufacturer part # GSM7228S-100NES or equal**

**3.1.5.1** Switch must be exact part number or equivalent or better.

**3.1.5.2** Switch must have a minimum of 24 10/100/1000 Mbps RJ45 ports, 2 10GBase-T RJ45 ports, 4 one Gig SFP+ combo ports, and 2 ten Gig SFP+ combo ports.

**3.1.5.2.1** All ports must provide line-rate data transfer.

**3.1.5.2.2** All ports must perform multi-vendor auto-iSCSI optimization.

**3.1.5.3** Switch must be Layer 3 hardware

**3.1.5.4** Switch must have a minimum of a Layer 2+ operating system that is upgradeable to Layer 3.

**3.1.5.5** Switch must have a minimum total operating bandwidth of 136 Gbps.

**3.1.5.6** Switch must have the following maximum network latency:

**3.1.5.6.1** 3.782 microseconds for 64 byte frames for 1000 Mbps transmission

**3.1.5.6.2** 8.415 microseconds for 64 byte frames for 10 Gbps transmission

**3.1.5.7** Switch must be stackable

**3.1.5.7.1** Minimum of 8 switches in a single stack

**3.1.5.7.2** RING topology support

**3.1.5.7.3** CHAIN topology support

**3.1.5.7.4** Must be capable of utilizing stacking connections independent of Ethernet ports with a minimum combined transfer rate of 48 Gbps

**3.1.5.8** Switch must have the following capabilities:



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- 3.1.5.8.1** Static VLAN (Up to 4k)
- 3.1.5.8.2** Class of Service (CoS)
- 3.1.5.8.3** Spanning Tree Protocol (STP)
- 3.1.5.8.4** Rapid Spanning Tree Protocol (RSTP)
- 3.1.5.8.5** Multiple Spanning Tree Protocol (MSTP)
- 3.1.5.8.6** Link Aggregation (LACP)
- 3.1.5.8.7** IGMP v1, v2 Snooping Support
- 3.1.5.8.8** DHCP, BootP Relay
- 3.1.5.8.9** SNTP (Simple Network Time Protocol)
- 3.1.5.8.10** SNMP v1/v2/v3
- 3.1.5.8.11** LLDP/LLDP-MED
- 3.1.5.8.12** Multicast VLAN Registration (MVR)
- 3.1.5.8.13** Jumbo Frames (up to 12 KB)
- 3.1.5.8.14** GARP/GVRP
- 3.1.5.8.15** Voice VLAN
- 3.1.5.8.16** Auto VOIP
- 3.1.5.8.17** QoS
  - 3.1.5.8.17.1** Mapping 802.1p, DSCP
  - 3.1.5.8.17.2** Strict priority scheduling
  - 3.1.5.8.17.3** Weighted round robin
  - 3.1.5.8.17.4** Weighted Random Early Detection (WRED)
  - 3.1.5.8.17.5** Ingress rate limiting
  - 3.1.5.8.17.6** Egress rate limiting
  - 3.1.5.8.17.7** DiffServ QoS
- 3.1.5.8.18** Port mirroring (TX, RX, Both)
- 3.1.5.8.19** SNMP v1, v2c, v3
- 3.1.5.8.20** DHCP Client (and BootP)
- 3.1.5.8.21** Broadcast storm control
- 3.1.5.8.22** Command-line interface
- 3.1.5.8.23** Web-based graphic user interface
- 3.1.5.8.24** Authentication:
  - 3.1.5.8.24.1** IAS
  - 3.1.5.8.24.2** RADIUS
  - 3.1.5.8.24.3** TACACS+
- 3.1.5.8.25** MAC Filter
- 3.1.5.8.26** Port Security
- 3.1.5.8.27** Private VLAN

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- 3.1.5.8.28 Storm Control
- 3.1.5.8.29 DHCP Snooping
- 3.1.5.8.30 Access Control Lists (ACL)
  - 3.1.5.8.30.1 MAC ACL (inbound/outbound)
  - 3.1.5.8.30.2 IP ACL (inbound/outbound)
  - 3.1.5.8.30.3 IPv6 ACL (inbound/outbound)
- 3.1.5.8.31 DHCP Server

3.1.5.9 Switch must be centrally managed using manufacturer provided utility or appliance.

3.1.5.10 Switch must have a lifetime hardware warranty.

3.1.5.11 Switch must have lifetime 24x7 technical support including remote diagnostics.

3.1.5.12 Switch must have a 3-year next business day delivery onsite hardware replacement warranty.

#### 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 shall complete the Pricing Page by entering a unit cost in the "Unit Cost" column for each item. Vendor shall determine the Extended Cost for each item by multiplying the quantity of each item by the "Unit Cost" of each item and entering the amount in the "Extended Cost" column for each item. Shipping costs shall be included in the price of the items. Shipping fees are FOB destination.

The "**TOTAL COST**" of the requisition is determined by summing the individual item's Extended Costs and entering this amount on the "Total Cost" line at the bottom of the chart. 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.

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Unit Costs must include ALL charges, including any fees, government surcharges, taxes, travel, shipping, or any other charge associated with the contract item. The Vendor will only be paid what is on the Pricing Page.

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

**5. DELIVERY AND RETURN:**

**5.1 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 5 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 600 Capitol St., Charleston WV 25301.

**5.2 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.

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

**5.4 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.

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

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6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
7. **PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - a. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - b. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - c. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - d. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - e. Vendor shall inform all staff of Agency's security protocol and procedures.

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**10. VENDOR DEFAULT:**

- a. The following shall be considered a vendor default under this Contract.
  - i. Failure to perform Contract Services in accordance with the requirements contained herein.
  - ii. Failure to comply with other specifications and requirements contained herein.
  - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - iv. Failure to remedy deficient performance upon request.
- b. The following remedies shall be available to Agency upon default.
  - i. Cancellation of the Contract.
  - ii. Cancellation of one or more release orders issued under this Contract.
  - iii. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

- a. **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:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

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Pricing Page

Item#	Equipment Description	Qty.	Unit Cost*	Extended Cost
1	NetGear ProSAFE Network Management System, part# NMS300 or equal	3		
2	NetGear 10GBase-t Ethernet switch, part# XSM7224-100NES or equal	3		
3	NetGear 10GBase-t Ethernet switch, part# XS708E-100NES or equal	1		
4	NetGear 1GBase-t Ethernet switch, part# GSM7252S-100NES or equal	3		
5	NetGear 1GBase-t Ethernet switch, part# GSM7228S-100NES or equal	6		
<b>Total Cost</b>				

\*Unit Costs must include ALL charges, including any fees, government surcharges, taxes, travel, shipping, or any other charge associated with the contract item. The Vendor will only be paid what is on the Pricing Page.

**Note: Award will be made to the Vendor with the lowest overall Total Cost meeting specifications.**

**VENDOR NAME:** \_\_\_\_\_

**VENDOR ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**VENDOR EMAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**CERTIFICATION AND SIGNATURE PAGE**

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Date)

RFQ No. EBA483

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

# State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

- 1.     **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2.     **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3.     **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4.     **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5.     **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6.     **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7.     **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

**Bidder:** \_\_\_\_\_ **Signed:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: EBA483**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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