

Pomeroy IT Solutions
4013 Washington ST W
Charleston WV 25313



December 18, 2007

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

Dear Jo Ann:

Pomeroy IT Solutions is pleased to submit this response to the **RFQ# IPT07 for Internet Protocol Voice (VOIP) Communications** for the Department of Administration. This opportunity includes VOIP Communication equipment for all State agencies and political subdivisions and other various locales as indicated by order. Pomeroy IT Solutions has attached confirmation that we have met all mandatory requirements of the bid.

In 2007, Pomeroy begins our 26th year of operations. Headquartered in metropolitan Cincinnati, Pomeroy has locations across the United States. As an international technology services and solutions provider, Pomeroy unites core competencies in IT Outsourcing Services and Professional Services. Some of the company's services include consulting, project management, application development, integration, staffing, and technology sourcing. Pomeroy's capabilities as an end-to-end services and technology sourcing provider set the Company apart as a unique, one-stop alternative. This combination helps our Fortune 1000, government, and mid-market clients realize their business goals and objectives by leveraging information technology to simplify complexities, increase productivity, reduce costs and improve profitability.

Pomeroy has over 3500 employees and our total focus is on assisting our customers with their information technology requirements. More importantly, we are the most financially sound systems integrator in the industry today. Our strong balance sheet, operational efficiencies, and our focus on managing expenses enable Pomeroy to be the lowest cost provider of integration solutions in the industry.

Our operational strengths center on our ISO 9001:2000 Certified configuration facilities, capable of assembling 18,000 systems a month and include custom image loads. In addition, we have national and international deployment capabilities with an excellent history of project management and successful rollouts. We recently enhanced our ISO 9001:2000 certification to include our Service Depot and Asset Management offerings

Pomeroy support over 60 customers on our Global Service Desk, handling over three million calls annually, supported in five languages.

For the second straight year, Pomeroy has made substantial progress in the Gartner magic quadrant (MQ) rankings. In particular, we were noted for our ability to execute on behalf of our customers.

Pomeroy focuses on providing services and products to public agencies and corporations by providing one-stop, total IT solutions provider for small, medium and large customers. Our combined staff has considerable experience working with state and local governments as well as IT staffs in private corporations. Our collaborative approach facilitates an interactive and communicative partnership with our clients.

This proposal is valid for 180 days.

Please feel free to contact me immediately if you have any questions or need any additional information.

Sincerely,

Michael A Ferrari
Senior Gov/Ed Account Executive
(800) 227-8798 Ext 114
mferrari@pomeroy.com

Section 2.2 Please see the attached authorization from Cisco.

Section 2.7 Escalation Procedures:

The following contact are provided for escalation of issues with Contract, Ordering & Technical Support.

Ordering:

Level 1 Tina Devereaux
Inside Sales Support
tdeverea@pomeroy.com
800-846-8727 X 1709

Level 2 Michael Ferrari
Sr. Account Executive-Gov/Ed
mferrari@pomeroy.com
800-227-8798 X114

Level 3 Bill Rutherford
VP Sales
brutherf@pomeroy.com
800-227-8798 X101

Contract:

Level 1 Michael Ferrari
Sr. Account Executive-Gov/Ed
mferrari@pomeroy.com
800-227-8798 X114

Level 2 Bill Rutherford
VP Sales
brutherf@pomeroy.com
800-227-8798 X101

Level 3 John McKenzie
Sr. VP Sales
jmckenzi@pomeroy.com
800-846-8727 X4106

Technical Support:

Level 1 Cheryl Williams
WV Helpdesk
wvhelpdesk@pomeroy.com
800-227-8798 X130

Level 2 Brian Jeffrey
IPT Engineer
bjeffrey@pomeroy.com
800-227-8798 X106

Level 3 Bill Guy
Service Manager
bguy@pomeroy.com
800-227-8798 X109

Section 2.8 Please see attached Cisco Certs

Section 3.1 Pomeroy has been providing this type of equipment for over 10 years and has been providing it to the State of WV for 7+ years.

Section 3.2 Pomeroy supplies the following references:

Spilman, Thomas & Battle
300 Kanawha Blvd East
Charleston WV 25301
304-340-3800
Ted Toler
ttoler@spilmanlaw.com

West Virginia University
One Waterfront Place
Morgantown WV 26506
304-293-5664
Ed Leatherman
Professional Technologist (VOIP)
eleatherman@wvu.edu

Fairmont State College
1201 Locust Ave
Fairmont WV 26554
304-368-4711
David Tamm
IT Manager
dtamm@fairmontstate.edu

Section 4.1 Pomeroy currently has a toll-free helpdesk setup for any WV agency or Educational facility to utilize. This helpdesk is staffed from 8:00 am to 5:00 pm daily Monday through Friday.



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

Request for Quotation

RFQ NUMBER
IPT07

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JO ANN ADKINS
 304-558-8802**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Pomeroy IT Solutions
 4013 Washington St. W
 Charleston WV 25313*

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/03/2007	Net 30	Bst Ground	Destination	Included

BID OPENING DATE: **12/18/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-16		
<p>INTERNET PROTOCOL VOICE (VOIP) COMMUNICATIONS</p> <p>EQUIPMENT PER THE ATTACHED SPECIFICATIONS</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mikela Lunn* TELEPHONE: **304-746-4434x114** DATE: **12-18-07**

TITLE: *SR. Gov'ted Account Executive* FEIN: **61-1352158** ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER
IPT07

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ADDRESS: CORRESPONDENCE TO ATTENTION OF:
JD ANN ADKINS 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/03/2007				

BID OPENING DATE: 12/18/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**JO ANN ADKINS
 304-558-8802**

MAY 2007

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

MAY 2007

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/03/2007				

BID OPENING DATE: 12/18/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JO ANN ADKINS 42</p> <p>RFQ. NO.: IPT07</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE.

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



State of West Virginia
 Department of Administration
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 Post Office Box 50130
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/03/2007				

BID OPENING DATE: **12/18/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
			304	746-4439		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Mike Ferrar						
***** THIS IS THE END OF RFQ IPT07 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ
FOR STATEWIDE CONTRACT FOR
CISCO INTERNET PROTOCOL VOICE COMMUNICATIONS
HARDWARE AND SOFTWARE OR EQUAL

1. PURPOSE

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Office of Technology, hereinafter referred to as "WVOT", to establish a statewide contract for the procurement, installation, and on-going maintenance of Internet Protocol Voice (VoIP) communications equipment.

WVOT will be providing Core Voice Services and Redundancy to state agencies as part of the overall consolidation of Executive Branch agency's information technology resources. The services being provided will include teleconferencing, All Center agents, Emergency Responder, unified messaging/voice mail, failover redundancy and basic phone service.

The RFQ specifies Cisco name brand product(s), "or equal" specifically for the following reasons: the products we are requesting for purchase are a simple expansion of a pre-existing network/telephony hardware and software platform/system architecture. Any alternate products must seamlessly fit into, integrate with and interchange with the existing Cisco infrastructure investment with zero loss of feature functionality, and no infrastructure configuration changes.

2. GENERAL REQUIREMENTS

Throughout this section, **VENDOR** refers to the contracting company and **MANUFACTURER** is the company who actually manufactures the equipment.

2.1 For a Vendor to be eligible to qualify for an award, the Vendor **MUST** meet all of the requirements listed below. Successful Vendors will be qualified to submit bids for specific procurements during the life of the contract.

2.2 Any Vendor submitting bids **SHALL** be authorized to sell and service Cisco equipment covered under this contract. The Vendor **MUST** provide collaborating evidence that he is authorized by the manufacturer to sell and service his equipment.

2.3 The Vendor is solely responsible for all work performed under the contract and **SHALL** assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State **SHALL** consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.

2.4 The Vendor **MUST** inform the Contract Administrator, on a timely basis of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions.

2.5 The Vendor MUST accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this contract. Vendor MUST also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.

2.6 The Vendor MUST provide the Contract Administrator with usage reports including a summary of all equipment (regardless of dollar amount) sold under this contract including agency name, manufacturer, model/part number, WV-39 number, date received, install date, and total amount. These reports MUST be provided electronically.

2.7 The Vendor MUST provide their escalation procedures for problem resolution including time frames, contact names and phone numbers.

2.8 The Vendor SHALL have on staff two (2) manufacturer certified technicians for the products they are authorized to sell under this contract, each with a minimum of one-year experience, for the term of this contract. These certifications MUST be kept current, based on industry standards. Vendor SHALL provide copies of certifications and verification of experience for the staff who meet the requirements for the above services. If either of the two required technicians leaves the Vendor's employment, the Vendor SHALL be required to obtain a replacement within 30 days. The Vendor SHALL provide the replacement certifications to the Contract Administrator. Until a replacement is employed, the Vendor may not be permitted to bid on procurements under this contract.

3.0 EXPERIENCE AND REFERENCE REQUIREMENTS

3.1 The Vendor's company SHALL have been in sales and service of the products types they are bidding for a minimum of five (5) years at the time of the bid opening. The Vendor SHALL submit documentation supporting how the company meets this requirement.

3.2 All vendors SHALL also provide three client references who have procured this type of equipment from the vendor. The reference information required is name, title, company, mailing address, telephone number, and e-mail address. At least one reference must be from within West Virginia.

4.0 SUPPORT REQUIREMENTS

4.1 The Vendor SHALL maintain a toll-free technical support telephone number, staffed for eight consecutive hours, between the hours of 8:00 a.m. and 5:00 p.m., EST, during business days for the State, and accessible to all agencies who have purchased items from the Vendor under this contract. Personnel staffing the Vendor's support line SHALL be able to give competent technical assistance to agencies for all items purchased from the Vendor.

5.0 WARRANTY REQUIREMENTS

5.1 Warranty work SHALL be performed by a technician authorized by the manufacturer to service the equipment. During the term of the contract, a copy of the technician's certifications SHALL be made available upon request of the State.

5.2 If the agency specifies a particular warranty type and response time, if the Vendor responds, he is agreeing to meet the warranty provisions required in the agency's specifications.

5.3 If the agency specifies a particular warranty type and response time, the warranty SHALL apply to all equipment on the agency's bid request unless otherwise noted.

5.4 If the agency does not specifically address warranty coverage in its bid document, the Vendor SHALL, at a minimum, provide the manufacturer's mail-in warranty that includes parts and labor, at no cost to the State. Warranty SHALL cover all shipping costs to the manufacturer's designated repair depot, and for the equipment's return.

5.5 The Vendor is responsible for registering the equipment with the manufacturer for standard warranty and extended warranty coverage if specified in the agency specifications.

5.6 If the agency specifies on-site warranty, and the Vendor responds positively to the bid, the Vendor SHALL "fix" the equipment on-site. If the equipment is not repaired within eight (8) business hours, the Vendor SHALL supply a "loaner" of equal to or better than, speed and capacity, unless declined by the agency. Loaner equipment will be available to the agency to use until the original equipment is returned and working to the satisfaction of the agency. This loaner requirement applies to the switch, and any other major components. The Vendor will supply the switch, but the agency will be required to load any software over and beyond the software installed on the machine as originally purchased. The agency may request the Vendor to load additional software at their billable hourly rate.

5.7 If the equipment is mission critical, this requirement will be noted in the agency's bid specifications. A loaner SHALL be provided within 4 business hours to the agency until the hardware is repaired and meets the agency's satisfaction. The Vendor will be required to assist the agency in removing the software and data from the mission critical machine and loading the software and data on the loaner so that the machine can be up and running within 4 business hours, at no cost to the agency.

5.8 When a warranty call is made to the Vendor, the Vendor, after hearing the problem description by the agency, will try to work with the agency to resolve the problem over the phone. At their discretion, the agency can require the Vendor to come on-site to resolve the problem when the equipment has been purchased under an on-site warranty.

5.9 When the Vendor is required to come on-site, if the problem is determined to be a problem not related to the hardware and software supplied by that Vendor, they may bill the agency at their billable hourly rate for the time spent driving one-way to the user site and the time spent on-site. In the instance, the

agency SHALL be notified of the error and the Vendor's intent to bill for the call. If the agency disagrees with the cause, both the agency and the Vendor will document the situation and submit it to WVOT for review and resolution.

5.10 Upon completion of any warranty call, the Vendor SHALL provide the agency with a signed service report that includes, at a minimum, the date, a general statement of the problem, the serial number of the problem equipment, the action taken, any materials or parts replaced, the name of the technician who performed the repair, and the number of hours required to complete the repairs. There should also be a place for the agency to sign confirming that the warranty work was performed.

6.0 PURCHASING PROCEDURES

The State uses a Bulletin Board that is accessible only to those Vendors who qualify to sell under this contract.

6.1 The agency identifies a need and provides specifications to the Contract Administrator.

6.2 The Contract Administrator reviews the specifications and if acceptable, puts the specifications out on the Bulletin Board.

6.3 Any questions regarding the specifications MUST be submitted to the Contract Administrator at least one working day prior to bid opening. The inquiry will be investigated and a determination will be made if clarifications or changes are required to the specifications and an addendum to the bid document is required.

6.4 The Vendor MUST respond by the response date and time specified on the bid. Any bids received after the stated response time will be disqualified.

6.5 The Vendor MUST meet all the agency's requirements in order to be considered for award. By responding to the bid, the Vendor is guaranteeing that they meet or exceed the requirements of the bid.

6.6 The Vendor MUST itemize each bid showing a) the manufacturer and manufacturer's model/part number; b) the unit cost; and c) the extended cost.

6.7 The Vendor MUST total his bid. In the instance where an error is made in the Vendor's math, the unit price SHALL prevail.

6.8 All Vendor quotes MUST be F.O.B. Destination with inside delivery.

6.9 All Vendor bids MUST be valid for a minimum of ninety (90) calendar days.

6.10 The costs quoted MUST match the invoice to insure timely payment.

7.0 MISCELLANEOUS

7.1 The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFQ, pursuant to West Virginia State Code, Section §5A-3-19.

8.0 PROPOSAL FORMAT

All vendors who meet all of the mandatory requirements of this RFQ will qualify to participate in this statewide contract. The bid format should be as follows:

8.1 Title Page – This page should be a letter from the vendor stating the RFQ subject and number, the name of the vendor, the vendor's business address, telephone number, name of authorized contact person to speak on behalf of the vendor, and e-mail address of that contact person, and confirming that the vendor meets all mandatory requirements of the bid.

8.2 General Requirements – vendors must provide a) a letter from the manufacturer collaborating that the vendor is authorized to sell and service the equipment (2.1.2), escalation procedures for problem resolution (2.1.7); and c) evidence that the two technicians are certified to service the equipment and that they have one year of experience in the field.

8.3 Experience and References Requirements – The vendor should provide a) documentation supporting how long the company has been in business and how long they have been selling this type of equipment, and b) the required contact information for their three references.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Pomeroy IT Solutions

Authorized Signature: [Signature] Date: 12-18-07



Cisco Systems, Inc.
200 Association Drive
NorthGate Office Park
Charleston, WV 25311-1268
Phone: 304-340-2761
Fax: 304-343-7905
<http://www.cisco.com>

August 21, 2007

To Whom It May Concern:

Please use this letter as confirmation that Pomeroy IT Solutions is a Gold Partner with Cisco Systems Inc., and is one of our key partners in the state of West Virginia. As the Territory Account Manager, I am responsible for all Cisco government and education sales within West Virginia. Should you have any questions please do not hesitate to get in contact with me.

Sincerely,

Glen Dailey
Territory Account Manager
Cisco Systems, Inc.
304-340-2761



Partner Central

Partner Self Service

Process Diagram

SELECT COMPANY AND GEOGRAPHY

COMPANY INFORMATION

LOCATIONS

CONTACTS

REPORTS

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POMEROY IT SOLUTIONS, INC. (USA)

To update an individual contacts profile, click on the contacts name. To perform mass updates, move or delete contacts, etc, follow these steps:

1) Select the appropriate view from the drop-down menu at the top of the screen.

Note: the view you select will change the actions available.

2) Check the box next to the contact(s).

3) Select an action from the drop-down menu at the bottom of the screen and hit Submit.

List of Contacts - Certified Individuals View

View: Certified Individuals View -

Showing 1 - 1 of 1 results < Prev 1 Next >

<input type="checkbox"/>	Name	Cisco Testing ID (CSCO#)	Career Certification	Original Cert Date	Recert Date	Expiration Date
	POMEROY IT SOLUTIONS, INC, 717 Airpark Center Drive, Suite 130, Nashville, TN, 37217-2925, UNITED STATES Add an individual to this location					
<input type="checkbox"/>	Mike Bond	CSCO10090754	Composite Exam (#642-891)			
			CCIE Voice	15/MAY/2007	15/MAY/2007	15/MAY/2009
			Cisco Certified Network Associate	08/JUN/2000	26/JUN/2006	26/JUN/2009
			Cisco Certified Network Professional	19/DEC/2001	15/MAY/2007	15/MAY/2009
			CCVP	05/DEC/2005	15/MAY/2007	15/MAY/2009
			IP Telephony Support (#642-444 CIPT)			
			CQS- Cisco Unity Support Specialist	26/JUN/2006	15/MAY/2007	15/MAY/2009
			CQS-Cisco IP Communications Support Specialist	05/DEC/2005	15/MAY/2007	15/MAY/2009
			CQS-Cisco IP Telephony Operations Specialist	05/DEC/2005	15/MAY/2007	15/MAY/2009
			Cisco Voice Over IP Exam (#642-432 CVOICE)			
			GSM, GPRS, and UMTS	05/JUL/2006	05/JUL/2006	

Fundamentals

IP Telephony
Troubleshooting (#642-425)

Implementing Cisco
QOS (#642-642)

Lifecycle Services
Advanced IP
Communications (#646-227)

MCSE: Messaging on 24/MAY/2006 24/MAY/2006
Microsoft Windows 2000

Unified Communication
for SEs Exam (UCSE
#642-104)

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Action: Select One

Submit

++ Certified Contact has moved within a 12 month period

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List of Contacts - Certified Individuals View

View: Certified Individuals View

Showing 1 - 1 of 1 results < Prev 1 Next >

<input type="checkbox"/>	Name	Cisco Testing ID (CSCO#)	Career Certification	Original Cert Date	Recert Date	Expiration Date
POMEROY IT SOLUTIONS, INC, 717 Airpark Center Drive, Suite 130, Nashville, TN, 37217-2925, UNITED STATES Add an individual to this location						
<input type="checkbox"/>	James Blaylock	CSCO10557557	Advanced Security for AMs (#646-561)			
			Advanced Wireless LAN for AMs (#646-588)			
			Cisco Certified Network Associate	24/FEB/2006	18/MAY/2007	18/MAY/2010
			CCVP	18/MAY/2007	18/MAY/2007	18/MAY/2010
			IP Telephony Support (#642-444 CIPT)			
			CQS - Cisco Advanced IP Communications Sales Specialist	14/AUG/2006	14/AUG/2006	14/AUG/2009
			CQS-Cisco Security Sales Specialist	14/AUG/2006	14/AUG/2006	14/AUG/2008
			CQS-Cisco Advanced Wireless Sales Specialist	28/AUG/2006	28/AUG/2006	28/AUG/2008
			Cisco Sales Expert 3.0	07/AUG/2006	07/AUG/2006	07/AUG/2008
			Cisco Sales Expert			

3.0 (#646-203)
Cisco Voice Over IP
Exam (#642-432
CVOICE)
IP Telephony
Troubleshooting
(#642-425)
Advanced IP
Communications
AM (#646-229)
Implementing Cisco
QOS (#642-642)
Cisco Lifecycle
Services Express
Exam (#646-391)

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Action: Select One

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