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Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 12906

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0210

Vendor ID: 000000219123

SO Doc ID: ISC1500000004

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 9/30/14

Alias/DBA:

Close Date: 10/28/14

Total Bid: \$206,854.00

Close Time: 13:30

Response Date: 10/27/2014

Status: Closed

Response Time: 17:14

Solicitation Description: ISCP0113- SOLICITATION FOR SECURITY SERVER

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
2019 Washinton Street East
Post Office Box 50130
Charleston, WV 25305-0130

State Of West Virginia
Solicitation Response

Proc Folder : 12906

Solicitation Description : ISCP0113- SOLICITATION FOR SECURITY SERVER PROCESSORS

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2014-10-28 13:30:00	SR 0210 ESR10271400000000737	1

VENDOR

000000219123

POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Event Processor Appliance-DSIM-EVP2500 OR	1.00000	LS	\$40,248.00	

Comm Code	Manufacturer	Specification	Model #
43233200			

Extended Description : Event Processor Appliance, Part Number: DSIM-EVP2500 or Equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	YEAR 1 SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description : YEAR 1 SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	YEAR 2 RENEWAL SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description : YEAR 2 RENEWAL SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	YEAR 3 RENEWAL SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description : YEAR 3 RENEWAL SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	YEAR 4 RENEWAL SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description : YEAR 4 RENEWAL SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Behavioral Flow Sensor Appliance-DSNBA7-1G-TX- OR	2.00000	LS	\$26,563.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description : SEIM Network Behavioral Flow Sensor Appliances DSNBA-1G-TX or Equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	YEAR 1 SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description : YEAR 1 SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	YEAR 2 RENEWAL SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description : YEAR 2 RENEWAL SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	YEAR 3 RENEWAL SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description :	YEAR 3 RENEWAL SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	YEAR 4 RENEWAL SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	

Comm Code	Manufacturer	Specification	Model #
81112208			

Extended Description :	YEAR 4 RENEWAL SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL



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

State of West Virginia
Request for Quotation

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Proc Folder: 12906

Doc Description: ISCP0113- SOLICITATION FOR SECURITY SERVER PROCESSORS

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2014-09-30	2014-10-28 13:30:00	CRFQ 0210 ISC1500000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: Pomeroy IT Solutions
Michelle Clark, Inside Sales 500 Westmoreland Office Park
linda.clark@pomeroy.com Dunbar, WV 25064
Phone: (304) 746-4434
Fax: 1(866)307-5674

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN # 61-1352158

DATE 10/27/2014

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

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Event Processor Appliance-DSIM-EVP2500 OR	1.00000	LS	\$40,248.00	\$40,248.00

Comm Code	Manufacturer	Specification	Model #
43233200	Extreme Networks	EVENT PROC APPL REQ DISTRIBUTED CONS	DSIM-EVP2500

Extended Description :

Event Processor Appliance, Part Number: DSIM-EVP2500 or Equal

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	YEAR 1 SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	\$11,060.00

Comm Code	Manufacturer	Specification	Model #
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10128

Extended Description :

YEAR 1 SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	YEAR 2 RENEWAL SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	\$11,060.00

Comm Code	Manufacturer	Specification	Model # 97004-A10128
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	

Extended Description :

YEAR 2 RENEWAL SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	YEAR 3 RENEWAL SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	\$11,060.00

Comm Code	Manufacturer	Specification	Model # 97004-A10128
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	

Extended Description :

YEAR 3 RENEWAL SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	YEAR 4 RENEWAL SupportNet for EPA - ES-SNA-S13 OR EQUAL	1.00000	LS	\$11,060.00	\$11,060.00

Comm Code	Manufacturer	Specification	Model # 97004-A10128
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	

Extended Description :

YEAR 4 RENEWAL SupportNet for Event Processor Appliance - ES-SNA-S13 OR EQUAL

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Behavioral Flow Sensor Appliance-DSNBA7-1G-TX- OR	2.00000	LS	\$26,563.00	\$53,126.00

Comm Code	Manufacturer	Specification	Model # DSNBA7-1G-SX
81112208	Extreme Networks	BEHAVIORAL FLOW SENSOR APPLIANCE 1G-SX	

Extended Description :

SEIM Network Behavioral Flow Sensor Appliances DSNBA-1G-TX or Equal.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	YEAR 1 SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	\$17,310.00

Comm Code	Manufacturer	Specification	Model # 97004-A10136
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	

Extended Description :

YEAR 1 SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	YEAR 2 RENEWAL SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	\$17,310.00

Comm Code	Manufacturer	Specification	Model #
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10136

Extended Description :

YEAR 2 RENEWAL SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	YEAR 3 RENEWAL SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	\$17,310.00

Comm Code	Manufacturer	Specification	Model #
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10136

Extended Description :

YEAR 3 RENEWAL SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	YEAR 4 RENEWAL SupportNet for BFS - ES-SNA-S11 OR EQUAL	2.00000	LS	\$8,655.00	\$17,310.00

Comm Code	Manufacturer	Specification	Model #
81112208	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10136

Extended Description :

YEAR 4 RENEWAL SupportNet for Behavioral Flow Sensor - ES-SNA-S11 OR EQUAL

ISC1500000004	Document Phase Final	Document Description ISCP0113- SOLICITATION FOR SEC URITY SERVER PROCESSORS	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**REQUEST FOR QUOTATION
Security Information & Event Manager**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish a contract for the “One-Time” purchase of an upgrade to our **current** Security Information & Event Manager (SIEM). A SIEM enables security and network administrators to collect event logs from network devices across the infrastructure. The event logs are generated each time a user or device sends information across the network. The SIEM appliance keeps a record of each event. If there is a report of suspicious behavior the SIEM will facilitate a Forensic Investigation and locating the event.

Current Operating Environment: Vendor must provide mandatory contract items listed in section 4.2 that is compatible with the **current operating environment** below.

Compatibility means no reconstruction, reconfiguration, or the purchase of additional software or hardware to the agency’s existing operating environment outlined below.

Enterasys DSIMBA7-LU – the central console and event processor. Appliance is licensed for 2500 EPS. This is the central console that captures event (example: network activity data, security events, logs, and vulnerable data) and flow data from workstations, devices and servers on the WVOT’s network.

Enterasys DSIMBA7-FAP – FAP appliance processes all the flow. Appliance is licensed for 300,000 FPM. The Flow Anomaly Processor expands the capacity of the central console to enhance processing of flow data. It also interfaces with the Behavioral Flow Sensor to collect IP traffic flow information.

Enterasys DSNBA7-1G-TX – two flow collectors. The current Behavioral Flow Sensors have been strategically placed on the network to monitor and collect IP traffic flow. The data collected is then processed by the central console.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item”** means an upgraded SIEM with required specifications mentioned in section 3.1.1.
 - 2.2 “EPS”** is an acronym for Events Per Second.
 - 2.3 “Event Processor Appliance”** is a network device that collects and transmits data on network activity.

REQUEST FOR QUOTATION
Security Information & Event Manager

2.4 “Knowledgebase” at a minimum is a repository of documents and articles from users or subject matter experts that experience in dealing with issues with the hardware and software.

2.5 “NBD” is an acronym for Next Business Day.

2.6 “Network Behavioral Flow Sensor” is a network device deployed strategically that inspects and analyzes data and detects any anomalies. The device inspects the content to identify threats tunneled over standard protocols and ports.

2.7 “Pricing Page” means the pages contained in wvOASIS or attached as Attachment “A” upon which the Vendor should list its proposed price for the Contract Items.

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

2.9 “SIEM” is an acronym for Security Information and Event Manager.

2.10 “SIEM Console Manager” distributes the collection and processing of flows and logs while maintaining a global view of the entire network.

2.11 “SupportNet Services” provides technical phone and web support, as well as software updates and upgrades direct from the original equipment manufacturer, to ensure that appliance’s software is up-to-date and operating efficiently.

2.12 “TB” is an acronym for Terabyte. A Terabyte is equal to 1,000 Gigabytes (GB)

2.13 “Technical Documentation” at a minimum refers to documentation that provides the steps for set up of hardware and software.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Vendor shall provide Agency with the Contract Items and meet or exceed the mandatory requirements listed below:

3.1.1 A quantity of one (1) Event Processor Appliance Part Number DSIM-EVP2500 or Equal that must be compatible with WVOT’s current operating environment detailed in Current Operating Environment

3.1.1.1 Must have a minimum of 2 TB of dedicated event storage

**REQUEST FOR QUOTATION
Security Information & Event Manager**

**3.1.1.2 The license upgrade must include a minimum of 2,500
EPS**

3.1.2 SupportNet Services ES-SNA-S13 or Equal for the Event Processor Appliance listed in Section 3.1.1 must include web support, phone support, access to firmware and software updates, and hardware replacement direct from the original equipment manufacturer. Vendor must provide a cost for first year purchase and optional renewal for years 2, 3 and 4.

3.1.2.1 Web support must include technical documentation and online knowledgebase for technical experts on the Event Processor Appliance. This service must be available for a minimum of 1 year, 24 hours a day, 7 days a week.

3.1.2.2 Phone support must be available 24x7 and include a toll-free phone number for the Event Processor Appliance. This service must be available for a minimum of 1 year, 24 hours a day, 7 days a week.

3.1.2.3 Application software and Security Appliance must have access to all software and firmware upgrades and patches. This service must be available for a minimum of 1 year, 24 hours a day, 7 days a week.

3.1.2.4 Advanced replacement of parts found defunct by the aforementioned web support and phone support must be shipped by the next business day excluding State and Federal holidays and weekends.

3.1.3 There must be a quantity of two (2) SIEM Network Behavioral Flow Sensor Appliances DSNBA7-1G-TX or Equal

3.1.3.1 The SIEM Network Behavioral Flow Sensor Appliance is a rack-mountable security appliance that is strategically deployed on the network to monitor and collect IP traffic flow information. This appliance will be used to connect to WVOT's existing DSIMBA7-LU (central console and event processor) and DSIMBA7-FAP (flow appliance processor).

3.1.3.2 The minimum hardware specifications must include:

3.1.3.2.1 Form Factor: 1U rack-mountable console,

REQUEST FOR QUOTATION

Security Information & Event Manager

- 3.1.3.2.2 A minimum processor of 2.4 Ghz Quad Core Intel Xeon Processor,**
- 3.1.3.2.3 A minimum memory: 6GB of RAM,**
- 3.1.3.2.4 Network Interface: 4x 10/100/1000 Base-T**
- 3.1.4 SupportNet Services or equal Behavioral Flow Sensor Appliance ES-SNA-S11 or Equal listed in Section 3.1.4 must include web support, phone support, access to firmware and software updates, and hardware replacement direct from the original equipment manufacturer. Vendor must provide a cost for first year purchase and optional renewal for year 2, 3 and 4.**
- 3.1.4.1 Web support must include technical documentation and online knowledgebase for the Event Processor Appliance. This service must be available for a minimum of 1 year, 24 hours a day, 7 days a week.**
- 3.1.4.2 Phone support must be available 24x7 and include a toll-free phone number for the Event Processor Appliance. This service must be available for a minimum of 1 year, 24 hours a day, 7 days a week.**
- 3.1.4.3 Application software and Security Appliance must have access to all software and firmware upgrades and patches. This service must be available for a minimum of 1 year, 24 hours a day, 7 days a week.**
- 3.1.4.4 Advanced replacement of parts found defunct by the aforementioned web support and phone support must be shipped by the next business day excluding state and federal holidays and weekends.**
- 3.1.5 Vendor should provide with their submitted bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to . This must be provided before Purchase Order is awarded.**
- 3.1.6 Vendor should provide with their submitted bid a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to . This must be provided before Purchahse Order is awarded.**

**REQUEST FOR QUOTATION
Security Information & Event Manager**

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 in the Pricing Section.

4.1.1 Bids will be evaluated on bid Total Cost. Award will be for:

4.1.1.1. One (1) Event Processor Appliance; DSIM-EVP2500 or Equal and (1) SupportNet for Event Processor Appliance - ES-SNA-S13 or Equal for first year.

4.1.1.2. Two (2) Behavioral Flow Sensor Appliance; DSNBA7-1G-TX or Equal and (2) SupportNet for Behavioral Flow Sensor - ES-SNA-S11 or Equal for the first year.

Subsequent years SupportNet ES-SNA-S13 & ES-SNA-S11 or Equal maintenance services will be added by Change Order issued by Purchasing Division and initiated by the Agency.

4.1.2 Vendors submitting items different than Model and Product ID referenced in Pricing Section should provide information regarding Alternative Model and Part numbers with their bid. This information must be provided upon request and will be required before award.

4.2 Pricing Section: Vendor should complete the Pricing Page and submit it as part of the bid response. Vendor should complete the Pricing Section in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document as Attachment "A".

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

5. PAYMENT:

**REQUEST FOR QUOTATION
Security Information & Event Manager**

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within twenty (20) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Department of Administration, IS&C Data Center Manager, Building 6, Room B110, 1900 Kanawha Blvd. East, Charleston, WV 25305.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

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

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

REQUEST FOR QUOTATION
Security Information & Event Manager

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

Contract Manager: Todd Fowler

Telephone Number: (304) 746-4434 ext. 5758

Fax Number: (304) 746-4439 or 1(866)307-5674

Email Address: Todd.Fowler@pomeroy.com

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"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. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

- ☒ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within twenty (20) calendar days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional three (3) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited.

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

- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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 received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

☐ **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.

☐ **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:** In the amount of _____ or more.

☐ **Builders 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. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____
for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/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 Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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**. 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**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **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.

31. 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. 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.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. 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.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pomeroy IT Solutions

(Company)

Michelle Clark, Inside Sales

(Authorized Signature) (Representative Name, Title)

(304) 746-4434 / 1 (866) 307-5674 10/27/2014

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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


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

Pomeroy IT Solutions
Company
Michelle Pitt
Authorized Signature
10/27/2014
Date

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

EXHIBIT A - PRICING PAGE

Specification								
Item #	Item	Description	Brand Bid	Model Bid	Part Number	Unit Price	Quantity	Extended Price
1	3.1.1	Event Processor Appliance; DSIM-EVP2500 or Equal	Extreme Networks	Event Processor Appliance	DSIM-EVP2500	40248.00	1	40248.00
2	3.1.2	SupportNet for Event Processor Appliance; ES-SNA-S13 or Equal first year	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10128	11060.00	1	11060.00
	3.1.2	SupportNet for Event Processor Appliance; ES-SNA-S13 or Optional Year Two (2)	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10128	11060.00	1	11060.00
	3.1.2	SupportNet for Event Processor Appliance; ES-SNA-S13 or Equal, Optional Year Three (3)	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10128	11060.00	1	11060.00
	3.1.2	SupportNet for Event Processor Appliance; ES-SNA-S13 or Equal first year, Optional Year Four (4)	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10128	11060.00	1	11060.00
3	3.1.3	Behavioral Flow Sensor Appliance; DSNBA7-1G-TX or Equal	Extreme Networks	BEHAVIORAL FLOW SENSOR APPLIANCE 1G-SX	DSNBA7-1G-SX	26563.00	2	53126.00
4	3.1.4	SupportNet for Behavioral Flow Sensor; ES-SNA-S11 or Equal, First Year (1)	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10136	8655.00	2	17310.00
	3.1.4	SupportNet for Behavioral Flow Sensor; ES-SNA-S11 or Equal, Optional Year Two (2)	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10136	8655.00	2	17310.00
	3.1.4	SupportNet for Behavioral Flow Sensor; ES-SNA-S11 or Equal, Optional Year Three (3)	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10136	8655.00	2	17310.00
	3.1.4	SupportNet for Behavioral Flow Sensor; ES-SNA-S11 or Equal, Optional Year Four (4)	Extreme Networks	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD	97004-A10136	8655.00	2	17310.00
Award shall be made to the vendor that provides the contract items meeting the required specifications for the lowest overall total cost.								TOTAL COST 206854.00


 Michelle C. Pomeroy, Inside Sales
 Pomeroy IT Solutions 10/27/2014

Bill To:
Guy Nisbet
WV DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION,
2019 WASHINGTON ST E
CHARLESTON, WV 25305

Phone: (304)558-2596
Email: guy.l.nisbet@wv.gov

Ship To:
Guy Nisbet
WV DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION,
2019 WASHINGTON ST E
CHARLESTON, WV 25305

Phone: (304)558-2596

Srl	Mfr. Part	Description	Price	Qty.	Extended
1	DSIM-EVP2500	EVENT PROC APPL REQ DISTRIBUTED CONS Mfr: EXTREME NETWORKS, INC	\$ 40,248.00	1	\$ 40,248.00
2	97004-A10128	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: One (1)	\$ 11,060.00	1	\$ 11,060.00
3	97004-A10128	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: Two (2)	\$ 11,060.00	1	\$ 11,060.00
4	97004-A10128	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: Three (3)	\$ 11,060.00	1	\$ 11,060.00
5	97004-A10128	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: Four (4)	\$ 11,060.00	1	\$ 11,060.00
6	DSNBA7-1G-SX	BEHAVIORAL FLOW SENSOR APPLIANCE 1G-SX Mfr: EXTREME NETWORKS, INC	\$ 26,563.00	2	\$ 53,126.00
7	97004-A10136	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: One (1)	\$ 8,655.00	2	\$ 17,310.00
8	97004-A10136	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: Two (2)	\$ 8,655.00	2	\$ 17,310.00
9	97004-A10136	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: Three (3)	\$ 8,655.00	2	\$ 17,310.00
10	97004-A10136	TAC 24X7X365 E-SUP DELIV H/W RPLMNT NBD Mfr: EXTREME NETWORKS, INC Remarks: Support Year: Four (4)	\$ 8,655.00	2	\$ 17,310.00
10 item(s)			Sub-Total		\$ 206,854.00
			Freight:		\$ 0.00
			Tax @ 0%		\$ 0.00
			Total		\$ 206,854.00

(*) Tax exempted Part(s)

Terms and Conditions

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation.

Shipping Details and Delivery

Shipping Via Delivery

The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

 10/27/2014
Vendor Signature
FEIN# 61-1352158

For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written

Purchase Orders can be faxed to:
Michelle Clark 1.866.307.5674

policy. <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?PageId=3186>

Quote valid until: 11/26/2014

Payment Details

Company PO []

Payment Term 30 days

Additional References

Customer Name

Sales Consultant

☐ Prepared by: Michelle Clark ☐ michelle.clark@pomeroy.com ☐ 304 746-4434 x5753

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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% vendor preference for the reason checked:

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- ☒ Bidder is a nonresident vendor 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% vendor preference for the reason checked:

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) 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: Pomeroy IT Solutions

Signed: Michelle [Signature]

Date: 10/27/2014

Title: Inside Sales

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 exceeds 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: Pomeroy IT Solutions

Authorized Signature: Michelle [Signature] Date: 10/27/2014

State of West Virginia

County of Tanawha, to-wit:

Taken, subscribed, and sworn to before me this 27 day of Oct, 2014.

My Commission expires Aug 22, 2016

AFFIX SEAL HERE



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Judith A. Snodgrass
48 Snodgrass Lane
P.O. Box 336
Comfort, WV 25049
My Commission Expires Aug. 22, 2016

NOTARY PUBLIC

Judith A. Snodgrass
Purchasing Affidavit (Revised 07/01/2012)