



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 209741

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0702

Vendor ID: 000000219123

SO Doc ID: TAX1600000006

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 5/23/16

Alias/DBA:

Close Date: 6/2/16

Total Bid: \$411,689.00

Close Time: 13:30

Response Date: 06/02/2016

Status: Closed

Response Time: 11:21

Solicitation Description: Addendum No. 01 - Backup Hardware Software System

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 209741

Solicitation Description : Addendum No. 01 - Backup Hardware Software System

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-06-02 13:30:00	SR 0702 ESR06021600000005856	1

VENDOR

000000219123
 POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@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	Cost of System	1.00000	LS	\$411,689.000000	\$411,689.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description :	Total Cost of New Backup Hardware System
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 209741

Doc Description: Addendum No. 01 - Backup Hardware Software System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-23	2016-06-02 13:30:00	CRFQ 0702 TAX1600000006	2

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
 500 Westmoreland Office Park
 Dunbar, WV 25064
 (304) 941-4272

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

61-1352158

DATE

06-02-16

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Tax Division to establish a contract for the one time purchase of a backup hardware and software system for the Agency. The backup system will be installed by the Agency in three (3) locations, which will be the Revenue Center in Charleston, WV, the Office of Technology, Data Center in Charleston, WV and at an offsite location in Clarksburg, WV. Installation of backup system is not part of this solicitation.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cost of System	1.00000	LS	#411,689.00 /	#411,689.00

Comm Code	Manufacturer	Specification	Model #
71151106		*See Attached for breakdown.	

Extended Description :
Total Cost of New Backup Hardware System

TAX1600000006	Document Phase Final	Document Description Addendum No. 01 - Backup Hardware Software System	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit "A" Pricing Sheet
 WV State Tax Division
 Backup System

Item	Part Number	Description	Brand of Equipment Bid	Part Number Bid	Unit of Measure	Qty	Unit Cost	Extended Cost
3.1.1	EMCBASS	Backup Hardware and Software System	EMC	*See Attached for breakdown	Lump Sum	1	\$411,689. ⁰⁰	\$411,689. ⁰⁰
							TOTAL BID AMOUNT	\$411,689. ⁰⁰

Description	Qty
EMC NETWORKER BASIC QUICKSTART	1
DATA DOMAIN BACKUP TARGET	1
PREMIUM SOFTWARE SUPPORT (DD)	1
EMC DATA PROTECTION SUITE FOR BACKUP	1
CLOUDBOOST V2 CLIENT FOR DPS ENABLER=CA	1
DPS FOR BU DP SEARCH ENABLER=CA	1
CLOUDBOOST V2 VM 2TB FOR DPS ENABLER=CA	1
BACKUP AND RECOVERY MANAGER - NETWORKER	1
AVAMAR E DPS BACKUP ENABLER=IA	1
DATA DOMAIN VALUEPAK	1
IMPL FOR DD 0 SHELF QS	1
IMPL DATA DOMAIN (BASE)	1
LICENSE,ENCRYPTION,DD2500	1
LICENSE,REPLICATOR,DD2500	1
LICENSE,BOOST,DD2500	1
LICENSE BASE DD OE DD2500-36=IA	1
LICENSE,DD2500 EXP CAP,MORE THAN 66TB	1
OPTION,DD 1GBE,IO MODULE,CU,4PORT	1
BACKUP AND RECOVERY MANAGER AVAMAR	1
DPS FOR BU DDBOOST FOR APPS ENABLER=CA	1
EMC BACKUP SUITE DPA ENABLER-B=CB	25
NW 9+DPS CAP ENABLER=CA	25
EMC BACKUP SUITE AVAMAR ENABLER=CA	1
DATA PROT SUITE BACKUP 11-50TB=CA	25
PREMIUM SOFTWARE SUPPORT (DD)	1
SYSTEM,DD2500,NFS,CIFS	1
SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS	1
OPTION,FIELD INSTALL KIT,DD2500	1
DOCS,DD OS DOC,A4	1
PREMIUM SYSTEM SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
DATA DOMAIN VALUEPAK	1
IMPL DATA DOMAIN (BASE)	1
LICENSE,ENCRYPTION,DD2500	1
LICENSE,REPLICATOR,DD2500	1
LICENSE,BOOST,DD2500	1
LICENSE BASE DD OE DD2500-36=IA	1
LICENSE,DD2500 EXP CAP,MORE THAN 66TB	1
OPTION,DD 1GBE,IO MODULE,CU,4PORT	1

SYSTEM,DD2500,NFS,CIFS	1
OPTION,FIELD INSTALL KIT,DD2500	1
DOCS,DD OS DOC,A4	1
INSTALL ADD-ON FOR DATA DOMAIN ES SHELF	1
LICENSE DD OE PER TB MID CAPACITY ACT=CB	30
SYSTEM,DD2500+1ES30 SAS,66TB,NFS,CIFS	1
SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS	1
OPTION,DD2500 ADD ES EXP KIT,DUAL PATH	1
OPTION,ES30 SHELF,15X2TB SAS HDD	1
PREMIUM SYSTEM SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
DATA DOMAIN VALUEPAK	1
IMPL DATA DOMAIN (BASE)	1
LICENSE,ENCRYPTION,DD2500	1
LICENSE,REPLICATOR,DD2500	1
LICENSE,BOOST,DD2500	1
LICENSE BASE DD OE DD2500-36=IA	1
LICENSE,DD2500 EXP CAP,MORE THAN 66TB	1
OPTION,DD 1GBE,IO MODULE,CU,4PORT	1
SYSTEM,DD2500,NFS,CIFS	1
OPTION,FIELD INSTALL KIT,DD2500	1
DOCS,DD OS DOC,A4	1
INSTALL ADD-ON FOR DATA DOMAIN ES SHELF	1
LICENSE DD OE PER TB MID CAPACITY ACT=CB	45
SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS	1
OPTION,DD2500 ADD ES EXP KIT,DUAL PATH	1
SYSTEM,DD2500+1ES45 SAS,81TB,NFS,CIFS	1
OPTION,ES30 SHELF,15X3TB SAS HDD	1
OPTION,MEMKIT,DD2500,MORE THAN 66TB	1
PREMIUM SYSTEM SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
PREMIUM SOFTWARE SUPPORT (DD)	1
BRS SOL ARCHITECT 4 HOURS QS	5

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Pomeroy IT Solutions

Signed: [Signature]

Title: Technology Solutions Executive

Date: 06-02-16

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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

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 Sales Co.

Signed: *Connie White*

Date: 06-02-16

Title: Project Assistant

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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 Sales Co.

Authorized Signature: Connie White Date: 06-02-16

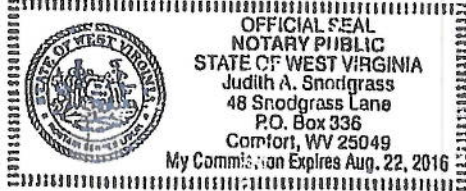
State of West Virginia

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of June, 2016

My Commission expires Aug 22, 2016

AFFIX SEAL HERE



NOTARY PUBLIC Judith A. Snodgrass
Purchasing Affidavit (Revised 08/01/2015)

REQUEST FOR QUOTATION
Backup Hardware/ Software System RFQ

28

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 and customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: James Stewart
Telephone Number: (304) 941-4272
Fax Number: (800) 650-1703
Email Address: james.stewart@pomeroy.com

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 checked="" 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.

Romeo IT Solutions
Company

[Signature]
Authorized Signature

06-02-16
Date

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

James Stewart TSE
 (Name, Title)
James Stewart, Technology Solutions Executive
 (Printed Name and Title)
500 Westmoreland Office Park Dunbar, WV 25064
 (Address)
(304) 941-4272 - (800) 650-1703
 (Phone Number) / (Fax Number)
james.stewart@pomeroy.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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)
James Stewart TSE
 (Authorized Signature) (Representative Name, Title)
James Stewart Technology Solutions Executive
 (Printed Name and Title of Authorized Representative)
06-02-16
 (Date)
(304) 941-4272 (800) 650-1703
 (Phone Number) (Fax Number)