



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: 160920

Doc Description: ADDENDUM_1:NETWORK SWITCHES, ACCESSORIES, EXT SVC AGREEMENT

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2016-09-19	2016-09-29 13:30:00	CRFQ	0506 WEH1700000002	2

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

Vendor Name, Address and Telephone Number:

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

09/29/16 12:40:29
 Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 61-1352158

DATE 09-29-16

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

Addendum_1: Is issued to publish the Vendor questions with responses.

NO OTHER CHANGES

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHFF), Welch Community Hospital (WCH) to establish a contract for the one time purchase of Network Switches and Accessories with a Five (5) year Extended Service agreement to replace existing network equipment per attached documents.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements.

BILL TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708		PROCUREMENT OFFICER - 304-436-8708	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
WELCH COMMUNITY HOSPITAL		WELCH COMMUNITY HOSPITAL	
454 MCDOWELL ST		454 MCDOWELL ST	
WELCH	WV24801	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK SWITCH	11.00000	EA	<i>\$2,726.00</i>	<i>\$29,986.00</i>

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO	<i>* Includes switch, power cord, stacking cable and 5yr SA</i>	

Extended Description :

3.1.1 Vendor must provide eleven (11) EACH: Must be Extreme Networks X440-G2 series 48 Port POE Switch, Manufacturer Part Number 16535 or equal including Five (5) year Extended Service Agreement to replace existing network equipment.

BILL TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708		PROCUREMENT OFFICER - 304-436-8708	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
WELCH COMMUNITY HOSPITAL		WELCH COMMUNITY HOSPITAL	
454 MCDOWELL ST		454 MCDOWELL ST	
WELCH	WV24801	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	NETWORK SWITCH	1.00000	EA	<i>\$1,743.00</i>	<i>\$1,743.00</i>

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO	<i>* Includes switch, power cord, stacking cable and 5yr SA</i>	

Extended Description :

3.1.2 Vendor must provide one (1) EACH: Must be Extreme Networks X440-G2 series 24 Port POE Switch, Manufacturer Part Number 16535 or equal including Five (5) year Extended Service Agreement to replace existing network equipment.

		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Transceiver Module	6.00000	EA	\$175.00	\$1050.00

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO		

Extended Description :
3.1.3 Six (6) EACH: Must be Extreme Networks SFP (mini-GBIC) transceiver module, Ethernet 1000Base-SX LC Multimode, Manufacturer Part Number 10051H or equal.

INVOICE		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	AC Power Cord	12.00000	EA	\$ 0	\$ 0

Comm Code	Manufacturer	Specification	Model #
43222600	CISCO	* Included w/switches, Lines 1 & 2.	

Extended Description :
3.1.4 Twelve (12) EACH: AC Power Cord, each power cord must be a minimum of two (2) meters in length.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-09-14

WEH1700000002	Document Phase Final	Document Description ADDENDUM_1:NETWORK SWITCHES, ACCESSORIES, EXT SVC AGREEMENT	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO 0506 WEH17000000002

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 checked="" 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 cause for rejection of this bid. I further understand that 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
Opmer Stewart
Authorized Signature
09-29-16
Date

NOTE: This addendum acknowledgement 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 - Technology Solutions Executive
(Name, Title)

James Stewart - TSE
(Printed Name and Title)

500 Westmoreland Office Park Dunbar, WV 26064
(Address)

681-245-6025 / 800-650-1703
(Phone Number) / (Fax Number)

james.stewart@pomeroi.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.

Pomeroi IT Solutions
(Company)

James Stewart - TSE
(Authorized Signature) (Representative Name, Title)

James Stewart - TSE
(Printed Name and Title of Authorized Representative)

09-29-16
(Date)

681-245-6025 / 800-650-1703
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ 0506 WEH170000002
NETWORK SWITCHES with FIVE (5) YEAR EXTENDED SERVICE AGREEMENT

11 MISCELLANEOUS:

11.1 Point of Contact: During the performance of this Contract, Vendor must designate and maintain a primary point of contact responsible for overseeing Vendor's responsibilities under this Contract. The Point of Contact must be available during normal business hours, 8:00am to 4:00pm EST M-F, to address any customer service or other issues related to this Contract. Vendor shall list its Point Of Contact and his or her contact information below.

Point of Contact: James Stewart

Telephone Number: Office: 681-245-6025

Cell: 304-941-4272

Fax Number: 800-650-1703

Email Address: james.stewart@pomeroy.com

11.2 Explanation of Award: Agency will Evaluate the bids received based on the Grand Total Bid Price. A Contract will be awarded to the Vendor that provides the Contract Items that meets or exceeds the required specifications contained herein, for the lowest overall Grand Total Bid Price.

Payment to the Vendor will be made in arrears after delivery and 100% of acceptance of Contract Items by the Agency.

Please Complete:
Vendor Business Name: Pomeroy IT Solutions

Vendor Address: 500 Westmoreland Office Park Dunbar, WV 250

Remit to Address: Same as above

REQUEST FOR QUOTATION
CRFQ 0506 WEH170000002
NETWORK SWITCHES with FIVE (5) YEAR EXTENDED SERVICE AGREEMENT

Vendor Telephone Number: 681-245-6025

Vendor Fax Number: 800-650-1703

Vendor Email: james.stewart@pomeroy.com

Vendor Authorized Representative: James Stewart

Vendor Authorized Representative Signature: ^(Please Print) James Stewart

Date: 09-29-16

EXHIBIT_A PRICING PAGE

NETWORK SWITCHES with FIVE (5) YEAR EXTENDED SERVICE AGREEMENT

Description/Equipment	Quantity	Cost Per Unit	Total Cost
1. SECTION 3.1.1 Must be Extreme Networks X440-G2 series 48 Port POE Switch, Manufacturer Part Number 16535 or equal including a Five (5) year extended service agreement.	11 Each	\$2,726. ⁰⁰	\$29,986. ⁰⁰
2. SECTION 3.1.2 Must be Extreme Networks X440-G2 series 24 Port POE Switch, Manufacturer Part Number 16533 or equal including a Five (5) year extended service agreement.	1 Each	\$1,743. ⁰⁰	\$1,743. ⁰⁰
3. SECTION 3.1.3 Must be Extreme Networks SFP (mini-GBIC) transceiver module, Ethernet 1000Base-SX LC Multimode, Manufacturer Part Number 10051H or equal.	6 Each	\$175. ⁰⁰	\$1,050. ⁰⁰
4. SECTION 3.1.4 AC Power Cord	12 Each	\$0	\$0
Grand Total Cost			\$32,779.⁰⁰

Evaluation and Award Criteria: Contract shall be awarded to the Vendor that provides the contract items and services meeting the required specifications for the lowest Grand Total.

Pomeroy IT Solutions
Vendor Name (Printed)

- Same as below -
Purchase Order Address

500 Westmoreland Office Park Dunbar, WV 25064
Vendor Remit-To Address:

James Stewart
Vendor Authorized Representative (Printed)

[Signature] 09-29-16
Signature Date

681-245-6025
Telephone

800-650-1703
Fax

james.stewart@pomeroy.
E-mail

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: [Signature] Date: 09-29-16

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29th day of September, 2016

My Commission expires October 26, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)

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: Pomroy IT Solutions

Signed: [Signature]

Title: TSE

Date: 09-29-16