



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

Request for Quotation

RFQ NUMBER
LAN10

PAGE
1

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

*423132115 304-746-4434
 POMEROY IT SOLUTIONS INC
 4013 WASHINGTON STREET WEST
 CHARLESTON WV 25313

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/27/2010	Net 30	Best Ground	Destination	Included

BID OPENING DATE: 11/18/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING PROPOSALS FOR STATEWIDE CONTRACT(S) FOR LOCAL AREA NETWORK SOFTWARE HARDWARE AND SERVICE.</p> <p>***** INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, NOVEMBER 9, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.4115 EMAIL: JO.A.ADKINS@WV.GOV</p>						
0001	1	EA		205-43		
LOCAL AREA NETWORK HARDWARE, SOFTWARE AND SERVICE						

RECEIVED
 2010 NOV 18 AM 11:48
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael A. Fanni</i>	304-746-4434 x5759	11-17-10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
TSE	61-1352158		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

IMMEDIATE DELIVERY IN EMERGENCIES AND CONDITIONS UNFORESEEN

SIGNATURE	TELEPHONE	DATE
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<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 888-273-6980 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Mike Ferrari ----- ***** THIS IS THE END OF RFQ LAN10 ***** TOTAL: _____						

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POMEROY

infrastructure. optimized.™

November 17, 2010
State of West Virginia
Dept. of Administration
Purchasing Division
2019 Washington St. East
Charleston WV 25305-0130

Dear Jo Ann,

Pomeroy is pleased to submit their response to the LAN10 RFQ. This RFQ includes procurement, installation and support of Cisco and Enterasys LAN equipment.

Founded in 1982, Pomeroy IT Solutions began as a retail store providing personal computers and software to our customers. Located in downtown Cincinnati, Ohio, we made our start with only 20 employees. The company expanded and began to focus on business to business IT solutions, and in April 1992 we successfully completed an Initial Public Offering. In the years following the IPO, Pomeroy acquired over twenty different companies to expand our portfolio of services and our team has grown to more than 2,000 people serving customers via 20 regional offices nationwide.

Pomeroy's U.S. Headquarters is located in Hebron, Kentucky, a suburb of Cincinnati, Ohio, and our three-building campus provides the backbone for most of Pomeroy's operations including sales, operations, human resources, and financial functions. Our 170,000 square foot distribution center is ISO 9001:2000 certified and our Global Service Center is available for our clients and their customers 24/7/365.

Pomeroy's goal is to be the leader in designing, implementing, and supporting smart technology based solutions through commitment to our customers and employees. We are proud of our extensive industry knowledge as it gives us the ability to create custom solutions to solve our clients' information technology challenges. Pomeroy is small enough to provide flexibility, but large enough to be scalable to projects of any size.

Pomeroy's capabilities as an end-to-end services and technology provider set us apart as a unique, one-stop alternative. We service Fortune 1000 companies, government and mid-market clients. We help our clients realize their business goals and objectives by using information technology to simplify complexities, increase productivity, reduce costs and improve profitability.

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

Sincerely,

Michael Ferrari
TSE
(304) 746-4434 Ext. 5759
michael.ferrari@pomeroy.com

RFQ LAN10
FOR STATEWIDE CONTRACT FOR
LOCAL AREA NETWORK HARDWARE, SOFTWARE, AND SERVICES

1. PURPOSE

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Office of Technology, hereinafter referred to as "WVOT", to establish a statewide contract for the procurement, installation, and support of local area network (LAN) equipment.

The State of West Virginia currently has an installed base of Cisco and Enterasys switches, gateways, concentrators, and routers for the agencies' LAN environments. In addition, **the State of West Virginia has Cisco as its standard for wide area network (WAN) routers.** The distinction between the LAN and WAN environments is the difference between edge devices and core networking equipment. **Any device that connects an agency's network to the State's backbone or a WAN, using for example frame relay, ATM, fiber or leased lines, MUST be a Cisco product per the State's standard.**

With this in mind, the statewide contract resulting from this request will address only the State's networking needs for the procurement of equipment related to local area networks (LAN) infrastructure. Several agencies have agency-specific standards by manufacturer, i.e., their LAN network is made up of either Cisco equipment or Enterasys equipment that have been approved by the WVOT. In these instances, those agencies may specify their agency standard. **If an agency does not have an agency standard approved by WVOT, they will accept bids from either manufacturer.**

This contract will not be used for the purchase of IP telephony equipment.

2. GENERAL REQUIREMENTS

Throughout this section, **VENDOR** refers to the contracting company and **MANUFACTURER** is the company who actually manufactures the equipment. Due to the differences in the Manufacturers' service offerings, Vendors bidding Cisco equipment **MUST** respond to 2.1 while Vendors bidding Enterasys equipment **MUST** respond to 2.2.

2.1 Cisco Equipment

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

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

- 2.1.3 The Vendor is solely responsible for all work performed under the contract and SHALL assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State SHALL consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.
- 2.1.4 The Vendor MUST inform the Contract Administrator, on a timely basis of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions.
- 2.1.5 The Vendor MUST accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this contract. Vendor MUST also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.
- 2.1.6 The Vendor MUST provide the Contract Administrator with usage reports including a summary of all equipment (regardless of dollar amount) sold under this contract including agency name, manufacturer, model/part number, WV-39 number, date received, install date, and total amount. These reports MUST be provided electronically.
- 2.1.7 The Vendor MUST provide their escalation procedures for problem resolution including time frames, contact names and phone numbers. This should be included with the Vendor's bid response.
- 2.1.8 The Vendor SHALL have on staff two (2) manufacturer certified technicians for the products they are authorized to sell under this contract, each with a minimum of one-year experience, for the term of this contract. These certifications MUST be kept current, based on industry standards. Vendor SHALL provide copies of certifications and verification of experience with their response to this RFQ, for the staff who meet the requirements for the above services. If either of the two required technicians leaves the Vendor's employment, the Vendor SHALL be required to obtain a replacement within 30 days. The Vendor SHALL provide the replacement certifications to the Contract Administrator. Until a replacement is employed, the Vendor may not be permitted to bid on procurements under this contract.
- 2.2 ENTERASYS EQUIPMENT
- 2.2.1 For a Vendor to be eligible to qualify for an award, the Vendor MUST meet all of the requirements listed below. Successful Vendors will be qualified to submit bids for specific procurements during the life of the contract.
- 2.2.2 Any Vendor submitting bids SHALL be authorized to sell Enterasys equipment covered under this contract. The Vendor MUST provide collaborating evidence that he is authorized by the manufacturer to sell his equipment.

- 2.2.3 Any Vendor submitting bids for Enterasys equipment **MUST** be authorized to sell maintenance for the Enterasys equipment. The Vendor **MUST** provide a letter from Enterasys confirming this authorization.
- 2.2.4 The Vendor is solely responsible for all work performed under the contract and **SHALL** assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State **SHALL** consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for the payment of all subcontractors.
- 2.2.5 The Vendor **MUST** inform the Contract Administrator, on a timely basis of new or planned offerings, discontinuance of products, and any other information that will help the State make more informed decisions.
- 2.2.6 The Vendor **MUST** accept the State of West Virginia Purchasing Card for payment by all authorized State agencies for purchases against this contract. Vendor **MUST** also have the ability to accept orders by e-mail, mail, telephone, facsimile, or in paper form.
- 2.2.7 The Vendor **MUST** provide the Contract Administrator with usage reports including a summary of all equipment (regardless of dollar amount) sold under this contract including agency name, manufacturer, model/part number, WV-39 number, date received, install date, and total amount. These reports **MUST** be provided electronically.
- 2.2.8 The Vendor **Must** provide their escalation procedures for problem resolution including time frames, contact names and phone numbers. This should be included with the Vendor's bid response.
- 2.2.9 The Vendor **SHALL** provide a letter from Enterasys stating: 1) the manufacturer's requirements that their subcontractor **MUST** provide warranty support for all of their equipment sold under this contract; 2) who will be providing the manufacturer's warranty support for the State of West Virginia; 3) the standard warranty and response times for the manufacturer's equipment; and 4) a description of how warranty service will be provided within the response times mandated by the agencies.

2.3 EXPERIENCE AND REFERENCE REQUIREMENTS

- 2.3.1 The Vendor's company **SHALL** have been in sales and service of the products types they are bidding for a minimum of five (5) years at the time of the bid opening. The Vendor **SHALL** submit documentation supporting how the company meets this requirement.
- 2.3.2 All vendors **SHALL** also provide three client references who have procured this type of equipment from the vendor. The reference information required is name, title, company, mailing address, telephone number, and e-mail address. At least one reference should be from within West Virginia.

2.4 SUPPORT REQUIREMENTS

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

2.5 WARRANTY REQUIREMENTS

- 2.5.1 Warranty work SHALL be performed by a technician authorized by the manufacturer to service the equipment. During the term of the contract, a copy of the technician's certifications SHALL be made available upon request of the State.
- 2.5.2 If the agency specifies a particular warranty type and response time, if the Vendor responds, he is agreeing to meet the warranty provisions required in the agency's specifications.
- 2.5.3 If the agency specifies a particular warranty type and response time, the warranty SHALL apply to all equipment on the agency's bid request unless otherwise noted.
- 2.5.4 If the agency does not specifically address warranty coverage in its bid document, the Vendor SHALL, at a minimum, provide the manufacturer's mail-in warranty that includes parts and labor, at no cost to the State. Warranty SHALL cover all shipping costs to the manufacturer's designated repair depot, and for the equipment's return.
- 2.5.5 The Vendor is responsible for registering the equipment with the manufacturer for standards warranty and extended warranty coverage if specified in the agency specifications.
- 2.5.6 If the agency specifies on-site warranty, and the Vendor responds positively to the bid, the Vendor SHALL "fix" the equipment on-site. If the equipment is not repaired within eight (8) business hours, the Vendor SHALL supply a "loaner" of equal to or better than, speed and capacity, unless declined by the agency. Loaner equipment will be available to the agency to use until the original equipment is returned and working to the satisfaction of the agency. This loaner requirement applies to the switch, and any other major components. The Vendor will supply the switch, but the agency will be required to load any software over and beyond the software installed on the machine as originally purchased. The agency may request the Vendor to load additional software at their billable hourly rate.
- 2.5.7 If the equipment is mission critical, this requirement will be noted in the agency's bid specifications. A loaner SHALL be provided within 4 business hours to the agency until the hardware is repaired and meets the agency's satisfaction. The Vendor will be required to assist the agency in removing the software and data from the mission critical machine and loading the software and data on the loaner

so that the machine can be up and running within 4 business hours, at no cost to the agency.

- 2.5.8 When a warranty call is made to the Vendor, the Vendor, after hearing the problem description by the agency, will try to work with the agency to resolve the problem over the phone. At their discretion, the agency can require the Vendor to come on-site to resolve the problem when the equipment has been purchased under an on-site warranty.
- 2.5.9 When the Vendor is required to come on-site, if the problem is determined to be a problem not related to the hardware and software supplied by that Vendor, they may bill the agency at their billable hourly rate for the time spent driving one-way to the user site and the time spent on-site. In the instance, the agency SHALL be notified of the error and the Vendor's intent to bill for the call. If the agency disagrees with the cause, both the agency and the Vendor will document the situation and submit it to WVOT for review and resolution.
- 2.5.10 Upon completion of any warranty call, the Vendor SHALL provide the agency with a signed service report that includes, at a minimum, the date, a general statement of the problem, the serial number of the problem equipment, the action taken, any materials or parts replaced, the name of the technician who performed the repair, and the number of hours required to complete the repairs. There should also be a place for the agency to sign confirming that the warranty work was performed.

2.6 PURCHASING PROCEDURES

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

- 2.6.1 The agency identifies a need and provides specifications to the LAN10 Contract Administrator.
- 2.6.2 The LAN10 Contract Administrator reviews the specifications and if acceptable, puts the specifications out on the Bulletin Board.
- 2.6.3 Any questions regarding the specifications MUST be submitted to the LAN10 Contract Administrator at least one working day prior to bid opening. The inquiry will be investigated and a determination will be made if clarifications or changes are required to the specifications and an addendum to the bid document is required.
- 2.6.4 The Vendor MUST respond by the response date and time specified on the bid. Any bids received after the stated response time will be disqualified.
- 2.6.5 The Vendor MUST meet all the agency's requirements in order to be considered for award. By responding to the bid, the Vendor is guaranteeing that they meet or exceed the requirements of the bid.
- 2.6.6 The Vendor MUST itemize each bid showing a) the manufacturer and manufacturer's model/part number; b) the unit cost; and c) the extended cost.

- 2.6.7 The Vendor MUST total his bid. In the instance where an error is made in the Vendor's math, the unit price SHALL prevail.
- 2.6.8 All Vendor quotes MUST be F.O.B. Destination with inside delivery.
- 2.6.9 All Vendor bids MUST be valid for a minimum of ninety (90) calendar days.
- 2.6.10 The costs quoted MUST match the invoice to insure timely payment.
- 2.6.11 The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFQ, pursuant to West Virginia State Code, Section §5A-3-19.

2.7 BID FORMAT

All vendors who meet all of the mandatory requirements of this RFQ will qualify to participate in this statewide LAN10 contract. The bid format should be as follows:

- 2.7.1 Title Page – This page should be a letter from the vendor stating the RFQ subject and number, the name of the vendor, the vendor's business address, telephone number, name of authorized contact person to speak on behalf of the vendor, and e-mail address of that contract person, and confirming that the vendor meets all mandatory requirements of the bid.
- 2.7.2 General Requirements for Cisco vendors – Cisco vendors must provide a) a letter from Cisco collaborating that the vendor is authorized to sell and service the equipment (2.1.2), escalation procedures for problem resolution (2.1.7); and c) evidence that the two technicians are certified to service the equipment and that they have one year of experience in the field.
- 2.7.3 General Requirements for Enterasys vendors – Enterasys vendors must provide a) a letter from Enterasys collaborating that the vendor is authorized to sell the equipment and the support (2.2.2 and 2.2.3), b) escalation procedures for problem resolution (2.2.8); and c) a letter from Enterasys explaining the warranty service to be provided (2.2.9).
- 2.7.4 Experience and References Requirements – The vendor should provide a) documentation supporting how long the company has been in business and how long they have been selling this type of equipment, and b) the required contact information for their three references.

2. GENERAL REQUIREMENTS

- 2.1.1 Pomeroy meets all of the requirements of section 2.1.
- 2.1.2 Pomeroy has attached our documentation that we are authorized by Cisco to sell and service their equipment.
- 2.1.3 Pomeroy will be the sole prime contractor for the term of this contract and will receive prior written consent from the State before utilizing any subcontractors.
- 2.1.4 Pomeroy agrees and will comply with this requirement.
- 2.1.5 Pomeroy agrees and will comply with this requirement.
- 2.1.6 Pomeroy agrees and will comply with this requirement.
- 2.1.7 Pomeroy will have the following escalation procedure in place for the term of this contract:
All escalation will commence by contacting our technical support helpdesk at 1-800-227-8798 Ext 130. The helpdesk will assist and troubleshoot the problem and attempt to solve the problem over the phone. In the event that it cannot be resolved via the phone, the helpdesk will then contact the Cisco TAC center for further escalation.
- 2.1.8 Pomeroy has attached our certifications showing that we have two Cisco certified technicians on staff. Pomeroy agrees to keep these certifications current and will notify the Contract Administrator of any replacements.
- 2.2.1 Pomeroy meets all of the requirements of section 2.2.
- 2.2.2 Pomeroy has attached our documentation that we are authorized by Enterasys to sell their equipment.
- 2.2.3 Pomeroy has attached our documentation that we are authorized by Enterasys to sell maintenance on their equipment.
- 2.2.4 Pomeroy will be the sole prime contractor for the term of this contract and will receive prior written consent from the State before utilizing any subcontractors.
- 2.2.5 Pomeroy agrees and will comply with this requirement.
- 2.2.6 Pomeroy agrees and will comply with this requirement.
- 2.2.7 Pomeroy agrees and will comply with this requirement.
- 2.2.8 Pomeroy has attached the escalation procedure from Enterasys.
- 2.2.9 Pomeroy has attached the necessary letters from Enterasys to meet this requirement.
- 2.3.1 Pomeroy has been in business and providing sales and service of these products for 26 years, of which 10 years operating offices in the State of West Virginia. Pomeroy has been providing these products to State agencies during that period.
- 2.3.2 Pomeroy has attached our references to meet this requirement.
- 2.4.1 Pomeroy has in place a toll-free technical support helpdesk that is staffed for eight consecutive hours each business day. All State agencies may utilize this helpdesk for support as needed. In addition, Pomeroy also has a staffed after hours helpdesk to assist all clients during non-business times.
- 2.5.1 Pomeroy agrees and will comply with this requirement.
- 2.5.2 Pomeroy agrees and will comply with this requirement.
- 2.5.3 Pomeroy agrees and will comply with this requirement.
- 2.5.4 Pomeroy agrees and will comply with this requirement.
- 2.5.5 Pomeroy agrees and will comply with this requirement.
- 2.5.6 Pomeroy agrees and will comply with this requirement.
- 2.5.7 Pomeroy agrees and will comply with this requirement.
- 2.5.8 Pomeroy agrees and will comply with this requirement.
- 2.5.9 Pomeroy agrees and will comply with this requirement.
- 2.5.10 Pomeroy agrees and will comply with this requirement.



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

August 21, 2007

To Whom It May Concern:

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

Sincerely,

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



August 2007

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

Re: Enterasys Authorized Partner

To Whom It May Concern:

Pomeroy IT Solutions is an Authorized Partner in good standing with Enterasys Networks, Inc. Further, Pomeroy IT Solutions is authorized to sell Enterasys Networks maintenance, services, and professional services portfolio to any State and Local entity within the State of West Virginia.

Please accept this as a fully executed Letter of Authorization for your purposes.

Regards,

A handwritten signature in black ink, appearing to read 'Richard Barlow', written in a cursive style.

Richard Barlow

Channel Operations Manager

Enterasys Networks



August 2007

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

Re: Enterasys Authorized Partner

To Whom It May Concern:

Pomeroy IT Solutions is an Authorized Partner in good standing with Enterasys Networks, Inc. Further, Pomeroy IT Solutions is authorized to sell the entire Enterasys Networks hardware and software portfolio to any State and Local entity within the State of West Virginia.

Please accept this as a fully executed Letter of Authorization for your purposes.

Regards,

A handwritten signature in black ink, appearing to read 'Richard Barlow', written in a cursive style.

Richard Barlow

Channel Operations Manager

Enterasys Networks



August 27, 2007

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

Re: LAN07 - Section 2.2.9 Authorization Letter

To Whom It May Concern:

Enterasys Networks provides our customers with a complete of suite of maintenance options ranging from standard 8X5 phone support with next day advance replacement to 4 hour response that can provide engineering support as well as replacement product. As stated in the RFQ, it will be incumbent on the requesting Agency to specify and procure the appropriate level of desired response at the time of purchase.

Enterasys provides all aspects of support via our own employees, and, in some cases, third party service organizations. Enterasys resellers do not directly participate in the execution of our warranty service programs or service level response programs. However, our resellers will be responsible for initiating warranty claims on any equipment determined to be non-functional upon initial receipt.

The standard warranty and response times for our various products are detailed in the response matrix.

Product Line	Warranty
X-Pedition	One (1) Year *
Matrix I-Series	<u>Limited Lifetime Warranty</u> <u>Warranty Registration</u>
Matrix N-Series, E-Series and C1	One (1) Year *
Matrix X	One (1) Year *



Matrix V-Series	<u>Limited Lifetime Warranty</u> <u>Warranty Registration</u>
SecureStack A2, B2 and C2	<u>Limited Lifetime Warranty</u> <u>Warranty Registration</u>
Vertical Horizon	Three (3) Years *
RoamAbout	Wireless Switches and Client Adapters: One (1) Year * Access Points: Three (3) Years *
NetSight	Ninety (90) Days
Dragon	Hardware: One (1) Year * Software: 90 days +
<p>Notes:</p> <p>* Applicable to hardware warranties.</p> <ol style="list-style-type: none"> Parts Exchange within 30 days of shipment for one year warranty and within 90 days of shipment for a three year warranty, followed by Return to Factory Repair on a commercially-reasonable efforts basis for the duration of the warranty period. TAC phone support limited to specific product defect confirmation from 8:00 AM - 5:00 PM at the customer's local time. Web support from the <u>Enterasys public website</u>. Firmware patch releases when available, at the discretion of the Enterasys TAC. <p>+ Applicable to software warranties.</p> <ol style="list-style-type: none"> Software warranties are ninety (90) days and cover defects in media only. 	

Service and response description:

- **SupportNet**—The cornerstone offering of the portfolio features the core technical services required to support all your hardware products effectively. Services include telephone and web support, firmware upgrades, and next-business-day parts delivery.
- **SupportNet Premium**—Building on the comprehensive support offered with SupportNet, SupportNet Premium provides faster response options for replacement parts: 2-hour or 4-hour around-the-clock delivery.

State of West Virginia Department of Administration

2.2 Enterasys Equipment

- 2.2.1 Enterasys has read, understood and complies.
- 2.2.2 Enterasys has read, understood and complies.
Please see the Letter of Authorization attached separately.
- 2.2.3 Enterasys has read, understood and complies.
Please see the Letter of Authorization attached separately.
- 2.2.4 Enterasys has read, understood and complies.
- 2.2.5 Enterasys has read, understood and complies.
- 2.2.6 Enterasys has read, understood and complies.
- 2.2.7 Enterasys has read, understood and complies.
- 2.2.8 Enterasys has read, understood and complies.

All escalation will commence by contacting Enterasys Networks' Global Technical Assistance Center (GTAC) for direct, high-touch access to GTAC personnel. Through our Automated Call Distribution (ACD) system, the customer or partner is connected directly to GTAC Engineers and Technical Teams who are responsible for supporting specific product lines 24x7x365.

The State of West Virginia and its State and Local agencies will use the (800) 872 – 8440 or (978) 684-1000 support number for escalation.

Escalation Procedure

Enterasys offers priority setting of problems and escalation management to customers with current service contracts. This ensures that the appropriate resources within Enterasys Networks are utilized to resolve outstanding technical problems as efficiently as possible.

Priority Management

When you contact Enterasys Global Technical Assistance Center (GTAC), a technical support engineer will work with you to assign a mutually agreeable priority level to your problem that will be reflected in the support case opened on your behalf.

The support case priority levels and definitions are as follows:

State of West Virginia Department of Administration

C1

Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available.

- Phone Support Technician notifies Technical Support Engineer immediately
- Technical Support Engineer engaged on call after 2 hours
- Development Engineering engaged after 4 hours until resolutions or workaround provided.
- Generally Available firmware provided within 90 days.

C2

Customer's network is experiencing intermittent failure or degradation of network or management application.

- Phone Support Technician notifies Technical Support Engineer after 1 day
- Technical Support Engineer engaged after 3 days
- Development Engineering engaged after 8 days.
- Workaround or internal code provided within 14 days.
- Generally Available firmware provided within 90 days.

C3

Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.

- Phone Support Technician notifies Technical Support Engineer after 3 days
- Technical Support Engineer engaged after 8 days
- Development Engineering engaged after 15 days.
- Workaround or internal code provided within 30 days.
- Generally Available firmware provided within 90 days.

Escalation Management Response Times

Our systematic escalation process is intended to notify and brief various levels of management throughout the life cycle of the technical issue. Escalation timeframe's are measured on a 24x7x365 basis

Telephone Contact

State of West Virginia Department of Administration

Enterasys offers telephone support in many languages, 24 hours a day, 365 days a year. Service Contract customers are provided with toll-free contact telephone numbers in their contract information package. Non-contract customers will be provided service on a fee-per-incident basis, when calling one of our local contact numbers. For a complete list of local contact numbers and regional-specific information, click on your region on the map below.

Should you be interested in learning more about contracted services, under the Enterasys Services portfolio, please visit <http://www.enterasys.com/services/>, and/or contact your local Enterasys sales representative for more information.

Field Service

The Enterasys Global Technical Assistance Center (GTAC) is the primary point of contact for scheduling field service. Once an Enterasys GTAC Engineer determines that field service is necessary, a Field Engineer will be dispatched in accordance with the level of service purchased by the customer. Please note that, depending on level of contract or non-contract service, the field service call may be billable.

- 2.2.9 Enterasys has read, understood and complies.
Please see the Letter of Authorization attached separately.

2.3 Experience and Reference Requirements

- 2.3.1 Enterasys has read, understood and complies.

Enterasys originated as part of the highly successful company known as Cabletron Systems, which was founded in 1983 to provide custom cabling and electronics to enterprise customers. Built upon strong engineering principles, Cabletron Systems helped develop the networking industry with the continual introduction of new technologies. Cabletron Systems became an innovative developer, manufacturer, installer and supporter of standards-based Ethernet, Fast Ethernet, Gigabit Ethernet, Token Ring, Fiber Distributed Data Interface (FDDI), Asynchronous Transfer Mode (ATM) and Wide Area Networks (WAN) networking solutions. As the enterprise market matured, Cabletron System's product family matured as well.

Enterasys was formed in March 2000 specifically to seize enterprise market opportunities and to better serve its customers. Enterasys was officially spun up into the parent company, Cabletron, on August 6th, 2001, and began trading under the symbol of ETS on the New York Stock Exchange.

State of West Virginia Department of Administration

On March 1, 2006, Enterasys became a private company owned by an investor group led by The Gores Group, LLC and Tennenbaum Capital Partners, LLC. This is a significant milestone in the history of the Company and one that positions Enterasys for success. Our industry-leading Secure Networks capabilities are what made Enterasys a highly attractive investment for Gores and Tennenbaum. With the new partnership, Enterasys plans on continuing to develop innovative new products, solutions and services, and bring the unique business benefits of Secure Networks to more enterprise customers worldwide in order to fulfill our potential. Some of the many benefits of our new, private ownership include:

- Strong financial backing
- The ability to pursue opportunities not available to us as a public company
- The ability to take a leadership role in potential industry consolidation

Today, Enterasys is the perfect sized company in that we are big enough to meet our customers' needs now and in the future, yet small enough to have a personal relationship with them. We encourage direct access to our talented developers and experienced executives.

As a renowned technology leader with more than 20 years of experience and over 600 patents, Enterasys has provided Secure Networks to some of the world's most successful companies, including many of the Fortune 500. Enterasys has thousands of active clients in more than 70 countries around the world.

How we measure our success is through our customers' satisfaction. By delivering on our promises on-time and on-budget, we earn the right to your business by putting the words "*There is nothing more important than our customers*" into action every day.

2.3.2 Enterasys has read, understood and complies.

Enterasys references include the following:

1. Brad Young
Chief Technology Officer
Charleston Area Medical Center
511 Brooks Street
P. O. Box 1547
Charleston, WV 25326
(304) 388-7901
Brad.Young@camc.org

State of West Virginia Department of Administration

2. Frank Hervert
Reed Smith
Director
435 Sixth Avenue
Pittsburgh, PA 15219
(412) 288-3887
Fhervert@Reedsmith.com

3. Mr. Robert Panichi
CIO
Ohio Valley Medical Center
2000 Eoff Street
Wheeling, WV 26003
bob@ovrh.org

2.4 Support Requirements

2.4.1 Enterasys has read, understood and complies.

Enterasys Networks' Global Technical Assistance Center (GTAC) provides customers and partners with direct, high-touch access to GTAC personnel, as opposed to a one-hour call back, or call-coordinator strategy used by many other vendors in the networking marketplace. Through our Automated Call Distribution (ACD) system, the customer or partner is connected directly to GTAC Engineers and Technical Teams who are responsible for supporting specific product lines 24x7x365.

The State of West Virginia and its State and Local agencies will use the (800) 872 – 8440 or (978) 684-1000 support number(s) for escalation.

2.5 Warranty Requirements

2.5.1 Enterasys has read, understood and complies.

All warranty-related work will be performed by an authorized Enterasys certified technician. Enterasys will provide a copy of certifications to the State of West Virginia upon request.

2.5.2 Enterasys has read, understood and complies.

2.5.3 Enterasys has read, understood and complies.

2.5.4 Enterasys has read, understood and complies.

State of West Virginia Department of Administration

2.5.5 Enterasys has read, understood and complies.

2.5.6 Enterasys has read, understood and complies.

Enterasys will recommend an appropriate level of onsite warranty via our SupportNet Onsite Premium maintenance program, which will entitle an agency to receive priority access to an Enterasys onsite engineer and new part within 2-hour or 4-hour, around-the-clock.

2.5.7 Enterasys has read, understood and complies.

Enterasys will propose as part of the initial bid specification an appropriate level of maintenance, to extend the base warranty, to ensure that any faulty parts are repaired within the four hour timeframe.

2.5.8 Enterasys has read, understood and complies.

Enterasys' Priority and Escalation Management procedures must be followed to with any Agency to determine the proper course of action.

2.5.9 Enterasys has read, understood and complies.

2.5.10 Enterasys has read, understood and complies.



- **SupportNet Onsite**—If you don't have the in-house resources to match your maintenance requirements, SupportNet Onsite brings Enterasys-certified engineers to your site, in addition to providing the other services included in SupportNet.
- **SupportNet Onsite Premium**—Delivering the same comprehensive level of engineering expertise to your premises as SupportNet Onsite, SupportNet Onsite Premium offers faster response options: 2-hour or 4-hour around-the-clock delivery.
- **SupportNet Software Application Service**—Maintain the best performance from your Enterasys software, such as NetSight® management, Dragon® intrusion and network defense, and Enterasys Sentinel™ proactive protection solution. Includes all maintenance releases plus minor and major product upgrades, 24x7 technical phone support, and web access to the latest technical information.
- **SupportNet Technical Access**—Recommended for customers who already have ample on-site technical resources, including staff and replacement inventory, this level of service provides telephone and web support, return-to-factory repair service, and firmware upgrades.

Below is our escalation procedure that details how warranty service will be provided and how we meet our response Service level commitments:

GTAC Priority and Escalation Management

Enterasys offers priority setting of problems and escalation management to customers with current service contracts. This ensures that the appropriate resources within Enterasys Networks are utilized to resolve outstanding technical problems as efficiently as possible.

Priority Management

When you contact Enterasys Global Technical Assistance Center (GTAC), a technical support engineer will work with you to assign a mutually agreeable priority level to your problem that will be reflected in the support case opened on your behalf.

The support case priority levels and definitions are as follows:

C1

Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available.

- Phone Support Technician notifies Technical Support Engineer immediately
- Technical Support Engineer engaged on call after 2 hours
- Development Engineering engaged after 4 hours until resolutions or workaround provided.



- Generally Available firmware provided within 90 days.

C2

Customer's network is experiencing intermittent failure or degradation of network or management application.

- Phone Support Technician notifies Technical Support Engineer after 1 day
- Technical Support Engineer engaged after 3 days
- Development Engineering engaged after 8 days.
- Workaround or internal code provided within 14 days.
- Generally Available firmware provided within 90 days.

C3

Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.

- Phone Support Technician notifies Technical Support Engineer after 3 days
- Technical Support Engineer engaged after 8 days
- Development Engineering engaged after 15 days.
- Workaround or internal code provided within 30 days.
- Generally Available firmware provided within 90 days.

Escalation Management Response Times

Our systematic escalation process is intended to notify and brief various levels of management throughout the life cycle of the technical issue. Escalation timeframe's are measured on a 24x7x365 basis.

Regards,

Richard Barlow

Channel Operations

Enterasys Networks



Cisco Career Certifications

Dale E. Brown

HAS SUCCESSFULLY COMPLETED THE CISCO CAREER CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

Cisco Certified Design Associate



VALID THROUGH October 7, 2012
CISCO ID NO. CSC011091839

Validate this certificate's authenticity at
www.cisco.com/go/verify/certificate
Certificate Verification No. 400974168962BRDH

John J. Chambers

John Chambers
Chairman and CEO
Cisco Systems, Inc.

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Credential Verification Report

Brian Jeffrey - CSC010037679

This Publish Credential Verification Report for mferrari@pomeroy.com, prepared on 11/18/2010, is available for viewing until 12/02/2010.

Candidate Information

Name **Brian Jeffrey**
 Mailing Address **4013 Washington St W**
 City **Charleston**
 State/Province **West Virginia**
 Postal Code **25313**
 Country **UNITED STATES**
 Primary Email Address **bjeffrey@pomeroy.com**

Personal Note From Candidate

Mike,

Here are my certifications as requested. Please let me know if you need anything further. Thanks.

Brian

Credentials

General Certifications

Associate

CCNA

*Certified
Manually Certified
Recertified
Recertified*

Status

Certified

Expires

Certified

9/27/99

10/30/12

CCNA Voice

Certified

10/30/09

10/30/12

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References

WV Dept of Education
Wes Holland
1900 Kanawha Blvd E
Charleston WV 25305
(304) 558-3538

Montgomery College
Patrick Johnson
900 Hungerford Dr
Rockville MD 20850
(301) 279-5288

WV Office of Technology
John Dunlap
1900 Kanawha Blvd E
Charleston WV 25305
(304) 957-8145

RFQ No. LAN10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Pomeroy

Authorized Signature: Michael A. Lusan Date: 11-18-10

State of West Virginia

County of Kanawha, to-wit:

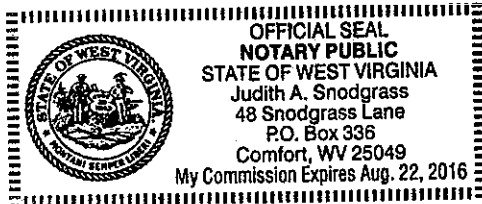
Taken, subscribed, and sworn to before me this 18 day of Nov, 2010.

My Commission expires Aug 22, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

Judith A. Snodgrass



State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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 Signed: Muhala Tunani

Date: 11-17-10 Title: TSE

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