



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

Solicitation

NUMBER
ISCN0038

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

*423132115 304-746-4434
 POMEROY IT SOLUTIONS INC
 500 WESTMORELAND BUSINESS PK

 DUNBAR WV 25064

SHIP TO

DEPARTMENT OF ADMINISTRATION
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
03/06/2013

BID OPENING DATE: 04/16/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-43	<u>\$ 206,082.22</u>	<u>\$ 206,082.22</u>
PERIPHERAL DEVICES AND ACCESSORIES, COMPUTER SYSTEM						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH NETWORK INFRASTRUCTURE EQUIPMENT FOR WEST VIRGINIA UNIVERSITY (WVU) LOCATED IN MORGANTOWN, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ ISCN0038 ***** TOTAL:						<u>\$ 206,082.22</u>
04/16/13 11:30:56 AM 'West Virginia Purchasing Division						

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-746-4434	DATE 4/16/2013
TITLE Spkes Exec	FEIN 61-1352158	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: Krista Ferrell
 SOLICITATION NO.: JSEN0038
 BID OPENING DATE: 4/16/2013
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: 304-746-4139

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

April 16, 2013 at 1:30 PM EST

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

Other: See attached.

[] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

[] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Pomeroy
(Company)

David Chambers
(Authorized Signature)

David Chambers Sales Exec.
(Representative Name, Title)

X5756
301-746-4434 301-746-4439
(Phone Number) (Fax Number)

4/16/2013
(Date)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Office of Technology to establish a contract for the one time purchase of WVU network infrastructure equipment needed to provide Broadband connectivity between Morgantown and Green Bank, and to provide low-latency switching between the Servers at the Observatory.

West Virginia University maintains network hardware in support of its campus locations in Morgantown, WV, Parkersburg, WV, Montgomery, WV, and Parkersburg, WV as well as various offices throughout each county in West Virginia. The main Internet and Internet2 connectivity is located at the main campus in Morgantown, WV. This connection serves as an aggregate point for various provider networks including WVNET, NETL, WVU Hospitals, and various other providers. The hardware currently used is a VSS pair of Cisco 6509-E switches. As part of the Broadband Technology Opportunities Program (BTOP), a new 10 GB fiber path has been installed between WVU in Morgantown, WV and the National Radio Astronomy Observatory (NRAO) in Green Bank, WV. This bid is to procure the routing and switching platforms needed to terminate the 10 Gbps circuit between these locations, and to provide low-latency switching between the servers at the Observatory. This connectivity will enable researchers at WVU to conduct world class research in astronomy, and analyze more than 130 terabytes of data collected by the Green Bank telescopes. In addition, this equipment will be used to update aging hardware, improve network security, and increase the overall network performance at WVU.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"BGP4"** stands for Border Gateway Protocol. BGP is the protocol which is used to make core routing decisions on the Internet; it involves a table of IP networks or "prefixes" which designate network reachability among autonomous systems (AS). BGP is a path vector protocol, or a variant of a Distance-vector routing protocol. The major enhancement in version 4 was support of Classless Inter-Domain Routing and use of route aggregation to decrease the size of routing tables.
 - 2.2 **"BTOP"** stands for the Broadband Technology Opportunities Program – a national program designed for expanding broadband access and adoption into communities across America.

- 2.13 “VSS” means virtual switching system.
- 2.14 “VPN” means Virtual Private Network. A VPN extends a private network and the resources contained in the network across public networks like the Internet. It enables a host computer to send and receive data across shared or public networks as if it were a private network with all the functionality, security and management policies of the private network
- 2.15 “WVNET” stands for West Virginia Network for Educational Computing.
- 2.16 “WVU” stands for West Virginia University.

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Vendor must provide standard manufacturer warranty on all equipment listed on the Pricing Page.
 - 3.1.2 The Router for WVU must be equipped with redundant power supplies, redundant RSP “or equal”, providing both fabric redundancy and software redundancy, and 80 Gbps modular line cards.
 - 3.1.3 The Router for WVU must have the capability to support 40 Gbps Ethernet and 100 Gbps Ethernet interfaces.
 - 3.1.4 The Router for WVU must provide distributed forwarding plane architecture, allowing the line cards to support independent forwarding.
 - 3.1.5 The Router for WVU must support IPv6, Layer 2 and Layer 3 VPN, Multiprotocol Label Switching (MPLS), Hierarchical QoS, MPLS Traffic Engineering Fast Reroute, Multi-chassis Link Aggregation, Integrated Routing and Bridging (IRB), Nonstop Forwarding, Nonstop Routing, BGP4, EIGRP and Smart Call Home.
 - 3.1.6 Network Equipment must be fully compatible and interoperable with the existing West Virginia University hardware and system architecture currently in place. Network Equipment components will be installed in existing rack space in order to improve performance and expand the capabilities of WVU connectivity. The existing system has reached its limits for connectivity and this upgrade will improve performance speeds,

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

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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.

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Pomeroy

Signed: [Signature]

Date: 4/16/2013

Title: Sales Exec.

RFQ No. _____

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

Authorized Signature: [Signature] Date: 4/16/2013

State of WV

County of Kanawha, to-wit:

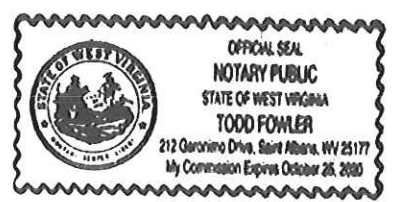
Taken, subscribed, and sworn to before me this 16 day of April, 2013

My Commission expires oct 26, 2020

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)



Bid Summary
WV Dept of Administration
Purchasing Division
Due on 4/16/2013 @ 1:30
ISCN0038

Qty	Part #	Description	Service Duration	Price	Ext. Price
1	ASR-9010-AC-V2	ASR 9010 AC Chassis with PEM Version 2	-	\$5,249.46	\$5,249.46
1	CON-SNTE-ASR901A	SMARTNET 8X5X4 ASR 9010 AC Chassis with PEM Version 2	60	\$2,704.14	\$2,704.14
1	XFP-10G-MM-SR	10GBASE-SR XFP Module	-	\$865.51	\$865.51
2	XFP-10GLR-OC192SR	Multirate XFP module for 10GBASE-LR and OC192 SR-1	-	\$1,735.36	\$3,470.72
1	A9K-IVRF-LIC	Infrastructure VRF LC License. Support up to 8 VRFs	-	\$4,338.39	\$4,338.39
1	CON-SNTE-A9KIVRFL	SMARTNET 8X5X4 Infrastructure VRF LC License	60	\$1,540.90	\$1,540.90
1	A9K-MPA-FILR	ASR 9000 MPA Slot Filler	-	\$0.00	\$0.00
6	A9K-LC-FILR	A9K Line Card Slot Filler	-	\$0.00	\$0.00
4	A9K-PEM-V2-FILR	ASR9K Power Entry Module Version 2 Filler	-	\$0.00	\$0.00
1	ASR-9010-4P-KIT	ASR-9010 4 Post Mounting Kit	-	\$0.00	\$0.00
2	ASR-9010-FAN	ASR-9010 Fan Tray	-	\$1,670.28	\$3,340.56
4	PWR-3KW-AC-V2	3KW AC Power Module Version 2	-	\$1,214.75	\$4,859.00
4	PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA)	-	\$0.00	\$0.00
2	A9K-RSP440-TR	ASR9K Route Switch Processor with 440G/slot Fabric and 6GB	-	\$20,824.30	\$41,648.59
2	CON-SNTE-A9KRSP4T	SMARTNET 8X5X4 ASR9K Route Switch Processr 440G/slot 6G	60	\$10,725.91	\$21,451.81
1	XR-A9K-PXK9-04.02	Cisco IOS XR IP/MPLS Core Software 3DES for RSP440	-	\$6,507.59	\$6,507.59
1	CON-SNTE-XRA9KPXK	SMARTNET 8X5X4 Cisco IOS XR IP/MPLS Core Software 3DES	60	\$3,350.72	\$3,350.72
1	A9K-MOD80-TR	80G Modular Linecard, Packet Transport Optimized	-	\$13,015.18	\$13,015.18
1	CON-SNTE-A9KMOD8T	SMARTNET 8X5X4 80G Modular Linecard,Pcket Transprt Opt	60	\$6,704.45	\$6,704.45
1	A9K-MPA-20X1GE	ASR 9000 20-port 1GE Modular Port Adapter	-	\$6,507.59	\$6,507.59
1	CON-SNTE-A9KMPA2X	SMARTNET 8X5X4 ASR 9000 20-port 1GE Modular Port Adaptr	60	\$3,350.72	\$3,350.72
2	SFP-GE-L	1000BASE-LX/LH SFP (DOM)	-	\$477.22	\$954.45
6	SFP-GE-T	1000BASE-T SFP (NEBS 3 ESD)	-	\$190.89	\$1,145.34
1	A9K-MPA-4X10GE	ASR 9000 4-port 10GE Modular Port Adapter	-	\$15,184.38	\$15,184.38
1	CON-SNTE-A9KMPA4X	SMARTNET 8X5X4 ASR 9000 4-port 10GE Modular Port Adaptr	60	\$7,819.34	\$7,819.34
1	A9K-MPA-4X10GE	ASR 9000 4-port 10GE Modular Port Adapter	-	\$15,184.38	\$15,184.38
1	CON-SNTE-A9KMPA4X	SMARTNET 8X5X4 ASR 9000 4-port 10GE Modular Port Adaptr	60	\$7,819.34	\$7,819.34
2	XFP-10GLR-OC192SR	Multirate XFP module for 10GBASE-LR and OC192 SR-1	-	\$1,735.36	\$3,470.72
1	A9K-IVRF-LIC	Infrastructure VRF LC License. Support up to 8 VRFs	-	\$4,338.39	\$4,338.39
1	CON-SNTE-A9KIVRFL	SMARTNET 8X5X4 Infrastructure VRF LC License	60	\$1,540.90	\$1,540.90
1	A9K-MOD80-TR	80G Modular Linecard, Packet Transport Optimized	-	\$13,015.18	\$13,015.18
1	CON-SNTE-A9KMOD8T	SMARTNET 8X5X4 80G Modular Linecard,Pcket Transprt Opt	60	\$6,704.45	\$6,704.45

FEIN # 61-1352158

Total

\$206,082.22

POMEROY
infrastructure. optimized.™

4013 Washington street, west
Charleston, WV 25313
304-746-4434

A handwritten signature in black ink, appearing to be 'D. J. ...', located in the upper right quadrant of the page.



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

Solicitation

NUMBER
ISCN0038

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR	*423132115 304-746-4434
	POMEROY IT SOLUTIONS INC
	500 WESTMORELAND BUSINESS PK
	DUNBAR WV 25064

SHIP TO	DEPARTMENT OF ADMINISTRATION
	JOBSITE
	SEE SPECIFICATIONS

DATE PRINTED
03/27/2013

BID OPENING DATE: 04/16/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01 THIS ADDENDUM HAS BEEN ISSUED TO AMEND THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: ISCN0038
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To provide the answers for the technical questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ISCN0038 Technical Questions

- Q. 1.** On the very first page of the Solicitation we are instructed to add our vendor name and address, on the bottom of the page it appears we need to sign and include Title, Date, Fein, and telephone number. Can you confirm this to be the case?
- A. 1.** Yes, vendors should complete this information in its entirety.
- Q. 2.** Can you confirm the number of hard copies required to be submitted? It appears to be one but need confirmation.
- A. 2.** One copy is required.
- Q. 3.** Is there any possible way to obtain a Word version of the RFQ's to simplify our responses back to you?
- A. 3.** The version released is the only version available.
- Q. 4.** Can you reveal the "ship to" address for the WVU network RFQ? I assume it is in Morgantown but would like to know the exact delivery address as well.
- A. 4.** The shipping address is referenced in section 6.1 of the specifications as; WVU at 1 Waterfront Place, Morgantown, WV 26506.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCN0038

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

ISCN0038

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
 304-558-2596

VENDOR

*423132115 304-746-4434
 POMEROY IT SOLUTIONS INC
 500 WESTMORELAND BUSINESS PK
 DUNBAR WV 25064

SHIP TO

DEPARTMENT OF ADMINISTRATION
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED:
 04/16/2013

BID OPENING DATE:

04/16/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 02						
THIS ADDENDUM HAS BEEN ISSUED TO PROVIDE THE ATTACHED DOCUMENTATION.						
0001	1	EA		205-43		
PERIPHERAL DEVICES AND ACCESSORIES, COMPUTER SYSTEM						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: ISCN0038

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To provide an answer to the technical question that was inadvertently left off of the original set of questions

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Additional Technical Question

ISCN0038

Q. *The vendor's portfolio is based on Industry standard protocols such as IS-IS or OSPF, not the vendor specific Cisco EIGRP protocol. Is WVU looking for Routing equipment that "must" support the EIGRP protocol?*

If WVU is willing and ready to move from the Cisco platform to a standards based network, the vendor's Network Design & Engineering group does offer Cisco EIGRP to OSPF/ISIS conversion services which are fee based?

A. Vendor cannot specify protocol or ask that we move away from our current implementation or standards. The equipment MUST support EIGRP. No exceptions.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCN0038

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 |
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| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
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| <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.

Company

Authorized Signature

Date

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

Revised 6/8/2012