



West Virginia Purchasing Division

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

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

Header

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 44229

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 1400

Vendor ID: 000000219123



SO Doc ID: AGR1500000007

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 12/30/14

Alias/DBA:

Close Date: 1/6/15

Total Bid: \$25,735.71

Close Time: 13:30

Response Date: 01/02/2015



Status: Closed

Response Time: 17:28

Solicitation Description: ADDENDUM NO 1-Microsoft Surface Pro 3 Tablets

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 44229

Solicitation Description : ADDENDUM NO 1-Microsoft Surface Pro 3 Tablets

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-01-06 13:30:00	SR 1400 ESR01021500000001523	1

VENDOR

000000219123
 POMEROY IT SOLUTIONS SALES CO

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Microsoft Surface Pro 3 Tablets or Equal	21.00000	EA	\$1,225.51	

Comm Code	Manufacturer	Specification	Model #
43211500			

Extended Description :	Microsoft Surface Pro 3 Tablets or Equal
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 44229

Doc Description: ADDENDUM NO 1-Microsoft Surface Pro 3 Tablets

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-30	2015-01-06 13:30:00	CRFQ 1400 AGR1500000007	2

BID RECEIVING LOCATION

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

VENDOR

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

FOR INFORMATION CONTACT THE BUYER

Dean Wingerd
 (304) 558-0468
 dean.c.wingerd@wv.gov

Signature X

FEIN # 61-1352158

DATE 01-02-2015

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		ADMINISTRATIVE SERVICES 304-558-2204 WEST VIRGINIA CONSERVATION AGENCY WEST VIRGINIA CONSERVATION AGENCY 255 GUS R DOUGLASS LN CHARLESTON WV 25305-0193 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Microsoft Surface Pro 3 Tablets or Equal	21.00000	EA	\$ 1,225.51	\$ 25,735.71

Comm Code	Manufacturer	Specification	Model # QG2-00001
43211500	Microsoft	Microsoft Surface Pro 3 Tablet PC - 12" - ClearType - Wireless LAN - Intel Core i5 i5-4300U 1.90 GHz	

Extended Description :
 Microsoft Surface Pro 3 Tablets or Equal
 256 GB SSD - Windows 8.1 Pro - Slate - 2160 x 1440 Multi-touch
 Screen Display Bluetooth

AGR1500000007	Document Phase Final	Document Description ADDENDUM NO 1-Microsoft Surface Pro 3 Tablets	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Microsoft Surface Pro 3 Tablets

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Conservation Agency to establish a contract for the one time purchase of Tablets and Accessories.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means Microsoft Surface Pro 3 Tablet or equal.

 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division.

 - 2.4 **“GB”** means Gigabyte.

 - 2.5 **“RAM”** means Random Access Memory.

 - 2.6 **“HD”** means High Definition.

 - 2.7 **“TPM”** means Trusted Platform Module.

 - 2.8 **“WI-FI”** means technology that allows an electronic device to exchange data or connect to the internet wirelessly using microwaves in the 2.4 GHz and 5 GHz bands.

 - 2.9 **“USB”** means Universal Serial Bus.

 - 2.10 **“MICROSD”** means memory cards that are 15mm x 11mm x 1mm that are Secure Digital.

 - 2.11 **“DC”** means direct current.

 - 2.12 **“AC”** means alternating current.

 - 2.13 **“HDMI”** means High Definition Multimedia Interface.

**REQUEST FOR QUOTATION
Microsoft Surface Pro 3 Tablets**

- 2.14** “DVI” means Digital Visual Interface.
- 2.15** “VGA” means Video Graphics Array.
- 2.16** “SDK” means Software Development Kit
- 2.17** “ACCELEROMETER” means a device that detects acceleration and tilt.
- 2.18** “GYROSCOPE” means a feature that measures the orientation of the device. It can sense motion including vertical and horizontal rotation.
- 2.19** “MAGNETOMETER” means a device that detects magnetic fields.
- 2.20** “REMOTE DESKTOP PROTOCOL” means a protocol that provides a user with a graphical interface to connect to another computer over a network connection.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Microsoft Surface Pro 3 Tablet or equal.

3.1.1.1 Must have Windows 8.1 Pro operating system installed or equal.

3.1.1.2 Must have internal 256 GB SSD.

3.1.1.3 Must have 8 GB RAM .

3.1.1.4 Must have 12” ClearType Full HD or larger display, Resolution: 2160x1440, Aspect Ratio: 3:2, Multi-touch Display or equal.

3.1.1.5 Must have Intel Core i5 Processor or equal.

3.1.1.6 Must have built-in 802.11ac/802.11 a/b/g/n Wi-Fi or equal.

3.1.1.7 Must have built-in Bluetooth 4.0 Low Energy Technology or equal.

**REQUEST FOR QUOTATION
Microsoft Surface Pro 3 Tablets**

- 3.1.1.8** Must have up to 9 hours web browsing battery life.
- 3.1.1.9** Must have two built-in 5.0 megapixel cameras, front and rear facing, minimum.
- 3.1.1.10** Must have built-in microphone.
- 3.1.1.11** Must have built-in stereo speakers.
- 3.1.1.12** Must have a minimum of one built-in full-size USB 3.0 port.
- 3.1.1.13** Must have a minimum of one built-in microSD card reader.
- 3.1.1.14** Must have a minimum of one built-in headset jack.
- 3.1.1.15** Must have built-in Mini DisplayPort or equal.
- 3.1.1.16** Must have built-in ambient light sensor.
- 3.1.1.17** Must have built-in accelerometer.
- 3.1.1.18** Must have built-in gyroscope.
- 3.1.1.19** Must have built-in magnetometer.
- 3.1.1.20** Must have minimum one year Microsoft Surface Pro 3 limited hardware warranty included or equal.
- 3.1.1.21** Must have Microsoft Surface Pro 3 digital pen or equal.
- 3.1.1.22** Must include 36 watt AC power supply.
- 3.1.1.23** Must have Domain Support.
- 3.1.1.24** Must have Remote Desktop Protocol functionality.

REQUEST FOR QUOTATION
Microsoft Surface Pro 3 Tablets

3.1.1.25 Must have manufacturer's SDK for programming hardware.

3.1.1.26 Must have a maximum weight with no accessories of two pounds.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by reviewing the Pricing Page and completing Unit Price, Extended Amount, Grand Total, Bidder/Vendor Information, Name, Address, Phone, Email address, and Authorized signature. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

5. PAYMENT:

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

REQUEST FOR QUOTATION
Microsoft Surface Pro 3 Tablets

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order. Contract Items must be delivered to Agency at WV Conservation Agency, Attn: JB Brown, at 255 Gus R. Douglass lane, Charleston, WV 25312.

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

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

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

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AGR150000007

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Pomeroy IT Solutions
Company
Michelle [Signature]
Authorized Signature
01-02-2015
Date

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

SOLICITATION NUMBER: CRFQ AGR150000007

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:

1. To provide responses to vendor questions regarding this solicitation, see questions and responses attached.
2. To provide Addendum Acknowledgment form.

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

Addendum # 1

Questions & Answers AGR15*7 (Microsoft Surface Pro 3 Tablets)

- 1. Question: Our Company is registered in Europe, can we participate in this Bid?**

Answer: Yes, you may participate in the Microsoft Surface Pro 3 Tablets or equal bid.

- 2. Question: We can provide a tablet with better connectivity options, faster processor (Intel Ivy Bridge i7) at lower cost than Surface Pro 3 with i5 processor, but with 1366x768 resolution and 2.0MP front/5.0 MP rear camera. Is this acceptable?**

Answer: Yes, once all bids are in we will evaluate the bids and make our decision.

CERTIFICATION AND SIGNATURE PAGE

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

Pomeroy IT Solutions
(Company)

Michelle Clark (Michelle Clark, Inside Sales)
(Authorized Signature) (Representative Name, Title)

Phone: (304) 746-4434 Fax: (866) 307-5674
(Phone Number) (Fax Number) (Date)

PRICING PAGE

Product Number	Description	Alternate Part # and Description of or equal Products	Unit of Measure	Qty	Unit Price	Extended Price
QG2-00001 or equal	Microsoft Surface Pro 3 Tablet or equal		Each	21	\$1225.51	\$25,735.71
					GRAND TOTAL	\$25,735.71
Bidder/Vendor Information >>>>>Failure to use this form may result in disqualification<<<<<<						
Name:		Pomeroy IT Solutions				
Address:		500 Westmoreland Office Park Dunbar, WV 25064				
Phone:		(304) 746-4434				
Email Address:		linda.clark@pomeroy.com				
Authorized Signature:		<i>Michelle Clark</i> (Michelle Clark, Inside Sales) linda.clark@pomeroy.com				

Bill To:

Procurement Officer
West Virginia Department of Agriculture
1900 KANAWHA BLVD E
Charleston,, WV 25305-0173

Phone: (304)558-2221
Email: dean.c.wingerd@wv.gov

Ship To:

Administrative Services
West Virginia Department of Agriculture
255 Gus R. Douglass Lane
Charleston,, WV 25305-0193

Phone: (304)558-2204

Srl	Mfr. Part	Description	Price	Qty.	Extended
*1	QG2-00001	Microsoft Surface Pro 3 Tablet PC - 12" - ClearType - Wireless LAN - Intel Core i5 i5-4300U 1.90 GHz à€" Silver / 8 GB RAM - 256 GB SSD - Windows 8.1 Pro - Slate - 2160 x 1440 Multi-touch Screen Display Bluetooth Mfr: MICROSOFT CORPORATION	\$ 1,225.51	21	\$ 25,735.71
1 item(s)				Sub-Total	\$ 25,735.71
				Freight:	\$ 0.00
				Tax @ 0%	\$ 0.00
				Total	\$ 25,735.71
(*) Tax exempted Part(s)					

Terms and Conditions

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

For any questions regarding our returns policy, please contact your Pomeroy sales associate or Click on the link below for a copy of our written policy. <https://shop.pomeroy.com/CustomPages/CustomPage.aspx?PagelId=3186>

Quote valid until: 02/01/2015

Payment Details

Company PO []
Payment Term 30 days

Additional References

Customer Name
Sales Consultant

Shipping Details and Delivery

Shipping Via Delivery

Michelle Clark
Vendor Signature
FEIN# 61-1352158

Purchase Orders can be faxed to:
Michelle Clark 1.866.307.5674

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

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

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

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% vendor preference for the reason checked:

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

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

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

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

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

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

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

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

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

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

Bidder: Pomeroy IT Solutions

Signed: Michelle [Signature]

Date: 1-2-2015

Title: Inside Sales

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Pomeroy IT Solutions

Authorized Signature: *Michelle [Signature]* Date: 1-2-2015

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2 day of January, 2015.

My Commission expires October 26, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)

