



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: 237330

Doc Description: VMware vSphere Software Support & Maintenance

Proc Type: Central Contract - Fixed Amt

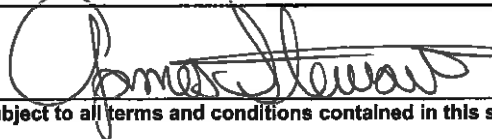
Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-26	2016-08-11 13:30:00	CRFQ 1300 STO1700000001	1

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

VENDOR
 Vendor Name, Address and Telephone Number:
 Pomeroy IT Solutions
 500 Westmoreland Office Park
 Dunbar, WV 25064
 (304) 746-4434

RECEIVED
 2016 AUG 10 PM 12:42
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER
 Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X  FEIN # 61-1352158 DATE 08-10-16
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, for the West Virginia State Treasurer's Office is soliciting bids from qualified vendors to establish a "One-Time" contract for the purchase of VMware vSphere Software Support and Maintenance per the Specifications, Terms & Conditions and bid requirements as attached.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		PURCHASING AGENT WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	VMware vCenter Server 6 for vSphere 6 Prod Support Year 1	2.00000	EA	\$1,448.00	/\$2,896.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

3.1.1 VMware vCenter Server 6 for vSphere 6 Production Support Coverage Part# VCS6-STD-P-SSS-C, or equal. Support level: Production 24x7 - Year 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		PURCHASING AGENT WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	VMware vCenter Server 6 for vSphere 6 Prod Support Year 2	2.00000	EA	\$2,896.00	/\$5,792.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

3.1.1 VMware vCenter Server 6 for vSphere 6 Production Support Coverage Part# VCS6-STD-P-SSS-C, or equal. Support level: Production 24x7 - Year 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		PURCHASING AGENT WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	VMware vCenter Server 6 for vSphere 6 Prod Support Year 3	2.00000	EA	\$4,344. ⁰⁰	\$8,688. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

3.1.1 VMware vCenter Server 6 for vSphere 6 Production Support Coverage Part# VCS6-STD-P-SSS-C, or equal. Support level: Production 24x7 - Year 3

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		PURCHASING AGENT WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	VMware vCenter vSphere 6 EnterprisePlus Prod Supp Year 1	34.00000	EA	\$845. ⁰⁰	\$28,730. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

3.1.2 VMware vCenter vSphere 6 EnterprisePlus Production Support Coverage Part# VS6-ENT-PL-P-SSS-C, or equal. Support level: Production 24x7 - Year 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		PURCHASING AGENT WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E	
CHARLESTON	WV25304	CHARLESTON	WV 25305
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	VMware vCenter vSphere 6 EnterprisePlus Prod Supp Year 2	34.00000	EA	\$1,690. ⁰⁰	\$57,460. ⁰⁰

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

3.1.2 VMware vCenter vSphere 6 EnterprisePlus Production Support Coverage Part# VS6-ENT-PL-P-SSS-C, or equal. Support level: Production 24x7 - Year 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV25304 US		PURCHASING AGENT WEST VIRGINIA STATE TREASURERS OFFICE - CAPITOL BLDG 1 RM E-145 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	VMware vCenter vSphere 6 EnterprisePlus Prod Supp Year 3	34.00000	EA	\$2,535.00	/\$86,190.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :

3.1.2 VMware vCenter vSphere 6 EnterprisePlus Production Support Coverage Part# VS6-ENT-PL-P-SSS-C, or equal. Support level: Production 24x7 - Year 3

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2016-08-03

Total: \$189,756.00

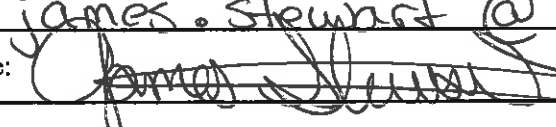
*Total includes all options.

STO170000001	Document Phase Final	Document Description VMware vSphere Software Support & Maintenance	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A - Pricing Page

Item No.	Description	Qty	Unit Price	Extended Amount
3.1.1	VMware vCenter Server 6 for vSphere 6 Production Support Coverage Part# VCS6-STD-P-SSS-C, or equal. Support level: Production 24x7 - Year 1	2		\$ -
3.1.1	VMware vCenter Server 6 for vSphere 6 Production Support Coverage Part# VCS6-STD-P-SSS-C, or equal. Support level: Production 24x7 - Year 2	2		\$ -
3.1.1	VMware vCenter Server 6 for vSphere 6 Production Support Coverage Part# VCS6-STD-P-SSS-C, or equal. Support level: Production 24x7 - Year 3	2		\$ -
3.1.2	VMware vCenter vSphere 6 EnterprisePlus Production Support Coverage Part# VS6-ENT-PL-P-SSS-C, or equal. Support level: Production 24x7 - Year 1	34		\$ -
3.1.2	VMware vCenter vSphere 6 EnterprisePlus Production Support Coverage Part# VS6-ENT-PL-P-SSS-C, or equal. Support level: Production 24x7 Year 2	34		\$ -
3.1.2	VMware vCenter vSphere 6 EnterprisePlus Production Support Coverage Part# VS6-ENT-PL-P-SSS-C, or equal. Support level: Production 24x7 Year 3	34		\$ -
TOTAL COST				\$ -
Bidder / Vendor Information				
Name: Pomeroy IT Solutions				
Address: 500 Westmoreland Office Park Dunbar, WV 25064				
Phone: (304) 746-4434				
Email Address: james.stewart@pomeroy.com				
Authorized Signature: 				

Bids will be evaluated on the lowest overall total cost for Years 1 – 3 but the contract will be awarded for Year 1 only. Years 2 and 3 will be renewed each year via a formal change order through the West Virginia Purchasing Division upon mutual agreement of the Agency and Vendor.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Pomeroy IT Solutions Sales Co.

Authorized Signature: Connie White Date: 08-10-16

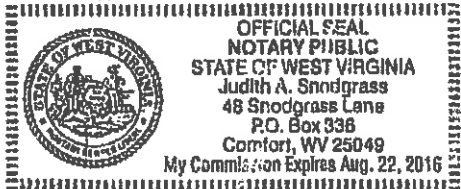
State of West Virginia

County of Hancock, to-wit:

Taken, subscribed, and sworn to before me this 10th day of August, 2016

My Commission expires Aug 22, 2016

AFFIX SEAL HERE



NOTARY PUBLIC

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

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

James Stewart - Technology Solutions Executive
(Name, Title)
James Stewart - Technology Solutions Executive
(Printed Name and Title)
500 Westmoreland Office Park Dunbar, WV 25064
(Address)
(304) 746-4434 / (800) 650-1703
(Phone Number) / (Fax Number)
James.Stewart@pomroy.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pomroy IT Solutions
(Company)
James Stewart - Technology Solutions Executive
(Authorized Signature) (Representative Name, Title)
James Stewart - Technology Solutions Executive
(Printed Name and Title of Authorized Representative)
08-10-16
(Date)
(304) 746-4434 / (800) 650-1703
(Phone Number) (Fax Number)

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Pomeroy IT Solutions

Signed: [Signature]

Title: Technology Solutions Executive

Date: 08-10-16