



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 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 364828

Procurement Type: Central Master Agreement

Vendor ID: 000000219123

Legal Name: POMEROY IT SOLUTIONS SALES CO

Alias/DBA:

Total Bid: \$213.00

Response Date: 09/18/2017

Response Time: 15:23

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT1800000005

Published Date: 9/14/17

Close Date: 9/19/17

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 - TECHNICAL CONSULTANT SERVICES

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 364828

Solicitation Description : ADDENDUM 1 - TECHNICAL CONSULTANT SERVICES

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-09-19 13:30:00	SR 0705 ESR09181700000001077	1

VENDOR

000000219123

POMEROY IT SOLUTIONS SALES CO

Solicitation Number: CRFQ 0705 LOT1800000005

Total Bid : \$213.00 **Response Date:** 2017-09-18 **Response Time:** 15:23:02

Comments:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature on File

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	TECHNICAL CONSULTING SERVICE DURING BUSINESS				\$95.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	HOURLY RATE OF TECHNICAL CONSULTING SERVICE DURING BUSINESS HOURS
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Comments: Business Hours.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	TECHNICAL CONSULTING SERVICE AFTER BUSINESS				\$118.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :	HOURLY RATE FOR TECHNICAL CONSULTING SERVICE AFTER BUSINESS HOURS
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Comments: After business hours.



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

State of West Virginia
 Request for Quotation
 10 - Consulting

Proc Folder: 364828

Doc Description: ADDENDUM 1 - TECHNICAL CONSULTANT SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-14	2017-09-19 13:30:00	CRFQ 0705 LOT1800000005	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
 Attn: Summer Bailey
 500 Westmoreland Office Park
 Dunbar, WV 25064

FOR INFORMATION CONTACT THE BUYER
 Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X *Summer Bailey* FEIN # 61-1352158 DATE *09/18/2017*
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum 1 issued for the following reasons:

1. To publish the vendor questions and agency answers.
2. To modify the Estimated Quantity amounts on the Exhibit A-Pricing Page

No other changes.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Lottery to establish an open-end contract for Technical Consulting Services and Maintenance based on an hourly rate. This includes configuration and support for agency owned Cisco Unified Communications Manager (CUCM) systems and components. The solution must also include support and design of all LAN/WLAN/WAN components. Network components include but are not limited to Routers, Switches and Firewalls owned by the West Virginia Lottery.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TECHNICAL CONSULTING SERVICE DURING BUSINESS	0.00000		\$95.00 per hour	

Comm Code	Manufacturer	Specification	Model #
81110000	Pomeroy	Business Hours	

Extended Description :

HOURLY RATE OF TECHNICAL CONSULTING SERVICE DURING BUSINESS HOURS

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	TECHNICAL CONSULTING SERVICE AFTER BUSINESS	0.00000		\$118.00 per hour	

Comm Code	Manufacturer	Specification	Model #
81110000	Pomeroy	After Business Hours	

Extended Description :

HOURLY RATE FOR TECHNICAL CONSULTING SERVICE AFTER BUSINESS HOURS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT180000005

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
Company

Summet Bailey
Authorized Signature

09/18/2017
Date

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

SOLICITATION NUMBER: CRFQ LOT1800000005
Addendum Number: 01

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:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish the vendor questions and agency answers.
2. To modify the Estimated Quantity amounts on the Exhibit A-Pricing Page.

No other changes.

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

Vendor Questions and Agency Answers
CRFQ 1800000005
Technical Consulting Services

Q1) Regarding the Licenses/certifications/permits, it is stated that the successful vendor shall furnish proof of the following licenses, certifications and or permits prior to the Contract award: CCNA (Routing and Switching), CCNP (Collaboration); CCNA (Wireless) and CCDA.

Is it correct to understand that these permits/licenses are for the Vendor, not for the System Engineers? Please confirm.

A1) The System Engineer who works on our systems is required to have the credentials stated in the RFQ.

Q2) In the Exhibit A- Technical Consulting Svc document, in the Estimated Quantity column, what 100 and 20 estimated quantity stand for? 100 and 20 hours respectively?

A2) Yes, 100 and 20 on the Pricing Page refer to hours so the bidder will enter an amount per hour for the two categories indicated and they will be used to compute the Total Bid Amount that will be used in scoring the bids. Our actual needs will be based on projects where we request assistance and then will be reimbursed at the bid price per hour, inclusive of travel and lodging for either category of hours. Based on historical utilization of contracted services, we would estimate a requirement that approximates 300 hours per year for providing services during normal work hours and 60 hours per year for services outside of normal hours.

The Exhibit A Pricing Page will be updated to reflect this.

Q3) How many system engineers does the agency need for this RFQ or is it depending on an Offeror to propose the number of system engineers?

A3) The Lottery requires one system engineer for this contract. This is preferred so that the engineer working on our systems is familiar with our information systems and networks and the structure of the office business practices. The system engineer is not required to be assigned only to our contract but we request that one engineer is assigned to the Lottery as the lead on all of our projects.

Q4) Does this RFQ contain a local preference?

A4) The RFQ does not contain a local preference but the response times required by the RFQ would necessitate that the engineer be local or within a short driving distance.

West Virginia Insurance Commission					
Actuarial Rate Review					
Item	Description	Unit of Measure	Cost per Unit	Estimated Quantity	Extended Cost
1	Systems Engineer - Provide services during normal work hours.	Per Hour	95.00	300	28500.00
2	Systems Engineer - Provide services as requested outside of normal work hours.	Per Hour	118.00	60	7080.00
				TOTAL BID AMOUNT	35,580.00

Vendor Information:

Name: Pomeroy

Address: 500 Westmoreland Office Park

Dunbar, WV 25064

Phone#: 304-553-7526

Email Address: summer.bailey@pomeroy.com

Authorized Signature: *Summer Bailey*

Normal Work Hours are 8:00 AM to 5:00 PM Monday through Friday excluding State of WV Holidays

** Estimated quantities are for bidding purposes only, more or less may be purchased by the agency.

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 information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 13, 2017 at 10:00 AM EST.

Submit Questions to: Michelle Childers
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Michelle.L.Childers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 N/A 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 19, 2017 at 1:30 PM EST.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
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.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or 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. 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.

13. 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.

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

15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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 _____
upon award _____ and extends for a period of one (1) 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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be 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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

CCNA (Routing and Switching) Michael Belcher, expires Oct. 19, 2019.

CCNP - Collaboration Michael Belcher, expires Oct. 19, 2019.

CCNA - Wireless Michael Belcher, expires Oct. 19, 2019.

CCDA Michael Belcher, expires October 19, 2019.

Cisco Credential Verification Report attached.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

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.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. 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.

15. 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.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

36. 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, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. 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.

42. 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.

43. 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 such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

REQUEST FOR QUOTATION
Technical Consulting Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Lottery to establish an open-end contract for Technical Consulting Services and Maintenance based on an hourly rate. This includes configuration and support for agency owned Cisco Unified Communications Manager (CUCM) systems and components. The solution must also include support and design of all LAN/WLAN/WAN components. Network components include but are not limited to Routers, Switches and Firewalls owned by the West Virginia Lottery.

BACKGROUND:

The Lottery moved to their current location in 2011 and installed all new servers, routers, switches, Cisco Unified Communications Manager (CUCM) and communication lines to support approximately 200 users. There have been very little upgrades since that time. We are planning an upgrade of the CUCM servers and software. The services included are Cisco Unity Voice Mail, Cisco Unified Contact Center Express, Singlewire Informacast Paging gateways, and Cisco Unified Quality Management. The entire configuration and communications facilities are replicated at our Backup Data Center (BDC) in Bridgeport, WV.

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 Services”** means technical consulting services for a Cisco CUCM and its components as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

REQUEST FOR QUOTATION
Technical Consulting Services

3. **QUALIFICATIONS:** Vendor, or Vendor's staff requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications. Failure to meet any of these qualifications will result in disqualification.
- 3.1. The vendor must provide a system engineer with a minimum of the following certifications: CCNA (Routing and Switching), CCNP-Collaboration, CCNA-Wireless, CCDA. All certifications must be current and documentation should be submitted with the response to this solicitation. *Read and complied. Cisco's Credential Verification Report attached. Michael Belcher*
- 3.2. Vendor shall have a minimum of two permanent (W-2 Employed Staff) employees on staff with technical experience working with Cisco equipment and software. These employees must work directly for the Vendor and may not be subcontracted employees. At a minimum, one of these employees must be dedicated to the Lottery project. *Read and complied. Pomeroy has 28 Cisco Certified Engineers.*
- 3.3. The system engineer provided must have a minimum of ten (10) years installing and configuring the following but is not limited to: Cisco Unified Communications Manager (CUCM), Unified Contact Center Express (UCCX), Unity Connection, Unity Presence, Jabber, Cisco Unified Quality Management, Cisco Security, wired and wireless Cisco communication solution, WAN/LAN protocols, Cisco Data Center Systems, Cisco routers, switches and firewalls, and other Cisco related products. *Read and complied.*
- 3.4 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award. *Resume for Michael Belcher attached.*
- 3.4. Consultant should be immediately available and thereafter available within two (2) business days or sooner when notified of request for consultant. *Pomeroy will comply.*
- 3.5. Support services should begin within five (5) business days of contract award. *Pomeroy will comply.*

REQUEST FOR QUOTATION
Technical Consulting Services

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Vendor MUST bid hourly rates which will be utilized to perform system enhancements, upgrades, Implementation, analysis and project planning. Vendor MUST work with Lottery personnel to develop a SOW for all Project level tasks. Each SOW must be mutually approved by both the Lottery and Vendor and MUST define the scope of work being performed as well as a not-to-exceed price for services. Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Cisco CUCM System Upgrade and Ongoing Support

4.1.1.1 Cisco System Engineer must perform the installation of equipment upgrades and system upgrades to the current Cisco Unified Communications Manager (CUCM) Version 8.0 system which includes, Unified Contact Center Express (UCCX), Unity Connection, Singlewire Informacast Paging, Auto Attendant, UCCX (Call Center Express), and QM (Quality Management) for up to 200 users. *Read and understand.*

4.1.2 Cisco Systems Support

4.1.2.1 Cisco Systems Engineer will service the Lottery's general Cisco environment as determined by the West Virginia Lottery's Technical Services Manager. *Read and understand.*

4.1.3 Response Times

4.1.2.3 Vendor must provide four (4) hours response time (on site) to the West Virginia Lottery Headquarters in Charleston, WV upon request with additional time allotted for travel to the other WVL sites from **Exhibit B: Service Locations** list herein as indicated.

Pomeroy will comply.

REQUEST FOR QUOTATION
Technical Consulting Services

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by filling in the cost per hour for regular office hours (8:00 AM – 5:00 PM), filling in the cost for outside office hours, multiplying by the factor given and add the two factors together to get the bid cost. 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. *Completed and attached.*

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Michelle.L.Childers@wv.gov. ✓

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract. *Read and understand.*
- 7. PAYMENT:** Agency shall pay an hourly flat rate fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor will invoice the West Virginia Lottery monthly. The invoice must contain detailed (hourly) relevant information concerning charges assessed. *Read and understand.*
- 8. RENEWALS:** This shall be a three year contract with the option for two (2) one-year renewals. *Read and understand.*
- 9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately. *Read and understand.*
- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required: ✓

REQUEST FOR QUOTATION
Technical Consulting Services

- 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service. *Read and will comply.*
- 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen. *Read and understand.*
- 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key. *Read and understand.*
- 10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures. *Read and understand.*
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures. *Read and understand.*

✓ 11. VENDOR DEFAULT:

- 11.1. The following shall be considered a vendor default under this Contract.
- 11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 11.1.2. Failure to comply with other specifications and requirements contained herein.
 - 11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4. Failure to remedy deficient performance upon request.
- 11.2. The following remedies shall be available to Agency upon default.
- 11.2.1. Immediate cancellation of the Contract.
 - 11.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 11.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Technical Consulting Services

12. MISCELLANEOUS:

12.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Summer Bailey

Telephone Number: 304-553-7526

Fax Number: 1-866-301-1761

Email Address: summer.bailey@pomeroy.com

Mobile: 304-541-4288

Summer Bailey

REQUEST FOR QUOTATION
Technical Consulting Services

Exhibit B: Service Locations

	<u>Additional Travel Hours Allotted for Response Time</u>
West Virginia Lottery Headquarters 900 Pennsylvania Avenue Charleston, WV 25302	0
West Virginia Lottery Backup Data Center (Hot Site) 64 Sterling Drive Bridgeport, WV 26330	2
West Virginia Lottery 100 Municipal Plaza Suite 100 Weirton, WV 26062	4
The Greenbrier 300 W Main Street White Sulphur Springs, WV 24986	2
Mardi Gras Casino & Resort 1 Greyhound Drive Cross Lanes, WV 25313	0
Wheeling Island Hotel-Casino-Racetrack 1 South Stone Street Wheeling, WV 26003	4
Mountaineer Racetrack, Casino & Resort Rt 2 Chester, WV 26034	4
Hollywood Casino at Charles Town Races Flowing Springs Road Rt 340 Charles Town, WV 25414	6

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.

Summer Bailey, Technology Solutions Executive
(Name, Title)
Summer Bailey, Technology Solutions Executive
(Printed Name and Title)
Pomeroy - 500 Westmoreland Office Park - Dunbar, WV 25064
(Address)
304-553-7526 / 1-866-301-1761
(Phone Number) / (Fax Number)
summer.bailey@pomeroy.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.

Pomery
(Company)

Summer Bailey
(Authorized Signature) (Representative Name, Title)

Summer Bailey, Technology Solutions Executive
(Printed Name and Title of Authorized Representative)

09-18-2017
(Date)

304-553-7526 / 1-866-301-1761
(Phone Number) (Fax Number)

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;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

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: Sumner Bailey

Date: 09/18/2017

Title: Technology Solutions Executive

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

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: Summer Bailey Date: 09/18/2017

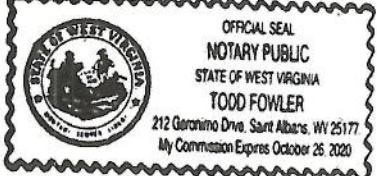
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 18th day of September, 2017.

My Commission expires October 26, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Pomeroy IT Solutions Sales Company, Inc a DE Corporation

Address: 1020 Petersburg Road, Hebron KY 41048 - principal place of business

Contracting business entity's authorized agent: Tom Froman, VP SLED

Address: 1020 Petersburg Road, Hebron KY 41048

Number or title of contract: LOT1800000005

Type or description of contract: Technical Consultant Services

Governmental agency awarding contract: Dept. of Administration / WV Lottery

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Pomeroy Group LLC, a Delaware limited liability company with 100% ownership interested in the contracting business entity.

Signature: [Handwritten Signature] Date Signed: 09/18/2017

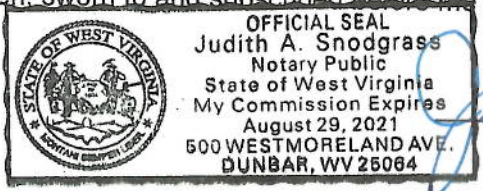
Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Kanawha

I, Judith A Snodgrass, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18th day of September, 2017.



[Handwritten Signature] Notary Public's Signature

To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:

POMEROY

infrastructure. optimized.SM

Michael R. Belcher

Senior Systems Engineer

Michael.Belcher@pomeroy.com, 681.245.6440

Responsible for and extensive experience in the implementation and support of major network systems in the public section and throughout WV State Government. Over 26 years total experience, four of those working with West Virginia schools.

Professional Experience

Senior Systems Engineer, Pomeroy 2012-present

Provide advanced professional and technical consulting in designing, selecting, implementing, and maintaining various network hardware, software and communications equipment for customers

Install, configure, and maintain Cisco LAN/WAN equipment for customers, which includes various routers, Catalyst switches, PIX / ASA firewalls, VPN solutions, remote access and Radius Servers, Wireless solutions/devices and Security solutions/devices. Cisco Call Manager 4.x-11.x platforms, Unity & Unity Connection implementations. Voice Gateway Implementations (MGCP & H323).

Install, configure and maintain Avaya 5500 series switching equipment.

Provide video conferencing installation and support for Polycom and Tandberg equipment.

Perform advanced technical tasks including optimization of communications equipment, identification and resolutions of networking abnormalities, initiation of security audits, preventive measures and traffic management

Serve in a technical role on projects involving interconnectivity between Federal, State, local and other systems

Maintain network documentation, including network diagrams, addressing schemes, and server, router, switch, firewall, and security configurations

Project Management for customer "Turn-key" solutions, upgrades, implementations

Implement new and emerging technologies that best fit the needs of the customer

Address connectivity issues between multi-platform and protocol environments

Provide timely and effective support to customers in accordance with established Service Level Agreements

Field Engineer, Verizon 2008-2012

WEST VIRGINIA DEPARTMENT OF ADMINISTRATION, WV Office of Technology 1999-2008

Information Systems Specialist IV, Network Unit Supervisor, Engineer - 2007 – 2008(July)

Information Systems Specialist III, Network Unit Supervisor, 2003-2007

Information Systems Specialist II, 2000-2003

Information Systems Specialist I, 1999 – 2000

Professional Experience, cont'd

IT Support Specialist, BERWIND LAND COMPANY, Natural Resources Division 1990-1999

Education, Training and Certifications

Education

West Virginia State College 1990
Associate Applied Science

West Virginia State College 1996-1998
50 additional credit hour (Computer Science)

Skills

Extensive experience in the implementation and support of major network systems. Experience is ranging from Public Sector to throughout West Virginia State Government. Highly effective management of customer implementation and projects. Capable at overseeing multiple projects while balancing the needs of the customer and the organization. Technically skilled at installing and troubleshooting routers, firewalls, switches, VPN solutions, wireless and voice systems. Primary experience pertains to Cisco. Also familiar with Avaya, Enterasys equipment. Cisco Convergence / Cisco VoIP (4.x – 11.x), Cisco Unity & Unity Connection and related equipment. Advanced knowledge of ATM, Frame Relay, SMDS, ISDN, Sonet, IP, SNA, MPLS, SIP, Voice over IP and Video over IP technologies. Technically skilled at diagnosing and resolving PC hardware and software related issues. Advanced knowledge of Linux, Windows NT 3.5, 4.0, 2000, XP, Windows 8 and 2003 & 2008 Server platforms. Experience with Windows Server 2008 and 2012 platforms. Familiar with Novell 4.11 & 5.0 platforms. Experienced with COBOL, Visual Basic, Fortran and Visual C programming languages. Skilled in the development, design and implementation of technical documentation.

Certifications

2016: CCNP-Collaboration (Current)
2015: CCDA - (Current)
2013: CCNP – Voice (Updated) (CCNP Collaboration)
2011: CCNA-Wireless (Current)
2010: CCNA-Voice (Current)
2009: CCNA (Current)
2007: Microsoft Certified Systems Engineer (MCSE - Windows 2003), MCSA 2003
2002: Net+
2002: Server +
1998: Microsoft Certified Systems Engineer (MCSE – Windows NT 4.0)
1992: A+

References

Chris Cendana / Cenergy / 412-980-8461
Kirk Rector / WV Auditor's Office / 304-558-2251
Kin Richardson / WV Treasurer's Office / 304-341-0727



Credential Verification Report

Michael Belcher - CSC011547241

This Publish Credential Verification Report for summer.bailey@pomeroy.com, prepared on 09/18/2017, is available for viewing until 10/02/2017.

Candidate Information

Name **Michael Belcher**
 Mailing Address **1 Walkinghorse Lane**
 City **Scott Depot**
 State/Province **West Virginia**
 Postal Code **25560**
 Primary Email Address **Michael.Belcher@pomeroy.com**
 Alternative Email Address **wmntneer@gmail.com**

Personal Note From Candidate

Credentials as of 9/18/2017

Credentials	Status	Certified	Expires
General Certifications			
Associate			
<ul style="list-style-type: none"> CCDA <ul style="list-style-type: none"> Sep 17, 2015 Certified Oct 19, 2016 Recertified CCNA Routing and Switching <ul style="list-style-type: none"> Dec 14, 2009 Certified Nov 11, 2010 Recertified Feb 23, 2011 Recertified Apr 30, 2012 Recertified Apr 18, 2013 Recertified Jul 25, 2013 Recertified Oct 22, 2013 Recertified Sep 17, 2015 Recertified Oct 19, 2016 Recertified CCNA Wireless <ul style="list-style-type: none"> Feb 23, 2011 Certified Apr 30, 2012 Recertified Apr 18, 2013 Recertified Jul 25, 2013 Recertified Oct 22, 2013 Recertified Sep 17, 2015 Recertified Oct 19, 2016 Recertified 	Certified	Sep 17, 2015	Oct 19, 2019
<ul style="list-style-type: none"> CCNP Collaboration 	Certified	Oct 19, 2016	Oct 19, 2019
Channels Representative			
Systems Engineer Representative			
<ul style="list-style-type: none"> Express Collaboration Systems Engineer Representative <ul style="list-style-type: none"> May 4, 2011 Certified May 4, 2011 Certified May 4, 2011 Certified May 4, 2011 Certified Express Collaboration Systems Engineer Representative v2 <ul style="list-style-type: none"> Apr 18, 2013 Certified Oct 22, 2013 Recertified 	Certified	May 4, 2011	Oct 19, 2019
<ul style="list-style-type: none"> Cisco Video Network Representative 	Certified	Oct 19, 2016	Oct 19, 2021
Retired Certifications			
Retired Certifications			
<ul style="list-style-type: none"> CCNA Voice <ul style="list-style-type: none"> Nov 11, 2010 Certified Feb 23, 2011 Recertified Apr 30, 2012 Recertified Apr 18, 2013 Recertified Jul 25, 2013 Recertified Oct 22, 2013 Recertified Sep 17, 2015 Recertified 	Certified	Nov 11, 2010	Sep 17, 2018

Brian Jeffrey

Solutions Architect—Networking

Brian.Jeffrey@pomeroy.com, 304-553-7528

As a Solutions Architect I am responsible to assess customer needs in the areas of networking, wireless, security, and collaboration, perform a business and gap analysis, and design a solution to solve our client's business issues. I have 25 years experience in the information technology field and 12 years experience in K-12 education.

Professional Experience

Solutions Architect— Networking

2010 - Present

Assess current state of networking environment and determine technological needs as it relates to a client's business model and practices

Develop technical specifications and requirements according to the client's needs in order to produce solutions to business problems

Design public and/or private networks including WAN and Internetwork, LAN, Wireless LAN, Voice and Data (wired and wireless), VPN, Extranet, Collaboration and Router/Switches

Design work includes placement and specification of servers, routers, switches, firewalls, remote access systems, and network management systems.

Serve as a liaison with network engineers, vendors, and other providers in installation of network.

Attends customer meetings to provide technical consultation to address various business impacting decisions from an IT perspective.

Perform ongoing research of new systems and technologies that would be beneficial to our customers and to the success of their businesses

Create a Bill of Materials for hardware, software, implementation, and knowledge transfer

Internetworking Consultant

2007—2010

Served as an advanced professional and technical consultant being tasked with designing, selecting, implementing, and maintaining various networking hardware, software, and communications equipment

Implemented various internetworking and IP Telephony systems with specific concentration on Cisco-based solutions

Performed ongoing advanced technical tasks, including optimization of network infrastructure and VoIP communications equipment, identification and resolutions of networking anomalies, initiation of various network assessments and audits with presentation of preventative measures and remediation thereafter

Developed and maintained network documentation, including network diagrams, addressing schemes, server, router, switch, firewall, and security configurations

Performed research and development of new systems and technologies that would be beneficial to our customers

Professional Experience, cont'd

Information Systems Specialist IV

1997—2007

Served as an advanced technical support engineer for the State of West Virginia with specific concentration on the WV Department of Environmental Protection.

Performed advanced professional and technical consulting tasks in designing, selecting, implementing, and maintaining various networking hardware, software, and communications equipment

Performed installation, configuration, and maintenance of Cisco equipment for the State, which includes various routers, Catalyst switches, PIX firewalls, VPN concentrators, remote access and RADIUS servers, and wireless devices

Performed installation, configuration, and maintenance of Cisco IP Telephony systems throughout the State, which includes Cisco CallManager on various platforms, Cisco Unity, CallManager Express, Unity Express, and various voice gateways

Performed ongoing advanced technical tasks, including optimization of communications equipment, identification and resolutions of networking anomalies, initiation of security audits and preventative measures thereafter, and network traffic management

Served an advanced technical role on projects involving interconnectivity between various federal, state, local, and other information systems

Maintained network documentation, including network diagrams, addressing schemes, and server, router, switch, firewall, and security configurations

Installed, configured, and maintained the State's Novell Netware infrastructure

Experienced in cable installation and terminations, including Category 3 through 6

Designed, specified, and procured network systems and peripherals in accordance with State purchasing guidelines

Performed research and development for new systems and technologies that would be beneficial to the State

Provided hardware/software technical support for end users

Served on various state-sponsored committees relating to advanced technical issues and standardizations

Network Engineer

1997—1999

Designed, specified, installed, and configured networked systems and peripherals including, but not limited to, file servers, workstations, cabling, UPS systems, tape backup systems, and network printers for the WV Department of Education SUCCESS contract

Designed, specified, installed and configured wide area networking equipment including routers, CSU/DSUs, and switches

Provided design consultation services to customers based on their business needs

Provided second level hardware/software technical support for customers, system administrators, and other PCR staff members

Professional Experience, cont'd

Network Engineer (cont'd)

1997—1999

Troubleshooting various system and protocol problems

Installation and troubleshooting of Category 5, Type 1, coaxial, and fiber cables

Hardware repairs and maintenance

Installation, configuration, and troubleshooting application software on file servers and workstations

Train customer system administrators on using network services and general administration duties

Information Systems Specialist II

1992—1997

Wide Area Network Administrator of 12 Netware 3.x and 5 Netware 4.x servers servicing approximately 750 nodes at DEP headquarters and 14 field offices

Designed and implemented migration plan to upgrade all Netware 3.x servers to Netware 4.x

Upgraded Netware Multiprotocol Routers to Cisco 4000 routers using frame relay

Installed, configured, and maintain 1 Cisco 7507 router and 13 Cisco 4000 routers

Maintain TCP/IP Internet connectivity to access federal database systems

Implement & maintain desktop Internet connectivity for staff members

Maintain Netware SAA gateway that connects users to the State mainframe systems

Installation of Category 5, Type 1, coaxial, and twinaxial cabling

Hardware/PC repairs and maintenance

Installed, configured, and maintain tape backup system for DEP headquarters consisting of a six-cartridge autoloader and server-based backup software

Design and specify network systems and peripherals such as file servers, workstations, cabling, UPS systems, tape backup systems, connectivity and communication equipment

Installation and configuration of application software on file servers and workstations

Prepare and update technical documentation on the Wide Area Network

Purchased hardware and software in accordance with State purchasing guidelines

Trained users in various application software packages and use of network services

Provide hardware/software technical support for end users

Designing WAN security plan, implementing firewalls and maintaining access lists on routers

Designing disaster recovery plan for DEP headquarters and the 14 field offices

Backup LAN administrator for DEP headquarters (5 file servers with 230 nodes)

Backup systems administrator for 2 Oracle database servers

Backup administrator of Lotus cc:Mail post offices and Email gateways

Professional Experience, cont'd

Network Administrator

1989—1992

Troubleshooting various system and protocol problems

Installation and troubleshooting of Category 5, Type 1, coaxial, and fiber cables

Hardware repairs and maintenance

Installation, configuration, and troubleshooting application software on file servers and workstations

Train customer system administrators on using network services and general administration duties

Education, Training and Certifications

Associate Degree: Computer Science, May 1988, Southern WV Community College

Certifications and Training

Cisco

Cisco Certified Network Professional, Voice (CCNP Voice)

Cisco Certified Network Associate (CCNA) Routing and Switching

Cisco Certified Network Associate, Voice (CCNA Voice)

Cisco Unified Computing Technology Support Specialist

Cisco Unified Computing Technology Design Specialist

Cisco Data Center Support for UC Specialist

Cisco Data Center Storage Networking Support Specialist

Cisco Data Center Architecture Design Specialist

Unified Computing Technology Systems Engineer Representative

Express Collaboration Systems Engineer Representative v2

Express Collaboration Systems Engineer Representative

Data Center Architecture Systems Engineer Representative

Unified Computing Technology Field Engineer Representative

Unified Computing Technology Account Manager Representative

CompTIA

CompTIA A+

CWNP

Certified Wireless Network Administrator (CWNA)

Education, Training and Certifications, cont'd

Certifications and Training

Extreme Networks

OneFabric Sales Expert

Extreme Networks Solutions Engineer

Extreme Networks Design Professional

Extreme Networks Sales Professional

HP

HP Accredited Integration Specialist (HP AIS) Network Infrastructure

HP Accredited Systems Engineer (HP ASE) Network Infrastructure

Meraki

Cisco Meraki Network Associate

Novell

Master Certified Network Engineer (MCNE)

References

Roger Chapman/WV Office of Technology/304-957-8274

Neil Chakrabarty/WV Department of Environmental Protection/304-926-0440