



WV Network for Educational Telecomputing

837 Chestnut Ridge Road
Morgantown, WV 26505

Voice: (304) 293-5192
Fax: (304) 293-5540

Purchase Order

42001B

Please show this number on all packages and documents related to this order.

P Doc No.:

Page #:

Vendor:
Pomeroy
500 Westmoreland Business Park
Dunbar WV 25064

Ship to:
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

Invoice to:
Accounts Payable
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

WVFIMS: 322743

FEIN: 611-352-158

Date	Buyer	Ship Via	F. O. B.	P. O. Date	Terms	Delivery Date Required
12/01/2011	GK		Destination	12/01/2011	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			<p align="center">CONTRACT ACCEPTANCE</p> <p>This contract will establish an open-end contract from which Higher Education Institutions may purchase Hewlett Packard laptops, desktops, Workstations, servers, blades, storage, monitors, services, and support. RFP #01201.</p> <p>Contract Period: December 1, 2011- November 30, 2012 with the options To renew for five (5) additional one year periods.</p> <p>Contact: William Rutherford Phone: 800-227-8798 Fax: 304-746-4439</p>		

AUTHORIZED AGENT: Greg Kidder 304-293-5192	DISCOUNT	
AUTHORIZED SIGNATURE: <i>Gregory A. Kidder</i> 11/29/11	ADDL. CHARGES	
ATTORNEY GENERAL: (if required)	PURCHASE ORDER TOTAL	OPEN END

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550571237

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by the Institution and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Higher Education Policy Commission, Council for Community and Technical Education or Governing Board, whichever has jurisdiction pursuant to W. Va. Code, shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without the Institution's consent.
4. **INSTITUTION:** For the purposes of these Terms and Conditions, the "Institution" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Vendor.
5. **CANCELLATION:** The Institution may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.
6. **COMPLIANCE:** Vendor shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Vendor shall give prior notification and obtain the approval of the Institution. Time is of the essence of this Order and it is subject to termination by the Institution for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Institution will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Institution.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Institution. Rejection of goods or materials due to nonconformity with the terms, conditions or specifications of this Order, whether held by the Institution or returned to the Vendor, will be at the Vendor's risk and expense.
16. **VENDOR:** For the purposes of these Terms and Conditions, the "Vendor" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase Order from the Institution.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Institution.
18. **TAXES:** The State of West Virginia (the Institution) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, the Institution reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Vendor. The Vendor shall be liable for damages suffered by the Institution resulting from the Vendor's breach of contract.
20. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Institution; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

POMEROY

infrastructure. optimized.SM

October 15, 2011

WVNET
Attention: Chief Procurement Officer, RFP 01201
837 Chestnut Ridge Road
Morgantown, WV 26505

Pomeroy
500 Westmoreland Business Park
Dunbar, WV 25064

Dear Mr. Kidder,

Pomeroy welcomes the opportunity to submit our response to WVNET RFP #01201, Hewlett Packard Equipment and Services. Pomeroy has a long history in West Virginia serving the State of WV, the West Virginia Department of Education, higher education institutions and private business with Hewlett Packard desktops, laptops, workstations, servers, blades, storage, monitors, services, and support.

Pomeroy maintains sales, service and support services for multiple lines of technology equipment. Pomeroy currently maintains the highest partner ranking with Hewlett Packard, Elite Partner, as well as Major National Partner for ESSN and PSG. Our service department includes fully certified professionals with all levels of HP certifications.

Pomeroy will provide sales assistance, current price lists, FOB: Delivered, prepaid/allowed delivery and maintain the capability to sell and service the entire state of West Virginia equally. As evidenced in our current WVDE "Tools for Schools" statewide contract awarded September 2011.

Upon award of this RFP, Pomeroy will provide WVNET the best prices available for HP products throughout the term of this contract. Pomeroy will maintain a current price list at all times providing list prices for products offered under this contract from which the WVNET discount shall apply to arrive at the final price that participating higher education institutions and other entities eligible to purchase under this contract will pay.

It is understood that it is determined that WVNET is not receiving the best prices available, then the contract may be rebid and awarded to the vendor offering better final pricing and support services.

Sincerely,



William Rutherford
Regional Vice-President
Mid-Atlantic

REQUEST FOR
PROPOSALS
WVNET RFP #01201
HEWLETTPACKARDEQ
MENT AND SERVICES

The objective of this RFP is to establish an open end contract from which higher education institutions and other authorized buyers may purchase Hewlett Packard laptops, desktops, workstations, servers, blades, storage, monitors, services, and support. HP printers, scanners, and associated equipment are *NOT included* in this bid. Qualified vendor must provide a letter from Hewlett Packard to prove they are a qualified and authorized HP dealer and have an established relationship with HP for at least one year. Hewlett Packard must assure that the distributor has met their financial, technical and sales requirements. Vendor must be able to provide sales assistance, current price lists, FOB: Delivered, prepaid/ allowed delivery and capability to sell and service the entire state of West Virginia equally. Vendor must complete this proposal in accordance with the attached instructions. Vendor inquiries must be received prior to 5:00p.m., October 6, 2011. Proposals will be received until 1:00 p.m., October 19, 2011.

Throughout the term of this contract, WVNET expects to receive the best prices available for HP products. A current price list must be provided by the successful vendor at all times identifying the list price for products offered under this contract from which the WVNET discount shall apply to arrive at the final price that participating higher education institutions and other entities eligible to purchase under this contract will pay. If it is determined that WVNET is not receiving the best prices available, then the contract may be rebid and awarded to the vendor offering better final pricing and support services.

PART I - INSTRUCTIONS TO BIDDERS

1. Use the forms provided by WVNET, as instructed.
Pomeroy understands and will comply with this statement
2. All proposals are considered F.O.B. destination, prepaid and allowed.
Pomeroy understands and will comply with this statement
3. All proposals must be delivered by the bidder to this office shown below prior to the date and time of the bid opening. Failure of the bidder to deliver the proposal on time will result in disqualification.

ORIGINAL SIGNED, SEALED BID TO:

WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505

ATTENTION: CHIEF PROCUREMENT OFFICER, RFP 01201

Pomeroy understands and will comply with this statement

4. WVNET reserves the right to extend this contract to other State/Local agencies, and K-12 public education. If the pricing would differ, please provide additional pricing for these agencies or schools as part of this bid.

Pomeroy understands and will comply with this statement

5. This RFP will be posted on the WVNET website address below and may be viewed and downloaded.
In addition, all addenda and written answers to vendor questions will be posted on the WVNET website. Vendors are responsible for checking the website for additional information and addenda pertaining to this RFP.

http://www.wvnet.edu/index.pbp?option=com_content&task=view&id=366

Pomeroy understands and will comply with this statement

PART II: GENERAL TERMS & CONDITIONS FOR RFP #01201

1. Awards will be made in the best interest of WVNET, WV Higher Education Institutions and the State of West Virginia.

Pomeroy understands and will comply with this statement

2. WVNET may accept or reject in part, or in whole, any bid.

Pomeroy understands and will comply with this statement

3. All quotations are governed by the West Virginia Code and the rules and regulations of the Higher Education Policy Commission.

Pomeroy understands and will comply with this statement

4. Each bidder must be a registered vendor with the State of WV prior to any award. The vendor must also pay the registration fee.

Pomeroy understands and will comply with this statement. Pomeroy has been and continues to be a registered vendor with the State of WV.

5. All services performed or goods delivered under higher education purchase orders are to be continued for the term of the purchase order, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this purchase order/contract becomes void and of no effect after June 30.

Pomeroy understands and will comply with this statement

6. Payment may only be made after the delivery and acceptance of goods or services. Advance payments are not allowed.

Pomeroy understands and will comply with this statement

7. Interest may be paid for late payment in accordance with the West Virginia Code.

Pomeroy understands and will comply with this statement

8. West Virginia Resident Vendors may claim the resident vendor preference upon written request with the vendor's response by completing the attached State of West Virginia Vendor Preference Certificate.

Pomeroy understands and will comply with this statement. The West Virginia Vendor Preference Certificate is attached at the end of this document.

9. All State of WV Higher Education Institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes. Exemption Certificates may be requested from the individual College and Universities. Private Colleges in WV eligible to use this contract must supply this information to the vendor(s).

Pomeroy understands and will comply with this statement

10. The WVNET Chief Procurement Officer may cancel any purchase order/contract upon 30 days written notice to the seller.

Pomeroy understands and will comply with this statement

11. The laws of the State of West Virginia and the rules and regulations of the Higher Education Policy Commission shall govern all rights and duties under the contract.

Pomeroy understands and will comply with this statement

12. If it is the intent of the apparent successful vendor to require the State to execute the vendor's contract, such contract must be attached for consideration with the proposal. It will also be a requirement of the successful vendor to sign the "Agreement Addendum" form (WV-96) which is attached for your review.

Pomeroy understands and will comply with this statement. A signed "Agreement Addendum" form (WV-96) is signed and attached at the end of this document.

13. This open-end contract is to become effective upon issuance of a purchase order for one year, with options to renew for five (5) successive years.

Pomeroy understands and will comply with this statement

14. Vendor must utilize the product/price list that HP has at this web address:
<http://h18000.www1.hp.com/showroom/ipl.html> (US Pricelist) Vendor must include discount percentage(s) to be applied to list prices. Please complete section below:

ADDENDIUM #1 Change

Laptops: Cost plus ___%
Desktops: Cost plus ___%
Workstations: Cost plus ___%
Servers: Cost plus ___%
Blades: Cost plus ___%
Storage: Cost plus ___%
Monitors: Cost plus ___%
Services and Support: Cost plus ___-%

Please see breakdown on document at end of this RFQ

15. Vendor must be able to provide and maintain their own web site where contract information can be located. Contract information should include a contact person, phone number, fax number, and a list of products. It is the vendor's option to list prices. Vendor must agree to allow WVNET's web site to link to their web site so that eligible institutions can get contract information easily.

Pomeroy understands and will comply with this statement

UNDERSTOOD:

Pomeroy understands and will comply with all GENERAL TERMS & CONDITIONS FOR RFP #01201

PART III- PROCEDURAL SPECIFICATIONS

The objective of the Request for Proposal (RFP) is to establish a qualified vendor from which colleges and universities, WVNET and the HEPC and other authorized buyers may purchase Hewlett Packard equipment and peripherals.

Pomeroy understands with this statement

The items bid are to be current products from the vendor's product line. This is not a mandatory contract for use by the higher education institutions; but is made available for the convenience of those colleges, universities and agencies as requested.

Pomeroy understands and will comply with this statement

The purpose of Part III is to provide information to the vendor explaining what is expected when responding to this request.

A. VENDOR PROPOSALS

1. The vendor must respond affirmatively to each mandatory requirement of this RFP.
2. A vendor's response should consist of:
 - a. a copy of the RFP with the vendor's understanding of each requirement, sequentially numbered and inserted in proper position;
 - b. discount percentages designated on form on page 2 of the RFP;
 - c. the vendor's completed WV-96 (see attached WV-96 form);
 - d. the in-state vendor preference sheet, if applicable (see attached WV Vendor Preference Certificate).
 - e. Letter(s) from the manufacturer authorizing educational/state government sales in WV. Any proposal that does not adhere to this format, and/or which does not address each requirement within the RFP, may be deemed non-responsive and rejected on that basis.

Pomeroy understands and will comply with this statement. Please see all documents from A.2 at the end of this document.

3. WVNET reserves the right to waive any informalities in the proposal format.

Pomeroy understands and will comply with this statement

4. The vendor should provide one (1) complete copy of their proposal for use in the evaluation process, along with one (1) signed original. Electronic copies of the proposal should also be included in a MS Word or pdf format.

Pomeroy understands and will comply with this statement

5. Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's capability to satisfy the requirements of the RFP.

Pomeroy understands and will comply with this statement

6. The vendor will bear all costs associated with the preparation and presentation of the vendor's proposal. Neither WVNET, nor the State of West Virginia, in general, will in any way be obligated by the vendor's response to this RFP.

Pomeroy understands and will comply with this statement

7. If the proposals contain any information that the vendor does not want disclosed to the public or used by the State for any purpose other than to evaluate the proposal, such information must be included under separate cover and clearly marked as follows:

"THIS PAGE SHALL NOT BE DISCLOSED, DUPLICATED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL."

This restriction may only apply to information that is specifically exempted from disclosure under Article 1, Chapter 28B of the West Virginia Code (West Virginia Freedom of Information Act).

Pomeroy understands and will comply with this statement

UNDERSTOOD:

Pomeroy understands and will comply with all PROCEDURAL SPECIFICATIONS outlined in this RFP.

B. SCHEDULE OF EVENTS FOR RFP# 01201

- | | | | |
|----|---|-----------|--------------------|
| 1. | Release of RFP: | | September 27, 2011 |
| 2. | Deadline for written questions: | 5:00 p.m. | October 6, 2011 |
| 3. | Distribution of responses to written questions: | | October 11, 2011 |
| 4. | Bid Opening Date and Time | 1:00 p.m. | October 19, 2011 |
| 5. | Estimated date of award of bid: | | October 28, 2011 |

Pomeroy understands and will comply with this statement

C. RELEASE OF RFP

1. This RFP is being issued by WVNET on September 27, 2011.
2. Deadline for Vendor Written Inquiries

Potential vendors may submit written questions relative to the intent or clarity of this RFP until the close of business on October 6, 2011. All written questions must be addressed to: Chief Procurement Officer, WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505. Fax: 304-293-5540; E-mail: gkidder@mail.wvnet.edu

3. Response to Vendor Questions

Written responses to written questions and any RFP amendments, if necessary, will be placed on the web site by October 11, 2011 for all recipients to view.

4. Bid Opening Date and Time

All vendor proposals must be received at WVNET prior to 1:00 p.m. on Wednesday, October 19, 2011.

Pomeroy understands and will comply with this statement

D. CONTRACT AWARD

Upon receipt of each vendor's response, WVNET will review each response and confirm compliance with the RFP mandatory requirements, procurement guidelines, and contractual obligations. WVNET intends to enter into an agreement with the apparent successful vendor(s) with an initial term of 12 months, and options to renew each year for (5) five additional years. WVNET reserves the right to exercise the option of renewal.

Pomeroy understands and will comply with this statement

UNDERSTOOD:

Pomeroy understands and will comply with all Stated Schedule of Events, Release of RFP and Contract Award statements.

1. Items shipped must be in compliance with the specifications of the institution.
ANY DEVIATION OR SUBSTITUTION MUST BE CLEARLY MARKED BY THE VENDOR

Pomeroy understands and will comply with this statement

2. All vendor quotations are considered F.O.B. Destination, prepaid and allowed.

Pomeroy understands and will comply with this statement

3. Vendor must provide the WVNET purchasing department copies of current price lists (or web links to current price lists), catalogs and product information to aid in configuration. These updates should be sent to WVNET on a quarterly basis.

Pomeroy understands and will comply with this statement

4. After vendor receipt of purchase order:

- a. When approved by the institution's purchasing department, the institution will fax, email, or mail a copy of the purchase order to the vendor.

Pomeroy understands and will comply with all the above statements

- b. The vendor will not deliver partial shipments unless approved by the institution.

Pomeroy understands and will comply with all the above statements

- c. If the vendor does not deliver as specified in the vendor's response or the date agreed upon by the institution and the vendor, the institution may file a Vendor Complaint Form and send it to WVNET notifying them of the vendor's non-performance. Upon three vendor complaints the vendor may be asked to meet with a representative from WVNET.

Pomeroy understands and will comply with all the above statements

- d. The vendor must agree to ship all items complete with a all of the manufacturer's normal inclusions, such as, but not limited to, manuals, registration cards, cables, nuts and bolts, etc.

Pomeroy understands and will comply with all the above statements

UNDERSTOOD

Pomeroy understands and will comply with all the above statements.

G. PRIME CONTRACTOR RESPONSIBILITIES

The vendor must assume full responsibility for delivery, warranty, maintenance of all equipment and software, and support services provided under this contract. Further, WVNET will consider the selected vendor to be the sole point of contact with regard to contractual matters. All use of subcontractors must be specifically identified in the vendor's proposal and the Prime Contractor must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must have at least one (1) year of experience in the services they will be providing.

Pomeroy understands and will comply with all the above statements. Pomeroy does not utilize subcontractors as all staff representing Pomeroy are W2 employees. Pomeroy understands the role of the Prime Vendor for the scope of this RPF. Currently Pomeroy is the sole prime vendor for the WVDE "Tools for Schools" contract. Pomeroy has been in the prime vendor for all 55 counties in WV for the past 15 years.

Use of subcontractor does not relieve the vendor of sole responsibility for performance under the contract. If at any time the subcontractors of the Prime Contractor change, WVNET must be notified in writing and a change order must be completed. The Prime Contractor shall be

responsible for meeting all of the terms and conditions resulting from this RFP.

Pomeroy understands and will comply with all the above statements. However, Pomeroy does not employ subcontractors on any contract.

UNDERSTOOD

Pomeroy understands and will comply with all the above statements.

H. PATENT AND COPYRIGHT PROTECTION

The vendor shall defend, at its own expense, the State and its agencies against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages, and attorneys' fees that a court finally awards as a result of such claim. To qualify for

such defense and/or payment, the State shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes, or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense:

(1) Provide the State the right to continue using the product or service; (2) replace infringing; or (3) accept the return of the service and product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by the State to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

UNDERSTOOD

Pomeroy understands and will comply with all the above statements.

I. WARRANTY

The vendor must pass on all manufacturers' warranty to the institutions. The vendor must fully describe his warranty options in the response to this RFP. Description must include on-site / mail-in warranty services. The vendor should describe any extended warranty options.

UNDERSTOOD

Pomeroy understands and will comply with all the above statements. Pomeroy will provide warranty service and partner certified OEM warranty support. Please see below in section K.2. for full HP Warranty information.

J. VENDOR CAPABILITY AND STABILITY

1. Each vendor must be a registered vendor with the State of West Virginia Purchasing Division prior to any award.
Pomeroy understands and will comply with this statement. Pomeroy has been and is currently registered with the State of WV as an approved vendor.
2. The vendor must have at least one (1) year of experience providing HP equipment and services, and have a letter from HP stating this fact.
Pomeroy understands and will comply with this statement. Documentation as to Pomeroy's Elite Partner Status is attached at the end of this document.
3. Financial position of vendor; e.g. (Dun & Bradstreet Rating). Vendor must explain what percentage of their volume this contract would include and how the vendor plans to handle the volume financially.
Pomeroy has provided corporate financials along with Dun & Bradstreet Ratings at the end of this document. Pomeroy currently has a \$60 million floor plan to use for purchase and carrying accounts receivable.
4. Vendor must provide Two (2) written customer references, preferably in education or governmental organizations. One (1) of these customer references must be for companies, schools, or agencies located within West Virginia. All customer references must be on company letterhead and must be for clients who have purchased HP equipment as specified in this RFP.
Pomeroy understands and will comply with this statement. Information for References will be found at the end of this document.

UNDERSTOOD

Pomeroy understands and will comply with all the above statements.

- A. *Pomeroy is a registered vendor with the State of WV Purchasing Division and has maintained this status for over 15 years.*
- B. *Pomeroy has multiple years of experience in providing HP equipment and services for the State of West Virginia and its agencies, higher education, K-12, local government and commercial clients. A letter of from HP is included in the Supporting Documentation.*
- C. *A Statement of financial position is included in the Supporting Documentation.*
- D. *Customer reference letters are in the Supporting Documentation.*

K. PRICING AND EVALUATION CRITERIA

1. Please provide your proposed percentage off published list price discount as defined on page 2 of this RFP.
Pomeroy understands and will comply with all the above statements. Please see supporting documentation.

2. Specify warranty maintenance coverage from manufacturer for optional levels of service defined below. Response time must meet a minimum of two (2) hour call back when a service call is logged; eight (8) hour on-site service; forty-eight (48) hour repair time maximum, or loaner provided. Vendor or service agent must stock parts and spares for repair purposes. Explain warranty service call procedures.
Optional Coverage:
 - a. 8-5 M-F; 8 hour on-site response
HP Care Packs are Available to Purchase
 - b. 8-5 M-F; 4 hour on-site response
HP Care Packs are Available to Purchase
 - c. Return to manufacturer warranty
*Pomeroy will help facilitate with HP return to Manufacture warranty*Standard HP Warranty
Varies for each item class purchased and will be passed on to WVNET contract.

For a more simple approach to support for HP hardware, HP Care Pack Services offer a fixed level of support for each individual item of hardware in return for a fixed price. Purchasing HP Care Pack Services will extend and uplift the support available under the warranty of HP hardware. HP Care Pack Services can also be purchased outside the initial warranty period.

Some of the benefits of HP Care Pack Services are:

- A wide range of service levels ranging from next business day to 6-hour call-to-repair.
- Fixed support costs with no unexpected charges for labor.
- Fast access to HP parts and an accredited HP engineer.
- Flexible support available to cover hardware items of differing importance to you

Types of hardware warranty service

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the "[Limited warranty period](#)" section.

Customer self repair

HP products are designed with many Customer Self Repair (CSR) parts to minimize repair

time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which customer self repair is mandatory. If you request HP to replace these parts, you will be charged for the travel and labor costs of this service.
- Parts for which customer self repair is optional. These parts are also designed for customer self repair. If, however, you require that HP replace them for you, this may be done at no additional charge under the type of warranty service designated for your product.

Based on availability and where geography permits, CSR parts will be shipped for next business day delivery. Same-day or four-hour delivery may be offered at an additional charge where geography permits. If assistance is required, you can call the HP Technical Support Center and a technician will help you over the phone. HP specifies in the materials shipped with a replacement CSR part whether a defective part must be returned to HP. In cases where it is required to return the defective part to HP, you must ship the defective part back to HP within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a customer self repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used.

Parts only warranty service

Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

Advanced unit replacement warranty service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.

Pick up and return warranty service

Your HP Limited Warranty may include a pick up and return warranty service. Under the terms of pick up and return service, HP will pick up the defective unit from your location, repair it, and return it to your location. HP will incur all repair, logistics, and insurance costs for this type of service.

Mail-in warranty service

Your HP Limited Warranty may include a mail-in warranty service. Under the terms of mail-in service, you will be required to ship your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to the repair location. In addition, you are responsible for insuring any product you ship, and you assume risk of loss during shipping. HP will return the repaired product to you and incur all logistics and insurance costs to return the product to you.

Carry-in warranty service

Your HP Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to and from the service location. In addition,

you are responsible for insuring any product shipped or returned to an authorized service location, and you assume risk of loss during shipping.

On-site warranty service

Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:

- *Remotely*
- *By the use of a CSR part*
- *By a service call at the location of the defective unit*

If HP ultimately determines that an on-site service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 08:00 to 17:00, Monday through Friday, but may vary with local business practices. If the location of the defective unit is outside the customary service zone (typically 50km), response times may be longer or there may be additional charges. To locate the nearest HP authorized service provider, refer to the HP website at www.hp.com/support.

In order to receive on-site support, you must:

- *Have a representative present when HP provides warranty services at your site*
- *Notify HP if products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors*
- *Subject to its reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support*
- *Ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible*
- *Maintain an environment consistent with product specifications and supported configurations*

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the "[Limited warranty period](#)" section.

Options limited warranty

The Limited Warranty terms and conditions for most HP-branded options (HP Options) are as set forth in the Limited Warranty applicable to the HP Option and are included in the HP Option product packaging. If your HP Option is installed in an HP Hardware Product, HP may provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is being installed, whichever period is the longer unless stated otherwise in the "[Limited warranty period](#)" section. In all cases, the warranty period of the HP Option will not exceed three (3) years from the date you purchased the HP Option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for more details. Non-HP options are provided "AS

IS". However, non-HP manufacturers and suppliers may provide warranties directly to you.

Spare parts

All HP spare parts (see Notes 1 and 2 below) that are used to replace defective parts in a HP product are entitled to:

- the remaining service period of the product in which it is installed; or
- 90 days parts replacement warranty, whichever is greater.

This may include free on-site repair if the HP product is entitled to on-site warranty. See Table - Warranty Services Table.

NOTE 1: The replacement spare part must be a genuine HP spare part.

NOTE 2: This does not include Spare Rechargeable Battery Packs, Spare Compaq Netelligent Products and Network Interface Cards, Microcom Integrated Access Devices, and Compaq External Modems (see below).

Spare Compaq Rechargeable Battery Packs are entitled to a 12 month Parts-only Warranty. Spare Compaq Netelligent, Compaq External Modems and Microcom Integrated Access Products are entitled to the remaining warranty of the replaced product as shown in Table. They do not adopt the remaining service period of the product to which they are connected and or any warranty services to which the product is entitled (this/which may include free on-site repair). Spare Netelligent Network Interface Cards receive lifetime Parts-only Warranty.

NOTE: Spare Part, provided that the replacement part is a genuine HP spare part, purchased to repair "Out of Warranty" machines are entitled to 90 days parts-only warranty from date of sale of the spare part to the End User. It is a requirement that an End User Proof of Purchase is provided when claiming spare part warranty. Validation of the spare part warranty will be made against this Proof of Purchase. This may be dependent on local country legislation.

3. Evaluation Criteria	Points
a. Cost	60
b. Qualifications	15
c. References	10
d. Capability to sell and service State of WV	15
Total Points	100

WVNET reserves the right to select the vendor(s) which it deems to offer the best overall solution to serve the institutions statewide. Multiple vendors may be selected as a result of the evaluation of the received RFP's.

Pomeroy understands and will comply with all the above statements

4. WVNET reserves the right to add other products to keep up with rapid changes in technology during the term of this contract. These changes will be done without a formal change order unless there are changes to the terms and conditions of the contract.

Pomeroy understands and will comply with all the above statements

5. The vendor should supply WVNET with quarterly reports of order volume against this contract. Information could include, but is not limited to, number of orders, institutions utilizing this contract, and dollar volume.

Pomeroy understands and will comply with all the above statements

UNDERSTOOD

Pomeroy understands and will comply with all the above statements.

"THIS PAGE SHALL NOT BE DISCLOSED, DUPLICATED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL."

Discount percentages designated on form on page 2 of the RFP

Discount Structure

Laptops: US List price - 18%=Discount

Desktops: US List price - 25%=Discount

Workstations: US List price - 30%=Discount

Servers: US List price - 27%=Discount

Blades: US List price - 25%=Discount

Storage: US List price - 20%=Discount
Volume Storage is 20%off
Value Storage: Will be priced on each deal

Monitors: US List price - 30%=Discount

Services and Support: US List price - 25%=Discount

Networking: US List price - 34%=Discount

Price to WVNET Contract

Pomeroy proposes to a Discount + 5% on all products

"THIS PAGE SHALL NOT BE DISCLOSED, DUPLICATED, OR USED IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL."

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WVNET

Signed: [Signature]

Title: Chief Procurement Officer

Date: 11/28/11

VENDOR

Company Name: Pamsey

Signed: [Signature]

Title: REGIONAL VP - MID ATLANTIC

Date: 10-17-2011



October 17, 2011

REFERENCE:

Pomeroy IT Solutions Inc
1020 Petersburg Rd
Hebron, KY 41048-8222

To whom it may concern:

Pomeroy IT Solutions Inc at 1020 Petersburg Rd Hebron, KY 41048-8222 has been an HP Authorized Reseller since 10/30/2003.

The Partner is authorized for the following:

- **Open Distribution** includes, but are not limited to, iPaks, personal printers, media Products and HP Networking Open Product Lines.
- **US Partner Agreement** - which includes but not limited to imaging and printing, personal systems, industry standard servers, and business class storage products.
- **ABSP Addendum**
- **ASMP Addendum**
- **ASP Addendum**
- **ASSP Addendum**
- **Agent Addendum**
- **Internal Purchase Program Addendum**
- **Enterprise Storage Works** - Central, Great Lakes, Southeast: Avnet

- **UX Servers (includes any UX Servers, Integrity Servers running UX, Linux and Windows 8-way and above, & Integrity running OpenVMS) - Great Lakes: Avnet**
- **Enterprise Integrity Servers Win/Lin - Great Lakes: Avnet**
- **Integrity Servers OPENVMS - Great Lakes: Avnet**
- **UX Workstations Sales - Great Lakes: Avnet**
- **Qualified Software - US: Avnet**
- **HP Enterprise Networking - Central, Great Lakes, Southeast: Arrow ECS, Avnet, Ingram, Synnex, Tech Data**
- **Primary Business Model - Solution Implementor**

Sincerely,



Oscar Ballesterio S.
Hewlett-Packard Company
Americas Partner Contracts and Compliance



**Hewlett-Packard Company
Certificate of Authorization**

This is to certify that as of September 30, 2011

Pomeroy IT Solutions Inc

is an authorized Hewlett-Packard Partner

Francis Garrido

US Contract & Compliance Manager

2011

Elite Partner
K-12 Education



Formeroy IT Solutions Inc

Recognized by Hewlett-Packard Company for superior customer expertise.

As a Public Sector - K12 Elite Partner, you have met high standards of expertise in the broad range of IT solutions for the Kindergarten thru High School education market.

Public Sector - K12 Education Elite Partners are recommended by HP

Stephen DiFranco, VP & GM
Americas Solution Partners Organization



RFP
RFQ No. WVNET RFP #01201

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: POMEROY

Authorized Signature: *Bill Entwistle* Date: 10-17-2011

State of West Virginia

County of Marshall, to-wit:

Taken, subscribed, and sworn to before me this 17 day of Oct, 2011.

My Commission expires Aug 22, 2016

AFFIX SEAL HERE

NOTARY PUBLIC *Judith A. Snodgrass*





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF KANAWHA, TO-WIT:

I, Bill Rungeford, after being first duly sworn, depose and state as follows:

- 1. I am an employee of POMEROY; and,
(Company Name)
- 2. I do hereby attest that POMEROY
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

POMEROY
(Company Name)

By: Bill Rungeford x Bill Rungeford

Title: REGINA VP - MID-ATLANTA

Date: 10 - 17 - 2011

Taken, subscribed and sworn to before me this 17 day of Oct 2011.

By Commission expires Aug 22 2016



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Judith A. Snodgrass
48 Snodgrass Lane
P.O. Box 336
Comfort, WV 25049

Judith A. Snodgrass
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Reference

West Virginia Office of Instructional Technology

Building 6, Room 346, 1900 Kanawha Boulevard, East
Charleston, West Virginia 25305-0330

Phone: (304) 558-7880 **Fax:** (304) 558-2584

<http://wvde.state.wv.us/technology>

Beane, Jr., Sterling 304-957-9833 sbeane@access.k12.wv.us

Title : Coordinator

Office : Office of Instructional Technology

Location : Capitol

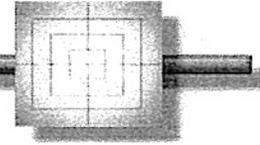
Room : 346

Extension : 53322

This office has worked closely for the past 15 years on the West Virginia "Tools for Schools" Contract.

They are prohibited from giving written references but have indicated that they would be happy to give a reference and/or answer any questions as to Pomeroy's ability to perform for this contract.

Public Service Commission
of West Virginia



Administrative Division
P. O. Box 812
Charleston, WV 25323
304-340-0322
Fax: 304-340-3742

October 17, 2011

To Whom it may be concerned:

This letter is a reference letter for Pomeroy IT Solutions regarding their business and support with HP computers.

We have worked with Pomeroy for several years and have found that they are dependable with their service and supportive with any questions we have and requests. Pomeroy is also quick to respond with our needs.

I would recommend Pomeroy for your computer needs whether it be in purchasing, design or support.

If you should have any questions, please feel free to contact me at 304-340-0322 or email me at crandolph@psc.state.wv.us.

Very truly yours,

Cynthia Randolph
Administrative Assistant
Purchasing



P.O. BOX 2067
CHARLESTON, WV 25327

PHONE: 304-558-0500
FAX: 304-558-3321

Earl Ray Tomblin
Governor

John C. Musgrave
Director

October 18, 2011

TO WHOM IT MAY CONCERN:

As the Purchasing Agent for the West Virginia Lottery, I have solicited numerous bids for various products and services from Pomeroy IT Solutions over the past ten years. Pomeroy provides competitive bids, prompt delivery, and service after the sale.

Sincerely,


Becky Jones
Purchasing Agent



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Earl Ray Tomblin
Governor

Robert W. Ferguson, Jr.
Cabinet Secretary

Kyle Schafer
Chief Technology Officer

October 18, 2011

TO WHOM IT MAY CONCERN,

I am the Procurement Officer for the Office of Technology and can confirm that our agency has done business with Pomeroy IT Solutions for several years and I am pleased to recommend their business for HP sales and support. Pomeroy IT Solutions offers competitive bids with top-notch quality, service.

Thank you,

A handwritten signature in cursive script that reads "Linda Harper".

Linda Harper
ASA III/Procurement Officer