



# Commonwealth of Kentucky

## MASTER AGREEMENT

**IMPORTANT**

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> S D S - Pomeroy		
<b>Doc ID No:</b> MA 758 C-03125523 4	<b>Proc Folder:</b> 7705	
<b>Procurement Type:</b> Standard Services		
<b>Effective Date:</b> 2003-09-01	<b>Expiration Date:</b> 2008-10-31	<b>Not To Exceed Amount</b>
<b>Administered By:</b> NANCY HAGGERTY		<b>Cited Authority:</b> FAP111-35-00-S
<b>Telephone:</b> 502-564-9880	<b>Issued By:</b> SUSAN NOLAND	

**Reason For Modification:** To renew contract (final renewal). Documentation on file in OMPS. Modification by SN.

<b>V E N D O R</b>	POMEROY IT SOLUTIONS  1020 Petersburg Road ATTN: BRETT KISER Hebron KY 41048 US
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Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	S D S - Pomeroy		0.00		0.00000	0.00	0.00

Extended Description

S D S - Pomeroy

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	S D S - Pomeroy		0.00		0.00000	0.00	0.00

Extended Description

S D S - Pomeroy

<b>Total Order Amount:</b>	<b>0.00</b>
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<b>C-03125523-6</b>	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 2</b> <b>of 2</b>
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See Header Attachments for Terms and Conditions



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<b>Doc Description:</b> S D S - Pomeroy		
<b>Doc ID No:</b> MA 758 C-03125523 7	<b>Proc Folder:</b> 7705	
<b>Procurement Type:</b> Standard Services		
<b>Effective Date:</b> 2003-09-01	<b>Expiration Date:</b> 2009-10-31	<b>Not To Exceed Amount</b>
<b>Administered By:</b> NANCY HAGGERTY		<b>Cited Authority:</b> FAP111-57-00-S2
<b>Telephone:</b> 502-564-9880	<b>Issued By:</b> Stephanie Williams	

**Reason For Modification:** 8-25-08 (SL) Updated Issuer per Stephanie's request.

<b>V E N D O R</b>	POMEROY IT SOLUTIONS  1020 Petersburg Road ATTN: BRETT KISER Hebron KY 41048 US
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Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	S D S - Pomeroy		0.00		0.00000	0.00	0.00

Extended Description

S D S - Pomeroy

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	S D S - Pomeroy		0.00		0.00000	0.00	0.00

Extended Description

S D S - Pomeroy

<b>Total Order Amount:</b>	<b>0.00</b>
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<b>C-03125523-6</b>	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 2</b> <b>of 2</b>
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See Header Attachments for Terms and Conditions



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IMPORTANT
Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> S D S - Pomeroy		
<b>Doc ID No:</b> MA 758 C-03125523 9	<b>Proc Folder:</b> 7705	
<b>Procurement Type:</b> Standard Services		
<b>Effective Date:</b> 2003-09-01	<b>Expiration Date:</b> 2010-02-28	<b>Not To Exceed Amount</b>
<b>Administered By:</b> NANCY HAGGERTY		<b>Cited Authority:</b> FAP111-57-00-S2
<b>Telephone:</b> 502-564-9880	<b>Issued By:</b> Stephanie Williams	

**Reason For Modification:** 11-30-09 To attach ARRA Funds Standard Terms and Conditions and Vendor's ARRA agreement letter. See Header for attachments. SM.

<b>V E N D O R</b>	POMEROY IT SOLUTIONS		
	5 FOUNTAIN PLACE		
	FRANKFORT	KY	40601
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	S D S - Pomeroy		0.00		0.00000	0.00	0.00

Extended Description

S D S - Pomeroy

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	S D S - Pomeroy		0.00		0.00000	0.00	0.00

Extended Description

S D S - Pomeroy

<b>Total Order Amount:</b>	<b>0.00</b>
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<b>C-03125523-6</b>	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 2</b> <b>of 7</b>
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See Header Attachments for Terms and Conditions

C-03125523-6	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 3</b> <b>of 7</b>
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## **PREAMBLE**

*To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.*

*For the purposes of applying these terms and conditions, the following definitions apply:*

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

*The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.*

*The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government and the Commonwealth of Kentucky. Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.*

## **AVAILABILITY OF FUNDING**

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

## **BUY AMERICAN REQUIREMENT (IF APPLICABLE)**

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work

C-03125523-6	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 4</b> <b>of 7</b>
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unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

### **CONFLICTING REQUIREMENTS**

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky requirements, the ARRA requirements shall control.

### **FALSE CLAIMS ACT**

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

### **ENFORCEABILITY**

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

### **INSPECTION OF RECORDS**

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

### **JOB POSTING REQUIREMENTS**

Vendors/subrecipients who receive ARRA funded contracts are required to post jobs created and retained as a result of stimulus funds on the Commonwealth of Kentucky Job Bank at: <https://e3.ky.gov/>

### **PROHIBITION ON USE OF ARRA FUNDS**

C-03125523-6	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 5</b> <b>of 7</b>
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Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

## REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Commonwealth with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
  - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
  - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Commonwealth or required by state or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

## SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the

C-03125523-6	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 6</b> <b>of 7</b>
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American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

## **SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS**

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

## **WAGE REQUIREMENTS (IF APPLICABLE)**

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky are located at: <http://www.gpo.gov/davisbacon/ky.html>

## **WHISTLEBLOWER PROTECTION**

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Commonwealth of Kentucky, and all contractors and grantees of the Commonwealth of Kentucky, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

C-03125523-6	<b>Document Phase</b> Final	<b>Document Description</b> S D S - Pomeroy	<b>Page 7</b> <b>of 7</b>
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Brett Kiser  
1020 Petersburg Road  
Hebron, KY 41048  
859-586-0600 x 1174  
888-866-2938 (fax)  
[bkiser@pomeroy.com](mailto:bkiser@pomeroy.com)

July 22, 2009

**Sent Via Fax (502) 564-6013& e-mail to [Sherita.Miller@ky.gov](mailto:Sherita.Miller@ky.gov)**

Sherita Miller, MPA  
Strategic Procurement Specialist I  
Kentucky Finance and Administration Cabinet  
Office of Procurement Services (OPS)  
Division of Technology Services Procurement  
702 Capital Avenue  
Frankfort, Kentucky 40601

**RE: Modification to Kentucky Master Price Contract MA-758-0600000801 for IT Peripherals and Components to incorporate Standard Terms & Conditions for Contracts and Grants using ARRA Funds, dated May 8, 2009**

Dear Ms. Miller:

This letter shall serve to confirm that Pomeroy IT Solutions ("Pomeroy") is in receipt of the Standard Terms and Conditions for Contracts and Grants using American Recovery and Reinvestment Act Funds, dated May 8, 2009 (the "ARRA terms and conditions"), which you delivered to my attention via e-mail on June 12, 2009. Pomeroy understands that your office intends to modify Kentucky Master Price Contract MA-758-0600000801 for IT Peripherals and Components ("Master Agreement") so that state government agencies can utilize the ARRA funds for purchases made from Pomeroy there under. Please be advised that the ARRA terms and conditions have been reviewed and Pomeroy hereby consents to the incorporation of such terms into the Master Agreement and agrees to be bound by such ARRA terms and conditions in the event and to the extent state agencies do make purchases from Pomeroy with the use of AARA funds.

If you need anything further from Pomeroy in this regard, please contact me at your convenience. Otherwise, thank you for ensuring that we have satisfied the requirements necessary to accept ARRA related purchases under the Master Agreement.

Sincerely,

Brett Kiser