



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 @ 5

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**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1682980

Procurement Type: Central Purchase Order

Vendor ID: VS0000015925

Legal Name: Software Information Resource Corp

Alias/DBA:

Total Bid: \$192,646.11

Response Date: 06/03/2025

Response Time: 12:54

Responded By User ID: govt@sirc.net

First Name: Ajay

Last Name: Gandhi

Email: govt@sirc.net

Phone: 2025362800

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2500000022

Published Date: 5/22/25

Close Date: 6/3/25

Close Time: 13:30

Status: Closed

Solicitation Description: Dell Powerstore 500T or Equal

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1682980  
**Solicitation Description:** Dell Powerstore 500t or Equal  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-06-03 13:30	SR 1400 ESR06032500000007435	1

**VENDOR**  
VS0000015925  
Software Information Resource Corp

**Solicitation Number:** CRFQ 1400 AGR2500000022  
**Total Bid:** 192646.10999999999860301613807 **Response Date:** 2025-06-03 **Response Time:** 12:54:18  
**Comments:** Thank you for the opportunity to assist. Please see SIRC QUOTE D25-G5049 for complete pricing. Feel free to contact me if you have any questions. We are SBA Certified and Women-Owned Small Business based in Washington DC.

**FOR INFORMATION CONTACT THE BUYER**  
Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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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	Dell Powerstore 500t or Equal	1.00000	EA	192646.110000	192646.11

Comm Code	Manufacturer	Specification	Model #
43210000			

**Commodity Line Comments:** Please see SIRC Quote D25-G5049 for complete and detailed pricing.

**Extended Description:**

Please see 3.1.1 in Specifications  
See attached documentation for further details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Dell Pro Support 24/7 ProSupport or equal	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43210000			

**Commodity Line Comments:** Please see SIRC Quote D25-G5049 for complete and detailed pricing.

**Extended Description:**

Please see section 3.1.1.11 in Specifications  
See attached documentation for further details.


Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Dell Pro Support Next Business Day on-site service or Equal	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43210000			

**Commodity Line Comments:** Please see SIRC Quote D25-G5049 for complete and detailed pricing.

**Extended Description:**

Please see 3.1.1.12 in Specifications  
See attached documentation for further details.

  <p>730 24th ST NW, STE 3, Washington DC 20037-2500</p> <p><b>SIRC is a Women Owned Small Business</b></p> <p><b>Price Quotation</b></p>				<table border="1"> <tr><td>Date:</td><td>06/03/2025</td></tr> <tr><td>Quote No:</td><td>D25-G5049</td></tr> <tr><td>Quote Expires:</td><td>06/11/2025</td></tr> <tr><td>Shipping Point:</td><td>FOB DEST</td></tr> <tr><td>Terms:</td><td>Net 30</td></tr> <tr><td>Shipping Method:</td><td>Ground</td></tr> <tr><td>Pricing:</td><td>OPEN MARKET</td></tr> <tr><td>Lead Time:</td><td>3-4 weeks ARO</td></tr> <tr><td>Payment Method:</td><td>EFT</td></tr> <tr><td>Discount Terms:</td><td>NONE</td></tr> <tr><td>RFQ Number:</td><td>CRFQ-1400-AGR2500000022-5</td></tr> </table>				Date:	06/03/2025	Quote No:	D25-G5049	Quote Expires:	06/11/2025	Shipping Point:	FOB DEST	Terms:	Net 30	Shipping Method:	Ground	Pricing:	OPEN MARKET	Lead Time:	3-4 weeks ARO	Payment Method:	EFT	Discount Terms:	NONE	RFQ Number:	CRFQ-1400-AGR2500000022-5
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Lead Time:	3-4 weeks ARO																												
Payment Method:	EFT																												
Discount Terms:	NONE																												
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<b>SIRC POC</b>	<b>POC Email</b>	<b>POC TEL</b>	<b>Cage Code</b>	<b>FEIN</b>	<b>DUNS</b>	<b>UEI</b>	<b>URL</b>																						
Harlyne Querubin	<a href="mailto:harlyne.querubin@sirc.net">harlyne.querubin@sirc.net</a>	202-536-2800	1PQ53	54-1727076	93-826-5865	EJJMMJHYDFH6	<a href="http://www.sirc.net">www.sirc.net</a>																						
<b>Customer Name</b>				<b>Ship To Customer</b>																									
WV-OFFICE OF TECHNOLOGY ATTN: McDonnell, Larry D PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US Email: <a href="mailto:larry.d.mcdonnell@wv.gov">larry.d.mcdonnell@wv.gov</a> Tel: 304-558-2063				WV-OFFICE OF TECHNOLOGY ATTN: McDonnell, Larry D 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV 25312 US Email: <a href="mailto:larry.d.mcdonnell@wv.gov">larry.d.mcdonnell@wv.gov</a> Tel: 304-558-2063																									

#	Item	Item Desc	OM GSA	Qty	U/M	Cost USD	Total USD
1	210-AXXJ	PowerStore 500T Dell Customer Racked (TAA)	OM	1.00	EA	\$5,672.56	\$5,672.56
2	370-AFXQ	192GB Appliance DIMM 96GB Per Node (TAA)	OM	1.00	EA	\$3,785.03	\$3,785.03
3	379-BEIJ	Thank you for choosing Dell (TAA)	OM	1.00	EA	\$0.00	\$0.00
4	800-BBQV	Informational Purposes Only (TAA)	OM	1.00	EA	\$0.00	\$0.00
5	528-BTZK	PowerStore Base SW (TAA)	OM	1.00	EA	\$0.00	\$0.00
6	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR (TAA)	OM	1.00	EA	\$974.94	\$974.94
7	450-AKHM	Dual 1450W (200-240V) HIGH Line Only Power Supply (TAA)	OM	1.00	EA	\$897.03	\$897.03
8	343-BBMR	BASE UNIT CONFIG KIT (TAA)	OM	1.00	EA	\$218.24	\$218.24
9	384-BDZZ	Single Drive Failure 8+1 (TAA)	OM	1.00	EA	\$0.00	\$0.00
10	379-BDPD	ISG Product (info) (TAA)	OM	1.00	EA	\$0.00	\$0.00
11	876-3336	Dell Hardware Limited Warranty (TAA)	OM	1.00	EA	\$425.25	\$425.25
12	876-3449	ProSupport 7x24 Technical Support and Assistance 5 Years (TAA)	OM	1.00	EA	\$1,566.11	\$1,566.11
13	876-3587	ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years (TAA)	OM	1.00	EA	\$567.91	\$567.91
14	876-3622	ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended (TAA)	OM	1.00	EA	\$870.28	\$870.28
15	955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year (TAA)	OM	1.00	EA	\$0.00	\$0.00
16	989-3439	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">www.dell.com/support</a> or call 1-800- 945-3355 (TAA)	OM	1.00	EA	\$0.00	\$0.00
17	800-BBQV	Informational Purposes Only (TAA)	OM	1.00	EA	\$0.00	\$0.00
18	900-9997	On-Site Installation Declined	OM	1.00	EA	\$0.00	\$0.00
19	400-BRXQ	P1 NVME SED NON-FIPS SSD 3.84TB (TAA)	OM	16.00	EA	\$8,570.99	\$137,135.84

20	470-ADUH	3M PASSIVE 10G TWINAX CABLE QTY 2 (TAA)	OM	4.00	EA	\$86.83	\$347.32
21	828-4817	ProSupport: Next Business Day On-Site Low Capacity SSD Add-On, 5 Years (TAA)	OM	16.00	EA	\$2,511.60	\$40,185.60
<b>GRAND-TOTAL</b>		<b>Grand Total:</b>					<b>\$192,646.11</b>

\*\*\* For better order processing, please reference D25-G5049 when issuing an Order to SIRC \*\*\*

\*\*\* We cannot use your shipment account. Third-party shipment account will not be allowed \*\*\*

Please note that due to the high discount level extended on this quote, credit cards will not be accepted for this particular pricing structure. If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.

\*\* NOTE \*\*

No discounts will be provided for early payments.

SIRC does not have an active Facility Clearance

Please note, any software provided in this quote is identified as Commercial Computer Software.

The pricing and discounts being provided in this quote is based off of a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure. Please contact your sales rep listed on the quote if any configuration changes are needed.

All items are subject to availability. We will make our best efforts to inform you as soon as possible if the goods you have ordered are not available or if shipment may be delayed.

SIRC cannot honor the pricing if quoted item becomes End of Life (EOL)

SIRC CONFIDENTIAL. SIRC is a SBA certified Women-Owned Small Business (WOSB). This is Confidential Pricing.

All maintenance and support services on this quote are quoted as prepaid annual maintenance unless otherwise explicitly specified.

Manufacturer Terms and conditions apply except where specifically contradicted by the FAR Clauses.

If you are a commercial entity, applicable sales tax will be added to the Invoice, unless you provide a Sales Tax Exemption Certificate.

Tariff may be added depending on the policies issued by Federal Government. Please reach out to SIRC before awarding to verify the Tariff cost.

Prices are subject to change without notice

This quotation, and any order placed in reference to this quotation, is governed by Dell End User License Agreement **attached via separate documents** and can be found here: <https://www.dell.com/en-us/lp/legal/art-software-license-agreements>

January 3, 2025

SIRC (Software Information Resource Corp)  
730 24th ST NW, STE 3  
Washington DC 2003

Subject: Authorized Dell Federal Systems L.P. Partner Status Validation

As of the date of this letter, we confirm that the above-named firm is an authorized Dell Federal Systems L.P. (Dell) Partner and is approved to procure currently available hardware and software products from Dell's Authorized Federal Distributors for resale to the U.S. Federal Government. Their authorization is in accordance with the terms and conditions of their existing Dell Technologies Partner Program Terms & Conditions in effect as of the date of this letter.

Please note: Dell Partners are not authorized to sell to other Partners without express written permission.

Should you require any additional information please contact Margaret Daley at 737-587-6135 or direct email at [Margaret.Daley@Dell.com](mailto:Margaret.Daley@Dell.com).

Regards,

2025.01.03  
Tracy Cooper, Consultant &  
Senior Federal Contract Manager  
 17:40:08  
-05'00'

Tracy Cooper  
Consultant, Contract Management  
**Dell Technologies Inc. | U.S. Federal Contracts**  
Office 1.737.587.6597

## End User License Agreement

This End User License Agreement (“EULA”) is between the individual consumer or business entity that will use the Software (“You”) and the applicable entity identified in the “Licensor Table” located at [www.dell.com/swlicensortable](http://www.dell.com/swlicensortable) (“Licensor”).

This EULA governs Your use of: (a) the object code version of Dell branded software that is preinstalled on Dell hardware or otherwise provided to You pursuant to a purchase contract, quote, order form, invoice or online procurement process (each, an “Order”); (b) associated software license keys, if any (“License Keys”); (c) updates to such software (“Updates”); (d) the documentation for such software; and (e) all copies of the foregoing (collectively, “Software”). If You accept this EULA, or if You install or use the Software, then You agree to this EULA unless You already have a signed agreement with Dell Marketing L.P. or one of its affiliates (“Dell”) that includes licensing terms that govern Your use of the Software (“Pre-Existing Agreement”). If You accept this EULA or install or use the Software on behalf of a business entity, then You represent that You have authority to take those actions, and this EULA will be binding on that business entity unless the entity already has a Pre-Existing Agreement. If You do not agree to this EULA, do not install or use the Software.

If You are a business entity and You purchase Software from a third party (“Reseller”) who sublicenses the Software to You under the terms of an agreement between You and such Reseller (a “Sublicense Agreement”), then the terms of Your Sublicense Agreement with the Reseller shall govern Your use of the Software and not this EULA. Resellers may only grant rights, and must pass through conditions, consistent with this EULA. Thus, even though Your Sublicense Agreement is between you and the Reseller, by installing or using the Software, You acknowledge and agree that: (a) any license rights in the Sublicense Agreement that are greater than the license rights in this EULA shall not apply; (b) any license conditions in this EULA that are not contained in the Sublicense Agreement apply to You; (c) the limitations of liability set forth in this EULA will apply in favor of Licensor, its affiliates and suppliers despite the existence of a Sublicense Agreement; and (d) Licensor is a third-party beneficiary of the Sublicense Agreement and is entitled to exercise and enforce all of the Reseller’s rights and benefits under that Sublicense Agreement.

If You purchase Software as an individual consumer, nothing in this EULA affects your statutory rights if the laws of your state or country do not permit it to do so.

### 1. **License Grant.**

1.1. **Right to Use.** Subject to and in consideration of your full compliance with the terms and conditions of this EULA, Licensor grants to You a personal, non-exclusive license to use the Software during the period stated in the applicable Order (if no period is specified, You may use the Software perpetually). If You are an individual consumer, this license grant allows You to use the Software in connection with Your own personal use. If You are a business entity, this license grant allows You to use the Software in connection with the internal business operations of Your entity. In addition, You may make a reasonable number of copies of the Software solely as needed for backup or archival purposes. Additional license terms for certain Software may be included in the Offering Specific Terms Table located at [www.dell.com/offeringspecifictterms](http://www.dell.com/offeringspecifictterms) (“OST Table”), and additional terms for Software that is licensed to You for a limited time (“Subscription Software”) are located at [www.dell.com/subscriptionsubscription terms](http://www.dell.com/subscriptionsubscription terms) (“Subscription Terms”).

1.2. **Third Party Use.** If You are a business entity, You may allow Your contractors (each, a “Permitted Third Party”) to use the Software solely for the purpose of providing services to You, provided that such use is in compliance with this EULA. You are liable for any breach of this EULA by any Permitted Third Party.

1.3. **Rights Reserved.** The Software is licensed and not sold. Except for the license expressly granted in this EULA, Licensor, on behalf of itself and its affiliates and suppliers, retains all rights in and to the Software



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1.4. Ownership. Licensor, on behalf of itself and its affiliates, retains ownership of the Works and all related intellectual property rights. If Software is provided to You on removable media (e.g., CD, DVD or USB drive), You may own the media on which the Software is recorded.

## **2. License Conditions.**

2.1. You and Your Permitted Third Parties must do the following:

- A. Run the Software only on the hardware for which it was intended to operate, when applicable;
- B. Use License Keys (if applicable) only from Licensor or an authorized Dell License Key provider;
- C. Treat the Software as Dell confidential information;
- D. Use the Software only on as many computers or devices that You purchased, in such configurations permitted by Dell or Licensor, and/or in accordance with the applicable unit of measure, each as may be specified on Your Order. For Software licensed via a unit of measure, the terms and descriptions of each unit of measure are located at [www.dell.com/UOM\\_terms](http://www.dell.com/UOM_terms) (“UOM Terms”);
- E. Abide and be responsible for compliance with the export control and economic sanctions laws of the United States, the European Union, and other applicable jurisdictions (collectively, “Applicable Trade Laws”). Software, including any associated intellectual property rights or trade secrets that may accompany it, may not be used, licensed, sold, supplied, leased, exported, imported, re-exported, or transferred, whether directly or indirectly, to restricted countries (including, but not limited to Cuba, Iran, North Korea, Syria, Russia, Belarus, and the Crimea, Donetsk, and Luhansk regions of Ukraine), restricted end users, or for restricted end uses according to the Applicable Trade Laws. Dell reserves all rights and remedies to enforce these restrictions, including injunctive relief, damages, and cancellation/termination of this EULA. You represent and warrant that You or Your Permitted Third Parties are not the subject or target of, or located in a country or territory that is the subject or target of economic sanctions under the Applicable Trade Laws. For further information about geographical restrictions and compliance with Applicable Trade Laws, visit [www.dell.com/tradecompliance](http://www.dell.com/tradecompliance); and
- F. Comply with all Third Party Terms (as defined in Section 5 below).

2.2. Except as otherwise permitted by this EULA or by mandatory law (meaning a law that the parties cannot change by contract), You must not, and must not allow Your Permitted Third Parties, to do the following:

- A. Modify or remove any proprietary notices or markings on or in the Software;
- B. Transfer License Keys to any other person or entity;
- C. Download Updates from Licensor or an authorized provider unless You have a valid support agreement;
- D. Install Updates on Enterprise Products (e.g., server, networking, storage, integrated solutions, and data protection appliances) that have gone end of service life unless Licensor otherwise agrees in writing;
- E. Install and operate counterfeit versions of Software (i.e. software provided by anyone other than Dell or an authorized representative of Dell) on Dell hardware;
- F. Violate or circumvent any technological use restrictions in the Software;
- G. Sell, loan, rent, lease, sublicense, distribute or encumber (e.g., by lien, security interest, etc.) the Software;
- H. Use any trademarks or service marks of Licensor, its affiliates or suppliers;

- I. Provide access to the Software or allow use by any third party, other than Permitted Third Parties, without Licensor's prior written consent;
- J. Copy, republish, upload, post or transmit the Software in any way;
- K. Modify or create derivative works based upon the Software, or decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part;
- L. Attack or attempt to undermine the security, integrity, authentication or intended operation of the Software;
- M. Use the Software on a service bureau, rental or managed services basis;
- N. Create or permit others to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server, wireless or Internet-based device;
- O. Use the Software to create a competitive offering;
- P. Use the Software to create other software, products or technologies unless the Software contains Development Tools as described in Section 7;
- Q. Share or publish the results of any benchmarking of the Software without Dell's prior written consent;
- R. Use the Software for high risk activities, including without limitation online control systems, or use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems or in any other device or system in which function or malfunction of the Software could result in death, personal injury or physical or environmental damage;
- S. Use the Software for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or support of missile projects, or chemical or biological weapons; and
- T. Assign this EULA, or any right or obligation under this EULA, or delegate any performance, without Dell's prior written consent, unless You are transferring the Software in accordance with the Transferability Section 3 below. Even if Dell consents to an assignment, You remain responsible for all obligations under this EULA that You incurred prior to the effective date of the assignment.

**3. Transferability.** If You are an individual consumer, You may transfer the Software on a permanent basis as part of the sale or transfer of the hardware system on which the Software is loaded, provided that You retain no copies of any version of the Software. If You are a business entity, You may not transfer the Software to another person or entity without the express written permission of Dell, unless allowed by applicable law stating that transfer may not be restricted (note that a transfer fee may be charged by Dell).

**4. Compliance Verification.** If You are a business entity, You must: (a) maintain and use systems and procedures that allow You to accurately track Your use of the Software; (b) certify to Dell in writing, at Dell's request, that Your use of Software fully complies with this EULA, indicating the number of Software licenses deployed at that time; and (c) cooperate fully and timely with Dell and its auditors if Dell notifies You that it will conduct an audit to confirm Your compliance with this EULA. Any such audit will be conducted during normal business hours. If Dell determines that You have over-deployed Software, You agree to immediately purchase licenses at the then-current list price to bring Your use into compliance. If You over-deployed Software by 5% or more, then You agree to pay the total cost of the audit, in addition to any other liabilities You may have.

**5. Third Party Software.** "Third Party Software" is software, including open source software, that is contained in or provided with the Software and is licensed by a third party under its own terms of use ("Third Party Terms"). Third Party Software is governed solely by the applicable Third Party Terms and not by this EULA. Third Party Terms may be provided with the Third Party Software or may be included in the OST Table. For certain open source software, the applicable Third Party Terms may entitle You to obtain the corresponding source files. You may find corresponding source files for such open source software at <https://opensource.dell.com/> or in the "About" or "Read Me" file of Software, or other locations that Licensor may specify.

6. **Free Software.** “Free Software” means Software that is provided to You without additional charge (e.g., scripts that enable customer installation; code that enables You to monitor Your use of Dell products; etc.). You may only use Free Software on or with equipment or in the operating environments for which Dell has designed that Free Software to operate. Licensor may terminate any license to Free Software at any time in its sole discretion. You may not transfer Free Software to anyone else.

7. **Development Tools.** If the Software includes development tools, such as scripting tools, APIs or sample scripts (collectively “Development Tools”), and unless there is a separate agreement between You and Dell or Licensor for the Development Tools, You may use such Development Tools to create new scripts and code for the purpose of customizing Your use of the Software (within the parameters set forth in this EULA and in the Development Tools themselves) and for no other purpose.

8. **Evaluation Software.** This EULA does not license use of Software for evaluation purposes (“Evaluation Software”) except to the extent these terms may be invoked by the separate license terms and conditions accompanying that Evaluation Software.

9. **Support Services Not Included.** If You purchase maintenance and support for Software, such services are identified in Your Order and will be provided under a separate services agreement.

10. **Termination.** For Subscription Software, this EULA automatically terminates at the end of Your subscription period unless You renew Your rights. Licensor may terminate this EULA if You or a Permitted Third Party commits a material breach of this EULA and fails to cure such breach within thirty (30) days following Your receipt of notice of the breach from Dell. This right to terminate applies accordingly if Dell or the Reseller from whom You made Your purchase does not receive timely payment for the licenses to the Software or for the hardware on which the Software is loaded, if any. When this EULA terminates, all licenses granted automatically terminate and You must immediately cease use of the Software and return or destroy all copies of the Software. Except as otherwise agreed by Dell, You will not get a refund from Dell if this EULA is terminated. Rights and obligations under Sections of this EULA that, by their nature should survive, will survive termination, as well as obligations for payment.

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12. **Limitation of Liability.**

12.1. **Limitations on Damages.** The limitations, exclusions and disclaimers set forth in a Pre-Existing Agreement or Dell Terms of Sale that applies your Order (in each case, the “Order Terms”) shall apply to all disputes, claims or controversies (whether in contract, tort or otherwise) between You and Licensor or Dell related to or arising out of: (a) this EULA; (b) the breach, termination or validity of this EULA; or (c) any Orders

(each, a “Dispute”). In the absence of applicable Order Terms, the terms set forth in this Section shall apply to all Disputes.

The terms of this Section are agreed allocations of risk constituting part of the consideration for Licensor’s licensing of Software to You and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities. If applicable law prohibits any portion of the limits on liability stated below, the parties agree that such limitation will be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

- A. **Limitation on Direct Damages.** Except for Your obligation to pay for the Software, or for Your violation of the License Grant and License Conditions set forth herein or of Licensor’s or Dell’s intellectual property rights, the total liability of You and Licensor (including Licensor’s affiliates and suppliers) arising out of any Dispute is limited to the amount You paid for the Software that is the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes. Notwithstanding anything otherwise set forth above, Licensor and its affiliates have no liability for any direct damages resulting from Your use or attempted use of Third Party Software, Free Software or Development Tools.
- B. **Disclaimer of Certain Other Damages.** Except for Your obligation to pay for the Software, or for Your violation of the License Grant and License Conditions set forth herein or of Licensor’s or Dell’s intellectual property rights, neither You nor Licensor (including Licensor’s affiliates and suppliers) shall have any liability under this EULA for special, consequential, exemplary, punitive, incidental or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, loss of use or procurement of substitute products or services.

12.2. **Regular Backups.** You are solely responsible for Your data. You must back up Your data before Licensor or a third party performs any remedial, upgrade or other work on Your production systems. You acknowledge that it is a best practice to have more than one back up copy of Your data. If applicable law prohibits exclusion of liability for lost data, then Licensor will only be liable for the cost of the typical effort to recover the lost data from Your last available back up.

12.3. **Limitation Period.** Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 18 months after the cause of action accrues.

### 13. **Additional Terms.**

13.1. **Notices.** The parties will provide all notices under this EULA in writing. Unless provided otherwise in an Order, You must provide notices to the local Dell entity in Your Order, or, if Your Order is not with a Dell entity, by e-mail to [Dell\\_Legal\\_Notices@dell.com](mailto:Dell_Legal_Notices@dell.com).

13.2. **Waiver and Severability.** Failure to enforce a provision of this EULA will not constitute a waiver of that or any other provision of this EULA. If a court of competent jurisdiction determines that any part of this EULA or document that incorporates this EULA by reference is unenforceable, that ruling will not affect the validity of all remaining parts.

13.3. **Modifications.** This EULA may only be modified in writing signed by both parties; provided, however, that Licensor may, in its sole discretion, update the Licensor Table, the OST Table, the UOM Terms and the Subscription Terms at any time. Any changes that Licensor makes to the Licensor Table, the OST Table, the



UOM Terms or the Subscription Terms will only apply to Orders that occur after Licensor posts those changes online.

13.4. Governing Law and Jurisdiction. If You obtained the Software directly from Dell, then the governing law and jurisdiction provisions set forth in Your Order Terms shall apply to this EULA. Otherwise the following shall apply:

- A. Subject to Section 13.4 D and 13.5, if You are domiciled in the United States or Canada: (1) this EULA and any Dispute is governed by the laws of the State of Texas (excluding the conflicts of law rules) and the federal laws of the United States; and (2) to the extent permitted by law, the state and federal courts located in Texas will have exclusive jurisdiction for any Dispute. Both parties agree to submit to the personal jurisdiction of the state and federal courts located within Travis or Williamson County, Texas, and agree to waive any and all objections to the exercise of jurisdiction over the parties by those courts and to venue in those courts.
- B. Subject to Section 13.4 D, if You are domiciled outside of the United States or Canada: (1) this EULA and any Dispute is governed by the substantive laws in force in the country in which the Licensor is located (as indicated in the Licensor Table located at [www.dell.com/swlicensortable](http://www.dell.com/swlicensortable)), without regard to its conflict of law rules; and (2) the exclusive place of jurisdiction for any Dispute shall be in such country.
- C. In any event, neither the U.N. Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act shall apply to this EULA or any Dispute.
- D. If You are an individual consumer, this Section 13.4 does not deprive You of the protection afforded to You by the provisions of mandatory consumer protections laws that are applicable to You, nor does it prevent you from seeking remedies or enforcing your rights as a consumer under such laws.

13.5. Dispute Resolution and Binding Individual (non-class) Arbitration. This Section only applies if You are an individual consumer that resides in (or obtained the Software in) the United States or Canada. **All Disputes shall be resolved exclusively and finally by binding individual arbitration.** This means You and Licensor waive any right to litigate disputes in a court or before a jury and neither You nor Licensor shall be entitled to join, consolidate, or include any claims belonging to or alleged or arising from, by or on behalf of any third party to an arbitration brought hereunder, or to arbitrate any claim as a class action, class representative, class member, or in a private attorney general capacity. If You reside in (or obtained the Software in) the United States, the arbitration will be administered by the American Arbitration Association (AAA), or JAMS. If You reside in (or obtained the Software in) Canada, arbitration will be at ADR Chambers pursuant to the general ADR Chambers Rules for Arbitration located at [www.adrchambers.com](http://www.adrchambers.com). The arbitration shall be conducted in the English language. The arbitration panel shall have exclusive authority to resolve any arbitrability issues including any dispute over this EULA or this arbitration provision's scope, application, meaning and enforceability. The arbitration panel shall be empowered to grant whatever relief would be available in court, including without limitation preliminary relief, injunctive relief and specific performance. Any award of the arbitration panel shall be final and binding immediately when rendered, and judgment on the award may be entered in any court of competent jurisdiction. If any portion of this arbitration agreement is found unenforceable, the unenforceable portion shall be severed and the remaining arbitration terms shall be enforced (but in no event will there be a class arbitration). Consumer claimants (individuals whose transaction is intended for personal, family or household use) may elect to pursue their claims in small-claims court rather than arbitration. Licensor will be responsible for paying any individual consumer's arbitration/arbitrator fees. Notwithstanding the foregoing, Licensor may apply to any relevant government agency or any court of competent jurisdiction to preserve its rights under this EULA and to obtain any injunctive or preliminary relief, or any award of specific performance, to which it may be entitled, either against You or against a non-party;

provided, however, that no such administrative or judicial authority shall have the right or power to render a judgment or award (or to enjoin the rendering of an arbitral award) for damages that may be due to or from either party under this EULA, which right and power shall be reserved exclusively to an arbitration panel proceeding in accordance herewith.

13.6. Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.7 Entire Agreement. You acknowledge that You have read this EULA, that You understand it, that You agree to be bound by its terms, and that this EULA, along with the Order Terms into which this EULA may be incorporated (as applicable), is the complete and exclusive statement of the agreement between You and Licensor regarding Your use of the Software. All content referenced in this EULA by hyperlink is incorporated into this EULA in its entirety and is available to You in hardcopy form upon Your request. The pre-printed terms of Your purchase order or any other document that is not issued or signed by Licensor or Dell do not apply to Software. You represent that You did not rely on any representations or statements that do not appear in this EULA when accepting this EULA.



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

State of West Virginia  
Centralized Request for Quote  
Info Technology

**Proc Folder:** 1682980

**Doc Description:** Dell Powerstore 500t or Equal

**Reason for Modification:**

To post Addendum no. 04

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-22	2025-06-03 13:30	CRFQ 1400 AGR2500000022	5

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell  
304-558-2063  
larry.d.mcdonnell@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

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

<b>ADDITIONAL INFORMATION</b>
Addendum no. 04
To provide revision to specification and clarification (see attached).
Bid opening date has been extended from 05/27/2025 to 06/03/2025.
The bid opening time still remains at 1:30PM EST/EDT
No other changes

<b>INVOICE TO</b>	<b>SHIP TO</b>
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV US	AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dell Powerstore 500t or Equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description:**  
Please see 3.1.1 in Specifications  
  
See attached documentation for further details.



INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV US		AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Dell Pro Support 24/7 ProSupport or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description:**

Please see section 3.1.1.11 in Specifications

See attached documentation for further details.

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV US		AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Dell Pro Support Next Business Day on-site service or Equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description:**

Please see 3.1.1.12 in Specifications

See attached documentation for further details.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Vendor Questions due by 2:00PM EST/EDT	2025-05-06

# SOLICITATION NUMBER: CRFQ AGR25\*22

## Addendum Number: 4

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:

To provide revision to specification and clarification (see attached).

Bid opening date has been extended from 05/27/2025 to 06/03/2025.

The bid opening time still remains at 1:30PM EST/EDT

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.

**Revision**

Revised section 3.1.1.3: Item must contain a 2U enclosure with a minimum of twenty-four (24) 2.5-inch NVME drive slots.

**Clarification:**

Based on the Agency's research in regards to I/O and bandwidth calculations and efficiency; these are dependent on processor and a variety of factors. Since each brand, make, and models of storage appliance calculates throughput differently the Agency does not have any specific requirements for I/O and bandwidth.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ AGR25\*22**

**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 checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input checked="" 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 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.

Software Information Resource Corp (SIRC)

\_\_\_\_\_  
Company  
Harlyne Querubin  
Digitally signed by Harlyne Querubin  
DN: cn=Harlyne Querubin, gn=Harlyne Querubin, o=US  
United States, l=US, United States, o=Software Information  
Resource Corp, e=Harlyne.querubin@sirc.net  
Reason: I am the author of this document  
Location:  
Date: 2025-06-03 12:19:04-00

\_\_\_\_\_  
Authorized Signature

06/03/2025

\_\_\_\_\_  
Date

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



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

State of West Virginia  
Centralized Request for Quote  
Info Technology

**Proc Folder:** 1682980

**Doc Description:** Dell Powerstore 500t or Equal

**Reason for Modification:**

To post Addendum no. 04

**Proc Type:** Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-22	2025-06-03 13:30	CRFQ 1400 AGR2500000022	5

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

**VENDOR**

**Vendor Customer Code:** 1PQ53

**Vendor Name :** Software Information Resource Corp (SIRC)

**Address :** 730 24th St NW, Suite #3

**Street :**

**City :** Washington

**State :** DC

**Country :** USA

**Zip :** 20037-2005

**Principal Contact :** Harlyne Querubin

**Vendor Contact Phone:** (202) 536-2800

**Extension:** 293

**FOR INFORMATION CONTACT THE BUYER**

Larry D McDonnell

304-558-2063

[larry.d.mcdonnell@wv.gov](mailto:larry.d.mcdonnell@wv.gov)

**Vendor  
Signature X**

Harlyne Querubin

Digitally signed by Harlyne Querubin  
DN: cn=Harlyne Querubin, o=United States of America, ou=Software Information  
Resource Corp, email=harlyne.querubin@irc.net  
Reason: I am the author of this document  
Location:  
Date: 2025-06-03 11:46:04-00

**FEIN#** 54-1727076

**DATE** 06/03/2025

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

<b>ADDITIONAL INFORMATION</b>
Addendum no. 04
To provide revision to specification and clarification (see attached).
Bid opening date has been extended from 05/27/2025 to 06/03/2025.
The bid opening time still remains at 1:30PM EST/EDT
No other changes

<b>INVOICE TO</b>	<b>SHIP TO</b>
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV US	AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dell Powerstore 500t or Equal	1.00000	EA		\$192,646.11
Please see SIRC Quote D25-G5049 for complete and detailed pricing					

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description:**  
Please see 3.1.1 in Specifications  
  
See attached documentation for further details.

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV US		AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Dell Pro Support 24/7 ProSupport or equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description:**

Please see section 3.1.1.11 in Specifications

See attached documentation for further details.

INVOICE TO		SHIP TO	
AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV US		AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Dell Pro Support Next Business Day on-site service or Equal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

**Extended Description:**

Please see 3.1.1.12 in Specifications

See attached documentation for further details.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions due by 2:00PM EST/EDT	2025-05-06

	Document Phase	Document Description	Page 4
AGR2500000022	Final	Dell Powerstore 500t or Equal	

#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions