	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Purchase Order** **Order Date:** 08-10-2026	CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CPO 0947 0947 ERP2700000001 1	**Change Order No:**	**Procurement Folder:** 2012537
Document Name:	Server Infrastructure Refresh 2026		**Reason for Modification:**
Document Description:	Server Infrastructure Refresh 2026		
Procurement Type:	Central Purchase Order		
Buyer Name:	Larry D McDonnell		
Telephone:	304-558-2063		
Email:	larry.d.mcdonnell@wv.gov		
Shipping Method:	Best Way		**Effective Start Date:**
Free on Board:	FOB Dest, Freight Prepaid		**Effective End Date:**

VENDOR

Vendor Customer Code: VS0000041625
CONVERGE TECHNOLOGY SOLUTIONS US LLC
165 Barr Street

Lexington KY 40507
US
Vendor Contact Phone: 3392144444 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

DEPARTMENT CONTACT

Requestor Name: Paul White
Requestor Phone: (304) 558-2251
Requestor Email: paul.white@wvsao.gov

2027
FILE LOCATION________

INVOICE TO	SHIP TO
CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US	CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US

8/19/26 GC

Total Order Amount:	$1,232,000.00

Purchasing Division's File Copy

8/13/26

PURCHASING DIVISION AUTHORIZATION DATE: 8/18/26 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 8-20-26 ELECTRONIC SIGNATURE ON FILE

8/20/2026

Extended Description:

The vendor, Converge Technology Solutions US, LLC agrees to enter into a contract with the Agency, West Virginia Enterprise Resource Planning Board, for the one-time purchase of a replacement of its current production and disaster recovery NetApp and FlexPod Infrastructure and installation, migration, and configuration services, per the bid requirements, terms, conditions, specifications, and vendor's bid dated 08/03/2026 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43201802	1.00000	LS	1232000.000000	1232000.00
Service From	**Service To**	**Manufacturer**		**Model No**	

Commodity Line Description: Infrastructure - See pricing page

Extended Description:

See attached documentation for further details.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

[ ] **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of ______________________________________. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ________________________________), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _________________ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

> [ ] **Alternate Renewal Term** – This contract may be renewed for _________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

[ ] **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ________________________days.

[ ] **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within ________________ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

[ ] the contract will continue for ________________ years;

[ ] the contract may be renewed for ________________ successive __________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

[ ] **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as ________________________________), and continues until the project for which the vendor is providing oversight is complete.

[ ] **Other:** Contract Term specified in ________________________

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

[ ] **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

[ ] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

[ ]

[ ]

[ ]

[ ]

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

[✓] **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

[✓] **Automobile Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

[✓] **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: $1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

[ ] **Commercial Crime and Third Party Fidelity Insurance** in an amount of: ______________ per occurrence.

[ ] **Cyber Liability Insurance** in an amount of: ________________________ per occurrence.

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

[ ] **Pollution Insurance** in an amount of: _______________ per occurrence.

[ ] **Aircraft Liability** in an amount of: _______________ per occurrence.

[ ]

[ ]

[ ]

[ ]

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

[ ] ______________________ for ______________________.

[ ] Liquidated Damages Contained in the Specifications.

[✓] Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

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

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

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

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

[✓] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

   1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

   2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Charlie Arnett, Account Executive

(Address) 165 Barr St., Lexington, KY 40507

(Phone Number) / (Fax Number) 859-554-3270

(email address) charlie.arnett@pellera.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Converge Technology Solutions US, LLC

(Company)

Signed by:
Greg Berard
C84DEAE34D9A4470

(Signature of Authorized Representative)

Greg Berard CEO 7/27/2026

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
Production and Disaster Recovery Infrastructure
CRFQ ERP27*01

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Enterprise Resource Planning Board to establish a contract for the one-time purchase of replacement of its current Production and Disaster Recovery NetApp and FlexPod Infrastructure and obtain services to assist in the installation, migration, and configuration of the new hardware.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 "Contract Item" means Production and Disaster Recovery Infrastructure as more fully described by these specifications.

   2.2 "AWS" means Amazon Web Services.

   2.3 "Azure" means Microsoft Azure.

   2.4 "CIFS" means Common Internet File System.

   2.5 "Disaster Recovery Site" means site at is located at 1900 Kanawha Blvd. East, Building 1, Charleston, WV 25305

   2.6 "ERP" means the West Virginia Enterprise Resource Planning Board.

   2.7 "**ESXi**" means VMware ESXi hypervisor that runs directly on server hardware to host virtual machines.

   2.8 "**FSxN**" mean Amazon FSx for NetApp ONTAP, a fully managed file storage service that combines the capabilities of NetApp's ONTAP file system with the scalability and simplicity of AWS, providing high-performance, reliable, and feature-rich storage solutions.

   2.9 "**FlexPod**" means a pre-validated, modular infrastructure platform designed to host both virtualized and bare-metal workloads. It combines Cisco Unified Computing System (UCS) servers, NetApp AFF storage, Cisco Nexus and MDS networking, and VMware vSphere software into a single, scalable solution, allowing organizations to deploy applications quickly and efficiently while maintaining high performance and reliability.

   2.10 "Hot swappable media" means storage or other devices that can be inserted or removed from a system while it is powered on and running, without requiring a shutdown or reboot.

2.11 "**Hyper-converged solutions**" integrate compute, storage, networking, and virtualization into a single, software-defined platform for simplified, scalable, and cost-efficient IT infrastructure.

2.12 **"HYPER-V"** means is a virtualization technology developed by Microsoft that allows you to create and manage virtual machines (VMs) on Windows systems.

2.13 **"IB"** means install base.

2.14 "**KVM**" means Kernel-based Virtual Machine.

2.15 "**LUNS**" means Logical Unit Number which is a portion of a disk array that is presented to a host as a volume.

2.16 **"NAS"** means Network Attached Storage.

2.17 **"NFS"** means Network File System.

2.18 "**NVMe TLC**" means Non-Volatile Memory Express Triple-Level Cell.

2.19 "**NVMeof**" is a protocol that extends the NVMe storage protocol over various network fabrics, enabling high-performance, low latency access to storage devices across a network.

2.20 **"OEM"** means Original Equipment Manufacturing.

2.21 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.22 "**Production Site**" is located at 837 Chestnut Ridge Road, Morgantown, WV 26505.

2.23 "**RAID-TEC**" is a type of RAID array with triple parity developed by NetApp for data storage systems.

2.24 "**S3**" means Amazon's Simple Storage Service which is an object storage service offering industry-leading scalability, data availability, security and performance.

2.25 "**SLA**" means a formal contract between a service provider and a customer that defines the expected level of service, performance metrics, and responsibilities.

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

2.27 **"SMB"** means Server Message Block that enables file sharing, printer sharing, network browsing, and inter-process communication over a computer network.

2.28 "**SnapMirror**" is NetApp's data replication technology that enables the creation of point-in-time copies of data and efficient replication between different storage systems.

2.29 "**SSL decryption**" is a crucial aspect of modern cybersecurity strategies. It involves unlocking the encryption of SSL (Secure Sockets Layer) or its successor, TLS (Transport Layer Security), to inspect and monitor encrypted traffic for potential threats

2.30 "**Threat ID**" is a unique identifier assigned to a specific threat, such as malware, exploit, or vulnerability.

2.31 "**wvOASIS**" means the West Virginia Enterprise Resource Planning system.

2.32 "**24/7**" means 24 hours a day, 7 days a week including Holidays and Weekends

2.33 "**SAN**" means Storage Area Network, a dedicated network that provides block-level storage access between servers and storage devices.

3. GENERAL REQUIREMENTS:

3.1 Current Environment: The wvOASIS platform currently operates on a NetApp AFF300 all-flash storage array at the Production Site (Morgantown) and a NetApp FAS series storage array at the Disaster Recovery Site (Charleston), both integrated into an existing Cisco FlexPod architecture utilizing Cisco UCS blade servers and Cisco Nexus switching. Storage connectivity is iSCSI over 10GbE. The virtualization platform is VMware vSphere (ESXi) with vCenter. The Production and Disaster Recovery sites are located approximately 150 miles apart. Both NetApp storage arrays and Palo Alto firewall hardware are at or approaching end-of-life and are being replaced under this solicitation. ERP holds existing VMware vSphere licenses that will be migrated to the new hardware.

3.2 Professional Services and Qualifications: this section will include the baseline minimum requirements for all professional services requested as part of this solicitation as well as an outline of project timeline.

3.2.1 Requirements for Professional Services/Professional Services Personnel

3.2.1.1 All professional services must be performed by the employees of the successful reseller or manufacturer of the solution. Vendor should provide proof of authorized reseller status with their bid response; status must be provided upon request. All professional service personnel must be based within the United States and performed onsite.

3.2.1.2 All professional service personnel must have enterprise/large scale business level experience with projects of similar scope utilizing like hardware and software.

3.2.1.2.1 Experience will be determined prior to contract award by the State through references provided by the Vendor upon request; through knowledge or documentation of the Vendor's past projects; or some other method that the State determines to be acceptable.

3.2.1.2.2 Vendor must provide any document requested by the State to assist with confirmation of experience. References, documentation, or other information may be requested after bid opening and prior to contract award.

3.2.1.2.3 The solution must comply with FlexPod specifications and adhere to the FlexPod validated design and allow for cooperative support between Cisco and NetApp.

3.2.1.2.4 At minimum, the Vendor must submit proof of active VMware and NetApp certifications for all proposed project staff as part of their bid response. Assigned personnel must hold valid certifications for all products (or approved equivalents) explicitly listed in this solicitation. All required certifications must remain active, valid, and in good standing throughout the entire duration of the contract, up to and including formal project closeout. Vendor must provide documentation upon request.

3.2.1.2.5 All professional services related to project implementation such as but not limited to hardware installation, configuration and updating, software installation, and migration services must be performed on-site working alongside ERP staff.Project planning meetings may be held via conference call or web conferencing sessions.

3.2.1.2.6 Any required project management functions can be performed offsite/remotely.

3.3 Mandatory Contract Item Requirements: The state of West Virginia is seeking a converged infrastructure solution that includes compute, storage and switching, or equivalents, to hosting its wvOASIS platform which utilizes an Oracle Database; Hyper-converged solutions will not be considered. The solution must be of a validated design for Oracle Database and VMware and include the validated design document as part of the response.

Contract Items must meet or exceed the minimum mandatory technical/functional requirements for replacement infrastructure hardware and integrated software functionality as listed. All hardware shall be new and warranted by the original manufacturer for a minimum of five (5) years. Associated licensing with a maximum of five (5) years of hardware and software support and maintenance must be included. ERP will not accept remanufactured, refurbished, warranted as new, or like new equipment.

3.3.1 Storage Array Solution:

3.3.1.1 NetApp AFF A30, Storage Array, or Equal

3.3.1.2 Production site is located at 837 Chestnut Ridge Road, Morgantown, WV 26505.

3.3.1.3 Storage must be able to be integrated into the Agency's existing FlexPod Solution and maintain FlexPod cooperative support between the storage vendor and Cisco

3.3.1.4 Storage must adhere to Cisco FlexPod validated design document for VMware and Oracle.

3.3.1.5 Storage must have redundant hot swappable controllers.

3.3.1.6 Storage must have redundant hot swappable power supplies.

3.3.1.7 Storage must have a minimum of 112.4TiB formatted usable capacity before any storage efficiencies and include at least 1 drive of hot spare capacity.

3.3.1.8 Storage must be NVMe TLC hot swappable media.

3.3.1.9 Storage must be scalable to a minimum of 144 drives.

3.3.1.10 Storage must include a minimum of using RAID-TEC (triple parity / triple erasure coding).

3.3.1.11 Storage must include a minimum of 4 Ports 10Gb/25Gb Ethernet per controller, 8 ports total.

3.3.1.12 Storage must include a minimum of two (2) Ports 100Gb Ethernet per controller, 4 ports total.

3.3.1.13 Storage must include a quantity of two (2) Cisco Nexus 9336-FX2 or equal, switches to cluster storage into existing for live migrations.

3.3.1.14 Storage must include NetApp Tech Refresh VolMove Service, or equivalent. An "or equivalent" service must: (1) perform live non-disruptive data migration with no application downtime, (2) support iSCSI and NFS volume migrations, and (3) be natively integrated with ONTAP or the proposed storage platform without requiring third-party software. Vendor must provide documentation confirming compatibility with their bid response or upon request. To live migrate data between storage systems while it is in production. Vendor should provide documentation showing compatibility with product supplied; documentation must be provided upon request.

3.3.1.15 Storage must include installation services, which shall consist of: physical delivery to the designated data center rack, rack-and-stack of all components, power-on validation, cabling to existing network infrastructure, and initial firmware updates. No construction, building modifications, or permanent floor/wall mounting is required.

3.3.1.16 Vendor must include a minimum of six (6) days of storage and professional services, consisting of two (2) days on-site and four (4) days of remote during regular business hours (Monday–Friday, 8:00 AM–5:00 PM ET), billed only if used. Services include but are not limited to configuration assistance, documentation support, and knowledge transfer activities.

3.3.1.17 Storage must meet the minimum performance requirements of 314,263 IOPs, 6,754MB/s @ less than 25% system utilization with less than 1mS Latency at 25% random read 4k Block, 25% random read 8K Block, 25% Sequential Read 32k Block and 25% Sequential Write 32K Block.

3.3.1.18 Storage must include the following protocols:

3.3.1.18.1 NFS,

3.3.1.18.2 CIFS,

3.3.1.18.3 S3,

3.3.1.18.4 FC,

3.3.1.18.5 iSCSI,

3.3.1.18.6 NVMeoF

3.3.1.19 Solution must be able to natively SnapMirror, or functional equivalent. Must support asynchronous replication between storage arrays across geographically separated sites, Must support application-consistent snapshots and replication integration with Oracle Database (including SnapCenter or equivalent backup orchestration), Must replicate data natively to AWS, Azure, or Google Cloud without requiring third-party software backup to AWS, Azure or Google without any 3rd party products as well as have an AWS, Azure or Google analog option such as ONTAP Cloud or FSxN to provide full disaster recover in the cloud. Vendor should provide documentation of compatibility in the bid response or upon request.

3.3.1.20 Storage must include a minimum storage efficiency guarantee of:

3.3.1.20.1 4:1 for SAN/block protocols (Fibre Channel, NVMe, iSCSI)

3.3.1.20.2 1.5:1 for NAS/file protocols (NFS, SMB/CIFS)

3.3.1.20.3 3:1 specifically for virtualization workloads on NAS (e.g., VMware, Hyper-V, KVM on NFS/NAS)

3.3.1.21 Must include National Security Agency (NSA) Commercial Solutions for Classified (CSfC) Component List validation. Vendor must provide documentation confirming CSfC compliance with their bid response.

3.3.1.22 Storage must include the following native platform features, or equivalent functionality:

3.3.1.22.1 Data Compression

3.3.1.22.2 Deduplication

3.3.1.22.3 FabricPool

3.3.1.22.4 FlexCache

3.3.1.22.5 FlexClone

3.3.1.22.6 FlexGroup

3.3.1.22.7 FlexVol

3.3.1.22.8 Multi-Admin Verification

3.3.1.22.9 Dynamic authorization framework

3.3.1.22.10 Performance capacity

3.3.1.22.11 QoS (adaptive)

3.3.1.22.12 Built in Ransomware protection for NAS and SAN

3.3.1.22.13 SnapCenter

3.3.1.22.14 SnapLock

3.3.1.22.15 SnapMirror

3.3.1.22.16 SnapMirror active sync

3.3.1.22.17 SnapMirror Cloud

3.3.1.22.18 SnapMirror Synchronous

3.3.1.22.19 SnapRestore

3.3.1.22.20 SnapShot

3.3.1.22.21 NetApp Volume Encryption

3.3.2 Support for Storage Array at Production Site

3.3.2.1 Production site is located at 837 Chestnut Ridge Road, Morgantown, WV 26505.

3.3.2.2 Must include 24/7 remote and on-site support for a duration of a maximum of five (5) years.

3.3.2.3 NetApp Advisor Plus Level support, or equivalent. An equivalent support offering must: (1) provide a dedicated Support Account Manager (SAM) or Technical Account Manager (TAM) with scheduled monthly or quarterly service review meetings; (2) include 24/7 escalation management for Priority 1 cases with a 30-minute response time; and (3) include proactive advisory services encompassing security vulnerability assessment, lifecycle management guidance, and stable software release recommendations.

3.3.2.4 Storage must include automated "call-home" support.

3.3.2.5 Must include advance hardware replacement. If the original equipment is not returned to the agency, vendor must provide written communication to ERP regarding the removed item which shall include item name, serial number and ERP property tag (if applicable). Vendor must provide advanced hardware replacement on equipment that has been determined to be defective and cannot be repaired. Replacement of equipment must be certified by the manufacturer as new.

If the original equipment is not returned to the agency, vendor must provide written communication to ERP regarding the removed item which shall include item name, serial number and ERP property tag (if applicable).

3.3.2.6 Must meet or exceed the following response times:

3.3.2.6.1 ***Priority 1:*** 30 minutes Storage down and unable to serve data or a state of frequent "panic" or "hang" states, or storage performance is degraded to prevent normal business operation.

3.3.2.6.2 ***Priority 2:*** Two (2) hours Storage experiencing infrequent, isolated, or intermittent "panic" or "hang" status, or performance is in a degraded state that still allows normal business operations but is inconsistent or less than optimal state.

3.3.2.6.3 ***Priority 3:*** Eight (8) hours Storage experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact

3.3.2.6.4 ***Priority 4:*** 24 hours Normal requests for information regarding installation, configuration, use, and maintenance of the Storage system

3.3.2.6.5 Support must include a dedicated SAM (Support Account Manager) /TAM (Technical Account Manager) for the account who hosts regular support review calls monthly or quarterly and provides the services below:

3.3.2.6.5.1 Feature Description Proactive support management

3.3.2.6.5.2 Conduct monthly or quarterly (customer choice) service and support reviews during regular customer meetings

3.3.2.6.5.3 Document and track customer requirements, processes, and environments

3.3.2.6.6 Facilitate structured planning to accomplish customer objectives

3.3.2.6.7 Customer proxy as 'Voice of the Customer' within NetApp Proactive advisory

3.3.2.6.8 Security vulnerability assessment and guidance

3.3.2.6.9 Technical risk mitigation and support bulletins advisory

3.3.2.6.10 Advisement on solution best practices and install base ("IB") health assessment

3.3.2.6.11 Lifecycle management advisory upgrade and change readiness

3.3.2.6.12 Heightened awareness and support for planned maintenance events

3.3.2.6.13 Recommend stable software release revisions that are best suited to the Agency's environment

3.3.2.6.14 Identify known issues, compatibility conflicts, or warnings applicable to the Agency's environment.

3.3.2.6.15 Guidance to enable successful technical support interactions

3.3.2.6.16 Educate on tools, policies, training opportunities, and communications related to the Agency's NetApp solutions

3.3.2.6.17 Identify new value or efficiency opportunities support advocate

3.3.2.6.18 End-to-end case and escalation management, including 24/7 escalation management for Priority 1 cases, oversight for Priority 2 to Priority 4 cases, and trend review

3.3.2.6.19 Service incident analysis

3.3.2.6.20 Facilitate and share root-cause analysis

3.3.3 Storage Array Solution for the Disaster Recovery Site:

3.3.3.1 NetApp FAS50 Storage Array or Equal.

3.3.3.2 Disaster Recovery site is located at 1900 Kanawha Blvd. East, Building 1, Charleston, WV 25305

3.3.3.3 Storage must be able to be integrated into an existing FlexPod Solution and maintain FlexPod cooperative support between the storage vendor and Cisco.

3.3.3.4 Storage must adhere to Cisco FlexPod validated design document for VMware.

3.3.3.5 Storage must have redundant hot swappable controllers.

3.3.3.6 Storage must have redundant hot swappable power supplies.

3.3.3.7 Storage must have a minimum of 75.93TiB formatted usable capacity before any storage efficiencies and include at least 1 drive of hot spare capacity.

3.3.3.8 Storage must be NL-SAS hot swappable media.

3.3.3.9 Storage must be scalable to a minimum of 480 drives.

3.3.3.10 Storage must include a minimum of using RAID-DP.

3.3.3.11 Storage must include 4 Ports 10Gb/25Gb Ethernet per controller, 8 ports total. Storage must include 2 Ports 100Gb Ethernet per controller, 4 ports total.

3.3.3.12 Storage must include a quantity of two (2) Cisco Nexus 9336-FX2, or Equal,switches to cluster storage into existing infrastructure for live migrations. An "or equal" switch must: (1) support 100GbE uplinks, (2) be compatible with the FlexPod validated design for VMware, and (3) support VXLAN/BGP EVPN for live VM migration. Vendor must provide documentation confirming compatibility with their bid response or upon request.

3.3.3.13 Storage must include NetApp Tech Refresh VolMove Service, or equivalent. An "or equivalent" service must: (1) perform live non-disruptive data migration with no application downtime, (2) support iSCSI and NFS volume migrations, and (3) be natively integrated with ONTAP or the proposed storage platform without requiring third-party software. Vendor must provide documentation confirming compatibility with their bid response or upon request. To live migrate data between storage systems while it is in production.

3.3.3.14 Storage must include installation services, which shall consist of: physical delivery to the designated data center rack, rack-and-stack of all components, power-on validation, cabling to existing network infrastructure, and initial firmware updates. No construction, building modifications, or permanent floor/wall mounting is required.

3.3.3.15 Vendor must include a minimum of six (6) days of storage and professional services, consisting of two (2) days on-site and four (4) days of remote during regular business hours (Monday–Friday, 8:00 AM–5:00 PM ET), billed only if used. Services include but are not limited to configuration assistance, documentation support, and knowledge transfer activities.

3.3.3.16 Storage must include the following protocols:

3.3.3.16.1 NFS,
3.3.3.16.2 CIFS,
3.3.3.16.3 S3,
3.3.3.16.4 FC,
3.3.3.16.5 iSCSI,
3.3.3.16.6 NVMeoF.

3.3.3.17 Solution must be able to natively SnapMirror or functional equivalent backup to AWS, Azure or Google without any 3rd party products as well have an AWS, Azure or Google analog option such as ONTAP Cloud or FSxN to provide full disaster recovery in the cloud.

3.3.3.18 Storage must include the following native platform features, or equivalent functionality:

3.3.3.18.1 Data Compaction
3.3.3.18.2 Data Compression
3.3.3.18.3 Deduplication
3.3.3.18.4 FabricPool
3.3.3.18.5 FlexCache
3.3.3.18.6 FlexClone
3.3.3.18.7 FlexGroup
3.3.3.18.8 FlexVol
3.3.3.18.9 Multi-Admin Verification
3.3.3.18.10 Dynamic authorization framework
3.3.3.18.11 Performance capacity
3.3.3.18.12 QoS (adaptive)
3.3.3.18.13 Built in Ransomware protection for NAS and SAN

3.3.3.18.14 SnapCenter
3.3.3.18.15 SnapLock
3.3.3.18.16 SnapMirror
3.3.3.18.17 SnapMirror active sync
3.3.3.18.18 SnapMirror Cloud
3.3.3.18.19 SnapMirror Synchronous
3.3.3.18.20 SnapRestore
3.3.3.18.21 Snapshot
3.3.3.18.22 NetApp Volume Encryption

3.3.4 Palo Alto – Production

3.3.4.1 Quantity of two (2) Palo Alto PA1420 Firewalls or Equal. Must support Active/Passive and Active/Active High Availability clustering, Must include real-time SSL/TLS decryption and inspection, Must support URL filtering with category-based policy enforcement and threat prevention (Threat ID or equivalent)

3.3.4.1.1 for the Production Site are located at 837 Chestnut Ridge Road, Morgantown, WV 26505

3.3.4.2 Must include "known threat protection": Threat ID, or equal. Must include signature-based threat detection updated in real-time, Must block exploits, malware, and command-and-control traffic, Must provide threat logging and reporting by threat ID category with at least five (5)-year subscriptions.

3.3.4.3 Must include "Unknown threat protection": Wildfire, or equal, Must analyze unknown files and URLs in a cloud-based sandbox environment, Must generate and distribute new threat signatures within 5 minutes of discovery, Must support analysis of executables, PDFs, Office documents, and web content with at least five (5)-year subscriptions.

3.3.4.4 Must include the ability to add resources into groups including but not limited to Gambling or Adult.: Refiltering, or equal, Must support category-based URL filtering with a minimum of 60 predefined categories, Must allow custom allow/block lists by URL or domain, Must provide real-time URL database updates with at least five-year subscriptions.

3.3.4.5 Must include fault-tolerant design: Palo Alto "High Availability" clustering

3.3.4.6 Must include real-time SSL decryption

3.3.4.7 Must include at least five (5) years of hardware and software support, including 24/7 remote support with a two (2) hour response time for Priority 1 (firewall down or unable to pass traffic) incidents and next-business-day advance hardware replacement.

3.3.4.8 Must include a minimum of three (3) days (twenty-four (24) hours) of on-site or online instructor-led training on the firewall hardware and subscription services for up to three (3) ERP staff members

3.3.4.9 Must include installation, set-up, and initial configuration. Vendor must provide configuration documentation to ERP upon project completion

3.3.5 Alternative "Or Equal" Submission: Vendor submitting an alternate brand must provide alternate brand information with the alternative product number on the Pricing Page when submitting their bid response. Failure to submit documentation for an "or equal" product may result in the vendor's bid being disqualified.

3.3.6 Hardware Delivery and Base Implementation Services: This section identifies the minimum services the successful vendor will be required to perform as part of delivering the hardware on site, validated, updated and powered on.

3.3.6.1 The vendor must have all hardware delivered to the designated data center locations (Production and Disaster Recovery Sites) within forty-five (45) days after the award is issued.

3.3.6.2 Once hardware arrives on site, the vendor will need to have professional services personnel on site within two (2) weeks to begin working on the following tasks, which must be completed within a total of thirty (30) calendar days from the delivery of equipment:

3.3.6.2.1 Inventory hardware to validate all components have been delivered. Perform "rack and stack" of the equipment at both locations.

3.3.6.2.2 Power on all equipment and validation there is no faulty hardware.

3.3.6.2.3 Update all firmware on the hardware components to the latest versions.

3.3.6.2.4 All software licenses feature keys to enable functionality requested must be validated. This will ensure that all firmware features/management features are enabled prior to accepting the hardware and authorizing subsequent payment of this first phase of the project.

3.3.7 Acceptance of System

3.3.7.1 If the test period produces no issues, ERP will issue a Letter of Acceptance of the system to the Vendor, and the contract and warranty period will start at that time.

Prior to the acceptance of the system the following criteria must be met: successful testing of all components, validating full functionality.

Once acceptance of the system is agreed to by ERP and the Vendor, ERP will issue a request a Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the warranty.

3.3.8 Kickoff Meeting

3.3.8.1 Upon full delivery of all hardware at both locations and staging, the successful vendor should schedule a kickoff meeting with their assigned project manager and technical resources that will be working with the ERP staff on the implementation and migration services portion of this project.

3.3.9 Warranty

3.3.9.1 Contract items must be warranted by the manufacturer. Vendor must register all equipment with the manufacturer upon delivery and provide ERP with documentation confirming registration. Vendor must provide advance hardware replacement on equipment determined to be defective and unable to be repaired; replacement equipment must be certified by the manufacturer as new. It is the Vendor's responsibility to ensure that a timely response is scheduled with the manufacturer in accordance with the requirements herein.

3.3.10 Implementation/Migration Services Phase: This section outlines the minimum tasks that the successful vendor will be required to perform as part of the implementation Phase of the project.

3.3.10.1 Assist ERP staff in connecting and configuring the network switching hardware to the existing wvOASIS core router(s) at both data centers.

3.3.10.2 A single storage pool on the Production Array providing the total usable capacity of the storage resources in the storage array at the production data center.

3.3.10.3 A primary storage pool on the Disaster Recovery Array providing the same usable capacity as the storage pool configured on the Production Array

3.3.10.4 Create data volumes as desired by the ERP engineers based upon consulting and adherence of best practices of the selected vendor.

3.3.10.5 Configuration of asynchronous replication between the existing Production Array and the new Production Array.

3.3.10.6 If any additional software is needed for this process, the vendor must include licenses of that software that will be retained by ERP as part of their bid response for these services. The NetApp storage arrays on which the storage requirements were based provides native replication tools for this functionality.

3.3.10.7 Configuration of the storage arrays and switching the hardware to allow new compute resources (blade servers) at both locations to access the storage arrays at the same location.

3.3.10.8 Configuration and implementation of Snapshot integration with the servers for Oracle Databases and the storage array.

3.3.10.9 Knowledge transfer of the snapshot integration and assistance in documenting tasks required to support the snap creation, mounting of snapshot to different host(s), and validating data availability for the target server's data usage.

3.3.10.10 Assist ERP staff with the installation of the hypervisor software VMware ESXi – platform, (ERP holds existing VMware vSphere licenses); vendor must have technical resources available that are knowledgeable on the server hardware at each location, configuration to include clustering, configuration of converged networking, attaching and configuring LUNs/volumes from the storage array to the servers and the installation and configuration of management tools (VMware vCenter). The clusters will be configured as follows:

3.3.10.10.1 One (1) 5-node cluster at the production site to run production workloads.

3.3.10.10.2 One (1) 3-node cluster at the disaster recovery site to run production workloads that reside at the Disaster Recovery Site and serve as the replication target for the production cluster

3.3.10.10.3 Assist the ERP staff with the migration of up to ten (10) existing virtual machines from the current production environment to the new production environment.

3.3.10.10.4 The Project Plan for the above Services work will be set during the project kickoff meeting and subsequent meetings and mutually agreed on by ERP staff and the successful vendor prior to any work being performed.

3.3.10.10.5 ERP staff estimates the Implementation/Migration Services of this project to be able to be completed in forty-five (45) days after the start date agreed upon during project kickoff and planning meetings by both ERP and the successful vendor.

3.4 Knowledge Transfer and Training: This section will outline any training or knowledge transfer required as part of this solicitation.

3.4.1 All implementation work being performed will be done alongside ERP staff and will provide knowledge transfer on all work being performed, no additional knowledge transfer should be required.

3.4.2 Onsite or online instructor-led training must be provided on the computer and networking components included in the solicitation.

3.4.2.1 The training can either be performed by staff employed by the vendor or provided via training vouchers for OEM training.

3.4.2.2 The training must include a minimum of three (3) days, or twenty-four (24 hours) of training for up to three (3) people from ERP.

3.4.3 Vendor must include on-site or online instructor-led training on the storage arrays

3.4.3.1 The training can either be performed by staff employed by the successful vendor or provided via training vouchers for OEM training.

3.4.3.2 The training must include a minimum of five (5) days (40 hours) of training for up to three (3) people from the ERP staff.

3.5 Project Closeout: Project Closeout shall include the following:

- **3.5.1** Provide all available/applicable operating manuals, information/instructions for all components after completion and acceptance.
- **3.5.2** Provide contact information, online web portal site for support and customer service
- **3.5.3** Vendor shall submit applicable warranty documents to the ERP project manager during this time, or upon final inspection or testing.
- **3.5.4** Vendor Shall provide ERP with all applicable final drawings and diagrams during cleanup and/or final inspection activities.
- **3.5.5** Vendor shall provide copies of all software license documents as required
- **3.5.6** Final payment will be withheld until these documents (to be delivered in digital PDF format via email or secure file transfer to the ERP project manager) are provided.

3.6 Vendor Responsibility and Accountability

- **3.6.1** The successful Vendor who is awarded this contract shall be designated as the Prime Contractor. The Prime Contractor shall serve as the sole point of contact and single point of operational and legal accountability for all deliverables, hardware, licensing, warranties, and professional services outlined in this solicitation.
- **3.6.2** If the Vendor utilizes a third party, subcontractor, or original equipment manufacturer (OEM) personnel for any portion of the hardware implementation, data migration, support, or training, the Vendor remains entirely responsible for their performance, behavior, and adherence to all contract SLAs.
- **3.6.3** The State will not manage, mediate, or act as a third party in any disputes or arrangements between the Vendor and its subcontractors, partners, or manufacturers. Any failure by a subcontractor or third party shall be treated directly as a material default by the Vendor.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page(s), or if entered in wvOASIS, the combined total of all commodity lines. Contract will be awarded in whole.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing unit price for each line on Exhibit A – Pricing Page. Vendor should enter the Total Bid Amount as listed on Exhibit A – Pricing Page on commodity line one if submitting their response electronically. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. **PAYMENT:**

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. **DELIVERY AND RETURN:**

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 45 calendar day after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the Production Site and/or the Disaster Recovery Site

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. **VENDOR DEFAULT**:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items and Contract Services in accordance with the requirements contained herein.
7.1.2 Failure to comply with other specifications and requirements contained herein.
7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.
7.2.1 Immediate cancellation of the Contract.
7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
7.2.3 Any other remedies available in law or equity.

EXHIBIT A - PRICING PAGE
Production and Disaster Recovery Infrastructure
CRFQ ERP27*01

Specification Section	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
3.3.1 & 3.3.2	Storage Array Solution - Production Site	AFF-A30A-100C NetApp	1	694,000	$ 694,000 -
3.3.3	Storage Array Solution - Disaster Recovery Site	FAS50-100-C NetApp	1	306,000	$ 386,000 -
3.3.4	Palo Alto Production Site with Implementation Services	PA-1420 Palo Alto	1	194,000	$ 194,000 -
3.3.10	Implementation/Migration Services Phase One/Storage	NetApp	1	24,000	$ 24,000 -
3.4	Knowledge Transfer & Training		1	14,000	$ 14,000 -
	Failure to use this form may result in disqualification		Total Bid Amount:		$1,232,000 .