

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

Request for Quotation
ISCF0113
ISCF0113

REQUEST FERRELL

MADDRESS CORRESPONDENCE (OTATION CONTRACTOR

304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE

DMD DATA SYSTEMS 2288 Savannah Lane Lexington, KY 40513

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### GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Orders. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

#### SIGNED BID TO:

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



State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130.

## Request for

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KRISTA FERRELL 304-558-2596

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DMD DATA SYSTEMS 2288 Savannah Lane Lexington, KY 40513

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SHIP VIA F.G.B. FREIGHT TERMS DATE PRINTED TERMS OF SALE 06/27/2006 01:30PM BID OPENING DATE: 07/07/2006 BID OPENING TIME UNITPRICE ITEM NUMBER AMOUNT. LINE QUANTITY or the state of th ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHI INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% of the employees working on the project being bid ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A Nonresident vendor with an affiliate or subsidiary WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 396-5171 7-05-2006 611300096 ADDRESS CHANGES TO BE NOTED ABOVE



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State of West Virginia
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#### 1,1 Overview of Request

The purpose of this Request for Quotation is to provide needed storage for the Office of Technology's server consolidation site. Complete installation and implementation services are included as part of this RFQ.

#### 2. PROCUREMENT SPECIFICATIONS

#### 2.1 Scope of Work:

The WV Office of Technology intends to acquire a storage solution with the capability to perform, at a minimum, the following functions:

2.1.1 The equipment provided in this RFQ will provide a SAN to WVOT with 30 145 G and 17 300 G dives. The equipment list includes configuration and management software needed for configuring LUNs, and ensuring that data secturity is assured as well as the Infrastructure needed to support connectivity for 1 Windows host via Fiber Channet Cards and 1 Windows host via NAS and 1 Windows host via ISCSI.
2.1.2 The SAN and NAS storage estrations shall provide for centralized and consolidated storage for SAN and NAS data application purposes. The proposed solution must be a Tier 1 solution and in the Cartner Magic Quadrant for SAN

and NAS solutions. The state will not accept proposals that have less than all stated requirements for storage and other espablishes.

# DMD is proposing IBM's N5200 (a NetApp product) which is a Tier 1 solution in the Gartner Magic Quadrant for SAN and NAS

2.1.3 The NAS solution must provide a control station with a management interface. The control station will present the SAN disk as NAS storage to hosts. The NAS solution must have redundant management connections to each data mover via serial and 10/100 interface and must manage data mover fallover. The NAS file storaing virus protection must be effect based real-time or host based scheduled scans of life shares. It must provide on-demand anti-virus support through light integration with Symantoc and must provide the ability to offlood real-time scanning from NAS file services solution to finit impact of anti-virus solution on proposed NAS file server. The NAS device shall not be susceptible to NT/2000/2003 type viruses. (i.e. buffer everflow, etc.)

DMD is proposing IBM's N5200 which will provide for a better overall solution then the EMC requested.

- \* N5200 provides the capability of concurrent NAS, iSCSI & fiber connectivity within the same system instead of requiring both the Celerra and the Clarion products from EMC.
- \* EMC requires the control station with redundant connections to the DataMovers because only a limited amount of storage can be assigned to each Data Mover so data needs to be moved quite often between Data Movers. The control station must be used to manage the failover between the Data Movers. The N5200 has dual controllers that have data assigned with automatic cluster failover between the controllers. There is a Snapmover software can be used to move data between the controllers if needed. In addition, the N5200 controllers are scale much higher than the datamovers. The EMC Control station is a single point of failure for the NS500.
- \* N5200 provides integrated antivirus functionality and works with best of breed vendors, like Symantec. The Symantec antivirus connector for network attached storage is supported on the N5200.

- \* EMC requires multiple management interfaces with the Navisphere Suite on the Clarion cx700 & the Celerra Manager & control station required for the NS500 Gateway. The N5200 includes the DataFabric Manager, which can be used to management all data regardless of the connectivity. In addition, there is ongoing software costs for the EMC management software while the N5200 management software is included with the storage warranty.
- \* EMC Celerra NS500 has no mirrored cache, which is a single point of failure
- \* EMC NS500 only provides scalability to only 21TB without a box swap. The N5200 can scale to 50TB and provides data in place upgrades to 84TB.
- \* N5200 uses a Raid-DP data format that protects against double parity data errors. EMC can't provide this level of protection.
- \* N5200 provides 4 full duplex 10/100/1000 Ethernet ports and four 2GB fiber channel ports on-board for redundant connectivity to each controller
- \* N5200 has additional software functionality available that the EMC solutions can't provide, like WORM capability.
- \* N5200 provides the ability to add both fiber channel drives & serial ATA drives, which allows for lower storage price points within the same frame.
  - 2.1.4 Dual-pathing for hosts is not required at this time.

Dual-pathing is not provided in the IBM N5200 solution proposed, but is available.

2.1.5 The backup capability of the solution shall provide the ability to back up data through a TSM client on Windows operating systems.

The IBM N5200 can be backed up via TSM client on Windows.

2.1.6 The system must be a turn-key operation where the successful vendor provides all software necessary to provide the features and functionality specified in this RFQ.

DMD Data Systems Inc will provide a turn key operation and software necessary to provide the features and functionality specified in this RFQ.

2.1.7 The successful vendor will be responsible for the coordination of any and all subcontractors necessary to implement the storage solution and will be the single point of contact.

DMD Data Systems Inc. will be responsible and will coordinate all subcontractors necessary to implement the storage solution with a single point of contact.

2.1.8 The successful vendor must provide all necessary documentation needed to fully operate the storage solution.

DMD Data Systems Inc will provide all necessary documentation needed to fully operate the storage solution.

#### 2.1.9 All a minimum the system resist contain the following Clarico CX700 parts:

QTY	them Number	Description
	OPTONUE TTO LINE OVETEU	CX700 PSI
	CX700 with 7TB usable SYSTEM	CA706 FSI
1	RACK-48U-C	49U COMMON RACK
remon	CX-2PDAE	CX DAE FC 2GB EXPANSION
1	CX-2PDAE-70	CX700 2G FC DAE W/FLARE
30	CX-2G10-146	FC 146GB 10K 520B 2GB
17	CX-2G10-300	300GB FCL 10K 2GB
*	PW40U-C-US	40U-C PWR CORD - 175
1	CX700-KIT	CX700 DOCS & RTU
1	C-MODEM-US	CLARIION SERVICE MODEM-US
1	NAV-WGKIT	NAVI WORKGROUP MEDIA
1	NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA
1	NAV7%0/WG	CX700 NAVI WORKGROUP
1	SE-CLAR-STOS	FOR SWI-S SUPPORT
3.	CEHW-WAR24PRM	CL24 PRM I4W WARU 7X24 4HR
	NAS Head 500G SYSTEM	PSI FOR NS500G
	NS502G-FD	2 DM NS500 GTWY FLO INST
1	NS-CSFD	1 CS NS50@NS700 Fld inst
2	NS-MIA	HSSDC TO FIBRE CONVERTER FOR TAPE CONNECT
7 ]	MODEM-US	UNITED STATES MODEM
7.	NS5-C-000	DOC & CD: N9500+CLAR
1	NAS-MGR-L	MANAGER ADVANCED EDITION
7	NS-ISCSI-DCD	L CELERRA ISCSI APP DCD

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1	NS502G-CIFS-L	NS500 CIFS LICENSE
1	NS6-IS-CI-L	NS600 ISCSI WITH CIFS UC
1	PS-CUS-FROSVC	Produci-Sased Services
	Brocade Fibre Switches SYSTEM	ENTERPRISE DIRECTOR SOLUTION
1G	FM-LC30MD	30M MM FIBRE CABLE LC-LC
2	DSE2RLKT	RAILS FOR SYMM DS5B2
2	DS-4100B-00	BROD 32-PORTS W/16 ACTIVE
2	DS41C0B;BU-00	BROD B-PORT UPGRADE
1	PS-EXP-DSC	Clx Switch 4Host Imp OSES

### DMD will provide the equipment provided below that meets or exceeds the RFP request:

2101-200	0000	STORAGE SOLUTIONS SYSTEM	2101-200	1
	7188	TWO - SIDE MOUNT 1-PHASE PDUS-OPT INTEGRATE WITH DS4000 OR STAND-ALONE		1
	9004	210		1
	9188	TWO - SIDE MOUNT 1-PHASE PDUS-BASE		1
	9202	STAND-ALONE 2101-200 RACK ORDER		1
	9300	U.S. ENGLISH		1
	9854	PWR CORDS,1-PH NEMA L6-30		2
		Total:		
		n5200 discount 50% off list		
2863-001	0000	IBM SYSTEM STORAGE EXN2000 EXPANSION	2863-001	2
	2010	SFP GBIC		2
	2043	2.0 M FC OPTICAL CABLE		2
	4004	300 GB, 10K RPM FC HDD		26
	4099	HDD BLANK PANEL		4
	9000	PDU PWR CORD, 42U RACK		2

	9202	FIELD INSTALL RACK MOUNT KIT Total:		2
2863-001	0000	IBM SYSTEM STORAGE EXN2000 EXPANSION	2863-001-1	2
	2010	SFP GBIC		2
	2042	1.0 M FC OPTICAL CABLE		2
	4002	144 GB, 10K RPM FC HDD		28
	9000	PDU PWR CORD, 42U RACK		2
	9202	FIELD INSTALL RACK MOUNT KIT		2
		Total:		
2864-A20	0000	IBM SYSTEM STORAGE N5200 MODEL A20	2864-A20	1
	1004	FC HBA FOR DISK, DUAL-PORT		4
	1007	QUAD PORT COPPER GIG-E NIC		2
	1040	5M FIBER CLUSTER 4X IB CBL		1
	1042	COPPER-FIBER CONVERTER		1
	7250	DATA ONTAP		1
	7251	CIFS		1
	7254	CFO		1
	7256	MULTISTORE		1
	7260	SNAPMOVER		1
	7269	FIBRE CHANNEL PROTOCOL		1
	8050	SNAPDRIVE FOR WINDOWS		1
	8051	SNAPDRIVE FOR WIN MEDIA KIT		1
	8100	FCP HOST ATTACH KIT - WIN		1
	8101	FCP MULTIPATHING DVR - WIN		1
	9000 9202	PDU PWR CORD, 42U RACK FIELD INSTALL RACK MOUNT KIT		1
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	9558	NUM, OF FC STORAGE LOOPS		4
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	7251 7254	CIFS		1
	7254 7256	CFO MULTISTORE		1
	7250 7260	SNAPMOVER		1
	7269	FIBRE CHANNEL PROTOCOL		, 1
	8050	SNAPDRIVE FOR WINDOWS		1
	8051	SNAPDRIVE FOR WIN MEDIA KIT		1
	8100	FCP HOST ATTACH KIT - WIN		1
	8101	FCP MULTIPATHING DVR - WIN		1
		Total:		
		SAN Switch discount 40% off list		
2005-B32	0000	IBM TOTALSTORAGE SAN32B-2	2005-B32	2
	2414	4 GBPS SW SFP TRANSCEIVERS - 4 PACK		12
	5605	FIBRE CABLE LC/LC 5M MULTIMODE		16
	7510	B32 PORTS 16-23 ACTIVATION		2

#### Total:

2.1.10 The proposed solution must be a Tier 1 solution and in the Gartner Magic Quadrant for storage area network (SAN) solutions

DMD Data Systems Inc is providing an IBM N5200 (NetApp) solution that exceeds EMC's offerings.

2.1.11 The storage system must have a minimum capacity at the time of installation of 6 terabytes (TB) of useable storage space in a RAID 5 configuration.

DMD Data Systems Inc. is providing a system with over 6 TB usable and a higher level of fault tolerance and availability then RAID 5.

2.1.12 No data migration will be required at this time.

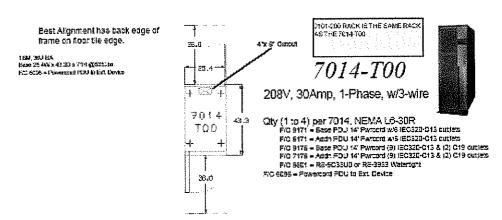
No data migration is included in the bid, but could be provided for a fee.

2.1.13 The storage solution must have the capability to install upgrades without disrupting content access.

DMD Data Systems Inc.'s solution of the IBM N5200 has the ability to install upgrades without disrupting content access.

2.1.14 Vendor must identify special electrical needs for the proposed solution in their proposal.

Find electrical requirements below



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2.1.15 Well-defined industry and de facto standards in the areas of operating systems, database connectivity, communications, and storage must be followed, permitting the system to be integrated into environments that include other applications and other systems with minimum effort.

DMD Data Systems Inc proposal of the IBM N5200 adheres to this requirement.

2.1.16 The vendor shall give WVOT a minimum of 48 hours ractice prior to the equipment arriving at our location. This will allow WVOT to prepare space for the storage of the equipment.

DMD Data Systems Inc will provide a minimum 48 hours notice prior to equipment arrival on site.

2.1.17 The successful vendor will install and deliver equipment at the Capitol Complex location during normal business hours, Monday through Friday. 8:00 am to 5:00 pm. However, the successful vendor shall notify WVOT at least 48 hours in advance of the equipment arriving at the site, as to when to expect the equipment. Delivery shall be "inside" delivery at a location designated or specified by WVOT personnel. Equipment shall not be left at the loading dock or other common drop-off point.

DMD Data Systems Inc. will provide inside delivery during normal business hours, assuming that there are standard accessibility features to your building.

2.1.18 The successful vendor shall supply WVOT with a single point of contact that can be contacted by WVOT for all issues related to installation of the equipment 2.1.19 During the installation of the system, the successful vendor's on-site personnel shall provide a "transfer of knowledge" to WVOT personnel. This transfer of knowledge shall include, but not be limited to, such information as tips for installation and hookup, any necessary programming, and tips or helpful hints for routine maintenance and keeping the system running smoothly or other information deemed important by the vendor personnel.

DMD Data Systems Inc. will supply WVOT with a single point of contact and transfer of knowledge to WVOT personnel.

#### 2.2 Maintenance/Warranty

2.2.1 The successful vendor must provide an original equipment manufacturers (EMC) three-year maintenance/warranty for all licensed software and hardware, regardless of the manufacturer's warrantles. The cost of the three-year maintenance/warranty will be included in the purchase price listed as item A on Attachment 1. Cost, if any, associated with maintenance/warranty service must be indicated in the pricing tables and must include all parts, labor, hardware and software upgrades, software Help Desk services, travel or any other expense. No separate reimbursement will be made the vendor for any expenses.

DMD Data Systems Inc. has including the cost of IBM 24x7 maintenance for a 3 year period of all hardware and software included in the bid.

2.2.2 The maintenance/warranty shall include on-site hardware service with a four (4) hour response time, 7days a week, 24 hours per day.

DMD Data Systems Inc. has included IBM 24x7 maintenance with a 4 hour service objective response time.

2.2.3 The successful vendor must also quote an additional 2 year maintenance agreement to begin after the initial three (3) year warranty period to include hardware and software upgrades. This must be billed annually in arrears.

DMD Data Systems Inc. has included the line item cost of an additional 2 years (to make a total of 5 years) IBM 24x7 maintenance with a 4 hour service objective response time

2.2.4 Any maintenance performed by a third party is solely the successful vendor's responsibility. The vendor must be the Agency's single point of contact. The vendor should provide a list of third parties that will be involved in this procurement.

DMD Data Systems Inc. is solely responsibly and the single point of contact for this bid. DMD will provide a list of 3<sup>rd</sup> parties that will be involved in this procurement.

2.2.5 The successful vendor must provide all hardware/software upgrades during the maintenance/warranty period at no additional cost to the maintenance/warranty quote.

DMD Data Systems Inc. will provide all hardware firmware/software upgrades during the warranty/maintenance periods for the parts proposed on this RFQ.

#### 2.3 ACCEPTANCE

2.3.1 WV Office of Technology shall test the storage solution to verify all mandatory requirements have been delivered as described under this RFQ. This acceptance test will be conducted subsequent to completion of all vendor testing, but prior to placing the system into production.

DMD Data Systems Inc. agrees to this term and will work with WVOT to clearly define acceptance criterion for this project.

2.3.2 Vendor must provide support for the development and execution of the acceptance test. This will include providing an individual thoroughly familiar with the system as configured and installed at the WV Office of Technology to analyze questions and problems identified, recommend resolutions, and modify the system as necessary in order to correct the problem.

DMD Data Systems Inc. agrees to this term and will work with WVOT to clearly define acceptance criterion for this project.

2.3.3 The vendor must be on-site during testing. Any system changes needed to address the question/problem will be discussed, documented and prioritized prior to being made by the vendor.

DMD Data Systems Inc. agrees to this term and will work with WVOT to clearly define acceptance criterion for this project.

2.3.4 The system will not be accepted until all problems identified during the vendor and the Agency testing period have been resolved and the entire system has been up and running without error for 7 consecutive days. All costs for testing and implementation shall be included in the quoted hardware with installation and software with installation quote.

DMD Data Systems Inc. agrees to this term and will work with WVOT to clearly define acceptance criterion for this project.

2.3.5 The State shall have full and free use of all systems, products, and/or deliverables supplied by this contract.

DMD Data Systems Inc. agrees to this term.

#### 3. Cost Quotation Format/Bid Sheets

#### 3.1 Vendor Response

- 3.1.1 Vendors shall complete the Cost Sheet (Attachment 1) that is included in the RFQ in order to be considered for award of this contract.
- 3.1.2 A vender not completing the above items, either in whole or in part, shall be disqualified for consideration.
- 3.1.3 If the successful vendor fails to identify any charges for services that are required to meet the terms and conditions of this Quotation, it will be the responsibility of the successful vendor to pay these charges and such cost shall not be passed on to the State.
- 3.1.4 The vendor will not be reimbursed for travel or any other expense. These costs must be included in the purchase price.

DMD Data Systems Inc. complies with these terms.

#### 3.2 Cost Evaluation

3.2.1 The successful vendor shall be the vendor with the lowest purchase price of the equipment, including shipping, installation, transfer of knowledge, three (3) year all-inclusive warranty and additional 2 year maintenance warranty. This cost evaluation formula is spelled out on the Cost Sheet in Attachment 1.

#### 3.3 Terms and Conditions

- 3.3.1. The Vendor is solely responsible for all work performed under this contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract.
- products to be delivered under the terms of this contract.

  3.3.2 The vendor must define in their bid response any subcontractors who will be used to complete the requirements of this RFQ. Vendor shall include the name of the company, contact person and telephone number, type of work subcontractor will perform, and number of certified employees to perform work.

DMD Data Systems Inc. complies with these terms.

Attachment 1 - Cost Sheet
Purchase Price of Equipment – including shipping, installation, transfer of knowledge, and three (3) year all-inclusive warranty  (A) \$ \frac{222}{830}
Cost of two (2) year post-warranty maintenance agreement (B) \$ こし、いち
(A) + (B) = $\frac{243}{978}$ Total 5-year cost of ownership to be used for evaluation.
Single Point of Contact Information for Installation and Migration:
Richard Hardin
Network Operations Center Contact Information:
Dave Venable

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### AFFIDAVIT

#### West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

#### **DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

#### **EXCEPTION:**

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

#### LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

#### CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _	DWD	Data	Systems				
Authorized Signati	ure: <u>Richa</u>	a Hardin		Date:	7/5/%	***************************************	<del></del>
No Debt Affidavít Revised 02/08/06							***************************************