Sandra K. Hawkins
Verizon Business
1410 MacCorkle Avenue, SE
Charleston, WV 25314

July 5, 2006

Ms. Krista Ferrell
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Ferrell:

Thank you for the opportunity to present this RFQ response ISCF0113. Verizon Network Integration Corporation (Verizon) is excited about the prospect of providing a SAN storage solution to meet the Department of Administration requirements.

After reviewing the enclosed response, we are confident you will find we can provide the level of support and the quality of equipment you require. With Verizon and our industry-leading partner EMC, which leads the way in transforming service through innovation, we will provide a solution you can count on today, while laying the foundation for evolving needs in an efficient and cost-effective manner.

As one of our most important customers, we have responded to your requirements in a priority manner and that commitment is ongoing. Our team can provide you with the expertise that is needed, allowing the Department of Administration to concentrate on their core competencies.

Thank you for the opportunity to present this proposal. Please feel free to contact me at (304) 344.6700 with any questions or concerns. We are looking forward to hearing from you.

Sincerely,

Sandra K. Hawkins
Corporate Account Manager III

Verizon Network Integrations Corp. ("Verizon") has offered this RFQ response in accordance with the terms and conditions therein. In addition and in compliance with the WV Purchasing Division's Policies and Procedures Handbook, Section 7.2.7, Verizon also incorporates the additional terms and conditions reflected in the existing System Agreement signed December 7, 2005 between the Department of Administration (IS&C) and Verizon.

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

Request for Quotation

RFQ NUMBER	PAGE
ISCF0113	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR
*502095242 304-344-6700
VERIZON NETWORK INTEGRATION CO
1410 MACCORKLE AVE SE

CHARLESTON WV 25314

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/27/2006				

BID OPENING DATE: 07/07/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-20		See Page 5 for Total

COMPUTER ASSISTED RETRIEVAL SYSTEMS

REQUEST FOR QUOTATION

THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY, IS SOLICTING BIDS TO PROVIDE AND INSTALL A CLARION CX700 STORAGE SOLUTION IN THE OFFICE OF TECHNOLOGY LOCATED AT ONE DAVIS SQUARE IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

VENDOR PREFERENCE CERTIFICATE

CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).

A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
S. Hessami	304 344 6700	7/5/06

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP-PCM	23-2743964	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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 Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

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

Request for Quotation

RFQ NUMBER	PAGE
ISCF0113	2

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1410 MACCORKLE AVE SE

CHARLESTON WV 25314

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/27/2006				

BID OPENING DATE: 07/07/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND 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 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

(X) 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.

B. 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
(X) 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 S. Hessami TELEPHONE 304 344-6700 DATE 7/5/06

TITLE VP-PCM FEIN 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
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Post Office Box 50130
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Request for Quotation

RFQ NUMBER	PAGE
ISCF0113	3

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.

BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.

BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.

UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
S. Hessami	304 344-6700	7/5/06

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP-PCM	23-2743964	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
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Request for Quotation

RFQ NUMBER	PAGE
ISCF0113	4

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06/27/2006				

BID OPENING DATE: 07/07/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

BIDDER: Verizon Network Integration Co
DATE: 7/5/06
SIGNED: S. Hessami
TITLE: VP-PCM

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".
(REV. 12/00)

NOTICE

AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
S. Hessami	304 344-6700	7/5/06

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP-PCM	23-2743964	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
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Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
ISCF0113	5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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06/27/2006				

BID OPENING DATE: 07/07/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

BUYER: 21

RFQ. NO.: ISCF0113

BID OPENING DATE: 07/07/2006

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304 341 1464

CONTACT PERSON (PLEASE PRINT CLEARLY):

Sandra K. Hawkins

****** THIS IS THE END OF RFQ ISCF0113 ****** TOTAL:

A) $261,252.56

B) $47,257.80

A + B $308,510.36

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE S. Hessam TELEPHONE 304 344-6700 DATE 7/5/06

TITLE VP-PCM FEIN 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTATION
STATE OF WEST VIRGINIA

WV Office of Technology

The Purchasing Division of the WV Department of Administration, for the WV Office of Technology (WVOT), is requesting quotations from qualified vendors for the purchase, along with a 36-month warranty contract, provision inclusive of travel or any other expense, for the implementation of a Clarion CX700. No separate reimbursement will be made to the vendor for travel or any other expense. Quotations must include ALL costs associated with the implementation of the requested storage system; this must include materials, professional services, personnel travel, and any other costs associated with this project.

All specifications are mandatory unless otherwise indicated and the award shall be based on the lowest bid meeting specifications. Vendors are to complete the attached Bid Sheets.

DESCRIPTION OF SERVICES REQUESTED

1. GENERAL INFORMATION

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.

1.2 Current Environment

WVOT currently has 3 Windows 2003 servers in a Windows Active Directory in the server consolidation environment. WVOT does not have storage in the server consolidation site.

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 30 146 G and 17 300 G drives. The equipment list includes configuration and management software needed for configuring LUNs, and ensuring that data security is assured as well as the infrastructure needed to support connectivity for 1 Windows host via Fiber Channel Cards and 1 Windows host via NAS and 1 Windows host via ISCSI.

2.1.2 The SAN and NAS storage solutions 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 Gartner Magic Quadrant for SAN

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

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 failover. The NAS File serving virus protection must be client-based real-time or host based scheduled scans of file shares. It must provide on-demand anti-virus support through tight integration with Symantec and must provide the ability to offload real-time scanning from NAS file services solution to limit 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 overflow, etc...)

2.1.4 Dual-pathing for hosts is not required at this time.

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.

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.

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.

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

2.1.9 At a minimum the system must contain the following Clariion CX700 parts:

QTY	Item Number	Description
	CX700 with 7TB usable SYSTEM	CX700 PSI
1	RACK-40U-C	40U COMMON RACK
3	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
1	PW40U-C-US	40U-C PWR CORD - US
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	NAV700-WG	CX700 NAVI WORKGROUP
1	SE-CLAR-STDS	FOR SMI-S SUPPORT
1	CLHW-WAR24PRM	CL24 PRM HW WARU 7X24 4HR
1	CX700	CX700 FC ARRAY W 8GB MEM
	NAS Head 502G SYSTEM	PSI FOR NS500G
1	NS502G-FD	2 DM NS500 GTWY FLD INST
1	NS-CSFD	1 CS NS500/NS700 Fld Inst
2	NS-MIA	HSSDC TO FIBRE CONVERTER FOR TAPE CONNECT
1	MODEM-US	UNITED STATES MODEM
1	NS5-C-DCD	DOC & CD: NS500+CLAR
1	NAS-MGR-L	MANAGER ADVANCED EDITION

1	NS-ISCSI-DCD	CELERRA ISCSI APP DCD
1	NS502G-CIFS-L	NS500 CIFS LICENSE
1	NS5-IS-CI-L	NS500 ISCSI WITH CIFS LIC
1	PS-CUS-PRDSVC	Product-Based Services
	Brocade Fibre Switches SYSTEM	ENTERPRISE DIRECTOR SOLUTION
16	FM-LL30MD	30M MM FIBRE CABLE LC-LC
2	DSB2RLKT	RAILS FOR SYMM DS8B2
2	DS-4100B-00	BRCD 32-PORTS W/16 ACTIVE
2	DS4100B-8U-00	BRCD 8-PORT UPGRADE
1	PS-EXP-DSC	Ctx Switch 4Host Imp QSES

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

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.

2.1.12 No data migration will be required at this time.

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

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

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.

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

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.

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.

2.2 Maintenance/Warranty

2.2.1 The successful vendor must provide an original equipment manufacturers (EMC) three-year warranty for all licensed software and hardware, regardless of the manufacturer's warranties. The cost of the three-year warranty will be included in the purchase price listed as item A on Attachment 1. Cost, if any, associated with 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.

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

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.

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.

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.

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.

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.

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.

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.

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

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 vendor 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.

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.

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.

Attachment 1 – Cost Sheet

Purchase Price of Equipment – including shipping, installation, transfer of knowledge, and three (3) year all-inclusive warranty

(A) $ 261,252.56

Cost of two (2) year post-warranty maintenance agreement

(B) $ 47,257.80

(A) + (B) = $ 308,510.36 Total 5-year cost of ownership to be used for evaluation.

Single Point of Contact Information for Installation and Migration:

Chris Judy - EMC Senior Technology Consultant
Telephone - 513-745-0300

Network Operations Center Contact Information:

Unisys as an EMC certified partner provides hardware and software support for EMC Clarion Disk products. Hotline telephone number is 1-800-328-0440

Quote

verizon

Quote #	Revision #	Date
8-2704S3	1	06/15/2006

Bill To:
WV Dept. Of Admin. - IS&C
1 Davis Square
Charleston, WV 25305
Attn: Infrastructure Manager

Customer Ship To:
WV Dept. Of Admin. - IS&C
1 Davis Square
Charleston, WV 25301
Attn: Infrastructure Manager

Quote Date	Project Engineer	NSE	CAM
06/15/2006	Eric Burgy	Eric Burgy	Sandra Hawkins

EMC SANs
RFQ # ISCF0104

Part Number	Description	Qty	MLP	Price	Extended
CX700	CX700 FC ARRAY W 8GB MEM	1	$63,100.00	$46,665.96	$46,665.96
RACK-40U-C	40U COMMON RACK	1	$4,200.00	$3,106.13	$3,106.13
CX-2PDAE	CX DAE FC 2GB EXPANSION	3	$5,900.00	$4,363.38	$13,090.14
CX-2PDAE-70	CX700 2G FC DAE W/FLARE	1	$5,900.00	$4,363.38	$4,363.38
CX-2G10-146	FC 146GB 10K 520B 2GB	30	$1,360.00	$1,005.33	$30,159.90
CX-2G10-300	300GB FCL 10K 2GB	17	$2,000.00	$1,479.11	$25,144.87
PW40U-C-US	40U-C PWR CORD - US	1	$1,150.00	$850.49	$850.49
NAV-WGKIT	NAVI WORKGROUP MEDIA	1	$.00	$.00	$.00
CX700-KIT	CX700 DOCS & RTU	1	$.00	$.00	$.00
C-MODEM-US	CLARIION SERVICE MODEM-US	1	$.00	$.00	$.00
NAV700-WG	CX700 NAVI WORKGROUP	1	$21,500.00	$15,900.44	$15,900.44
SE-CLAR-STDS	FOR SMI-S SUPPORT	1	$.00	$.00	$.00
CLARSFTPP	PREPAID CLAR SFT	1	$6,064.00	$3,853.78	$3,853.78
NS502G-FD	2 DM NS500 GTWY FLD INST	1	$29,000.00	$21,447.11	$21,447.11
NS-CSFD	1 CS NS500/NS700 FLD INST	1	$4,700.00	$3,475.91	$3,475.91
NS5-C-DCD	DOC & CD: NS500+CLAR	1	$.00	$.00	$.00
MODEM-US	UNITED STATES MODEM	1	$.00	$.00	$.00

PRICING IS VALID FOR ONLY 30 DAYS FROM QUOTE DATE
PRICES DO NOT INCLUDE TAXES OR SHIPPING & HANDLING

Quote

verizon

			Quote #	Revision #	Date
			8-2704S3	1	06/15/2006
Part Number	Description	Qty	MLP	Price	Extended
NS-ISCSI-DCD	CELERRA ISCSI APP DCD	1	$.00	$.00	$.00
NAS-MGR-L	MANAGER ADVANCED EDITION	1	$11,600.00	$8,578.84	$8,578.84
DS-4100B-00	BRCD 32-PORTS W/16 ACTIVE	2	$14,600.00	$10,797.51	$21,595.02
DS4100B-8U-00	BRCD 8-PORT UPGRADE	2	$5,900.00	$4,363.38	$8,726.76
CBFM-DEMO	CBFM EVALUATION CD	1	$.00	$.00	$.00
NAVAGT-WINKIT	NAVI AGENT WINDOWS MEDIA	1	$.00	$.00	$.00
NS-MIA	HSSDC TO FIBRE CONVERTER FOR TAPE CONNEC	2	$1,400.00	$1,035.38	$2,070.76
NS502G-CIFS-L	NS500 CIFS LICENSE	1	$12,500.00	$9,244.44	$9,244.44
NS5-IS-CI-L	NS500 ISCSI WITH CIFS LIC	1	$.00	$.00	$.00
FM-LL30MD	30M MM FIBRE CABLE LC-LC	16	$310.00	$228.80	$3,660.80
DSB2RLKT	RAILS FOR SYMM DS8B2	2	$370.00	$239.20	$478.40
PS-EXP-DSC	Ctx Switch 4Host Imp QSES	1	$11,840.00	$12,313.60	$12,313.60
					$234,726.73

PRICING SUMMARY

TOTAL EQUIPMENT PRICE	$234,726.73
PROTECT AND GROW ID# 1111	-$29,028.17
OTHER CHARGES	$55,554.00
TOTAL SYSTEMS PRICE	$261,252.56

Accepted for WV Dept. Of Admin. - IS&C Date

PRICING IS VALID FOR ONLY 30 DAYS FROM QUOTE DATE
PRICES DO NOT INCLUDE TAXES OR SHIPPING & HANDLING

RFQ No. _____

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: Verizon Network Integration Co

Authorized Signature: S. Hessami Date: 7/5/06

AGREEMENT ADDENDUM

WV-96
REV. 5/94

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

1. ARBITRATION – Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. HOLD HARMLESS – Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. GOVERNING LAW – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. TAXES – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. PAYMENT – Any reference to prepayment are deleted. Payment will be in arrears.

6. INTEREST – Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. RECOUPMENT – Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

8. FISCAL YEAR FUNDING – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. STATUS OF LIMITATIONS – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. SIMILAR SERVICES – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. ATTORNEY FEES – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. ASSIGNMENT – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. LIMITATION OF LIABILITY – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. RIGHT TO TERMINATE – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.

15. TERMINATION CHARGES – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. RENEWAL – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. INSURANCE – Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

18. RIGHT TO NOTICE – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. ACCELERATION – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. AMENDMENTS – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parities. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

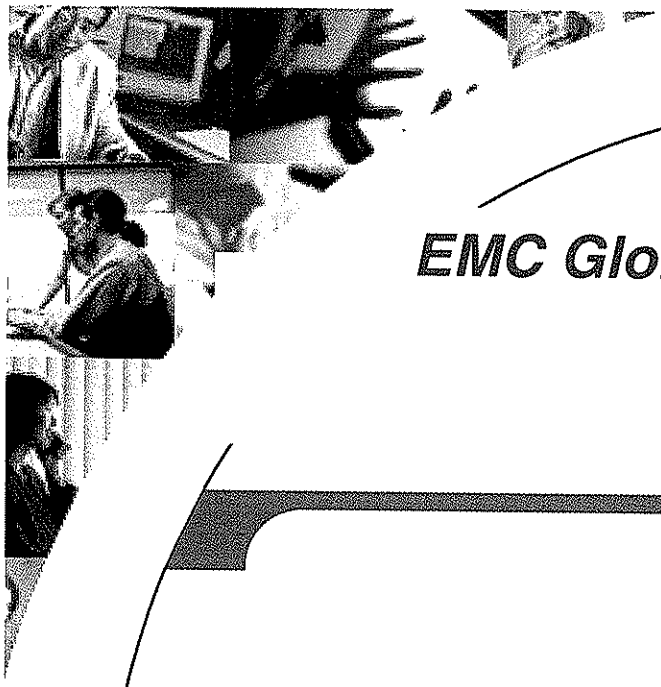
VENDOR

Company Name: Verizon Network Integration Co

Signed: S. Hessami

Title: VP-PCM

Date: 7/5/06



EMC Global Services

Custom NS502G Design and Implementation Statement of Work

Prepared for:

Verizon Network Integration Corp.

500 Technology Drive

South Charleston, WV 25309

Date: 06/30/2006

Prepared by:

EMC Corporation

9825 Kenwood Road
Suite 300

Cincinnati, Ohio 45242

U.S.A.

PS SOW Number: WVIS&C_06062006_PS-CUS-PRDSVC

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Table of Contents

1 Introduction ***4***

2 Background and Requirements ***4***

3 Project Scope ***4***

3.1 Out of Scope/Assumptions *5*

4 Project Management ***5***

5 Summary of Deliverables ***6***

6 Terms and Conditions ***7***

6.1 Fees, Acceptance, and Invoicing *7*

6.2 Cancellation or Termination *8*

6.3 WVIS&C Obligations *8*

6.4 Mutual Responsibilities *9*

6.5 Location *9*

6.6 Time Off *10*

6.7 Primary Contacts *10*

6.8 Notices *10*

6.9 Progress Reports and Time Records *11*

6.10 Change in Scope *11*

7 Agreement ***13***

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1 Introduction

This *Statement of Work ("SOW")* sets forth the terms under which Verizon Network Integration Corp. has engaged EMC Professional Services to provide the project Consulting and Implementation Services ("Consulting Services") to the the State of West Virginia Department of Administration, Information Services and Communications (referred to as WVIS&C) described in this *Statement of Work*.

2 Background and Requirements

This Project Statement of Work outlines the detailed scope, high-level tasks, and anticipated timelines required in completing this effort, as well as the Company resources to be involved in this effort.

EMC will work closely with WVIS&C's staff to manage and implement the *Custom NS502G Design and Implementation* in the three phases listed in **Section 5**. This overall implementation delivers a new NAS NS502G connecting to a CX700 storage array at WVIS&C's data center facility.

3 Project Scope

The project duration is expected to be less than week. This project's objective is to provide WVIS&C with the following:

- Integration of (1) NS502G with (2) data movers to (1) existing EMC Storage Array (CLARiiON or DMX) and existing SAN.
- Back-end configuration of (1) EMC CX700 Storage Array to enable NAS access.
- Installation of latest NAS software and operating system (DART) on primary control station and data movers.
- Configure one network interface on primary control station.
- Configure default gateway routing on primary control station.
- Configure failover relationship for Primary and Standby Data Movers.
- Configure up to (6) virtual network devices (FSN or TRK) on primary data mover.
- Configure up to (6) Network interfaces for the primary data mover.
- Configure default gateway routing on primary data mover.
- Configure (1) DNS domain on primary data mover.
- Configure Network Time Protocol on primary data mover.
- Configure up to (12) file systems.
- Configure CIFS file access protocol.
- Configure Internal Usermapper service on primary data mover.

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- Implement up to (6) Celerra CIFS servers validated within a single Windows Domain.
- Configure up to (12) CIFS shares.
- Configure upto (12) SnapSure checkpoint schedules.
- Configure upto 1 iSCSI Connection for a supported Windows Server host
- Integrate with (1) Backup Solution (NDMP or LAN).
- Test user access from CIFS clients.
- Test primary and standby data mover network interfaces.
- Test primary data mover failover

3.1 Out of Scope/Assumptions

EMC is responsible to perform the Implementation Services described in this Statement of Work. Services outside the scope include, but are not limited to the following:

- FTP, NFS protocols.
- Configuration of Filesystem Quotas.
- FileMover configuration.
- Write Once Read Many (WORM) configuration.
- Celerra Anti-Virus Agent (CAVA).
- Celerra Replicator.
- SRDF Replication.
- Virtual Datamovers (VDM's).
- TimeFinder/FS configuration.
- SNMP Events and Notifications configuration.
- NAS Access Control Lists (ACL's).
- Data Migrations.
- Configuration of the SAN and storage arrays.

4 Project Management

- Deliver project management leadership for all project tasks pertaining to this engagement.

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- Gather data relevant to and required for the EMC infrastructure being deployed.
- Risk assessment planning throughout the project lifecycle.
- Verify hardware and software requirements are met.
- The EMC Project Manager will be responsible for directing EMC resources WVIS&C will assign a resource to coordinate WVIS&C efforts related to this project).
- Conduct meetings as necessary, gathering information needed to ensure the configuration design and implementation meet WVIS&C IT infrastructure and business requirements.

5 Summary of Deliverables

EMC provides WVIS&C with the following deliverables:

Phase	Deliverable
Phase I **Planning and Design**	➢ EMC Implementation Project Plan. ➢ Proposed Test and Acceptance Plan.
Phase II **Implementation and Testing**	➢ Operational Environment ➢ Evidence the Test and Acceptance Plan is successfully completed.
Phase III **Documentation, Functional Overview, and Acceptance**	➢ Configuration Guide. ➢ Functional Overview.

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6 Terms and Conditions

The following paragraphs detail the Terms and Conditions of this SOW.

6.1 Fees, Acceptance, and Invoicing

The total agreed fixed-fee for the Consulting Services (exclusive of travel and related expenses) identified in this *SOW* is $16,460. Travel and related expenses incurred by EMC in provision thereof **are** included in the fee described above.

The following pricing shall apply provided EMC receives a purchase order or other written authorization from Verizon Network Integration Corp., referencing this *SOW*, no more than thirty (30) calendar days after the Effective Date. Until receipt thereof, neither party shall have any obligation to the other. Upon receipt of the purchase order, EMC shall invoice Verizon Network Integration Corp. in accordance with the following schedule in Table 1.

Table 1. Event/Milestone Schedule

Event/Milestone	Amount Due
Verizon Network Integration Corp. Signature of *Statement of Work and receipt of Purchase Order.*	$4,000
Phase 1 completion	$4,000
Phase 2 completion	$4,000
Phase 3 completion	$4,460
Total	$16,460

The Consulting Services to be performed during each Phase and the deliverable, if any, associated with the Phase are described in section 5 above. The acceptance criteria for each Phase shall be successful completion of the applicable portion of the Consulting Services and presentation of a conforming deliverable. At the time EMC has, in its reasonable opinion, fulfilled the acceptance for each Phase, EMC shall send WVIS&C a written notice that identifies the Phase and requests a written response from WVIS&C.

WVIS&C shall have seven (7) calendar days from receipt of such notice in which to respond that (i) EMC has successfully complied with the acceptance criteria; or (ii) EMC has not so complied and the specific basis for such noncompliance. If WVIS&C indicates noncompliance, the parties shall promptly meet and use good faith to resolve difficulties.

If WVIS&C indicates compliance with the Phase, or does not respond within such seven (7) day period, the Consulting Services for the applicable Phase shall be deemed to be accepted. EMC is authorized to issue the applicable invoice to <WINNER>> upon such acceptance. Payment is due within thirty (30) days after the date of the invoice.

The results, accuracy, and contents of EMC's deliverables are dependent upon the content and accuracy of information provided by WVIS&C. Once a schedule has been mutually agreed upon, EMC shall make reasonable efforts to accommodate changes requested by WVIS&C.

WVIS&C shall send the EMC Project Manager notice of postponements or delays at least ten (10) business days in advance of the scheduled event. If EMC is not reasonably able to "work-around" the postponement or delay, especially in instances where the consulting and implementation services require participation by WVIS&C personnel that become unavailable,

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EMC is authorized to charge Verizon Network Integration Corp. for time lost and additional expenses incurred due to such delays or postponements at EMC's then standard hourly rates.

Verizon Network Integration Corp. shall send all payments to:

EMC Corporation
176 South Street
Hopkinton, MA 01748
USA

6.2 Cancellation or Termination

In the absence of a breach by EMC of EMC's obligations, if Verizon Network Integration Corp. cancels the Consulting Services or if EMC terminates due to breach by Verizon Network Integration Corp. or WVIS&C, EMC is authorized to invoice, and Verizon Network Integration Corp. shall pay EMC the following amounts, which are deemed liquidated damages, and not as a penalty: (i) all fees and expense reimbursements associated with the Phase in effect on the date of cancellation and all earlier Phases or agreed payment events (but only to the extent payment therefore has not yet been previously received by EMC at the time of such cancellation); and (ii) one-half of the fee associated with the Phase, if any, that next follows the Phase in effect in the date of such cancellation.

6.3 WVIS&C Obligations

WVIS&C shall afford EMC access to WVIS&C staff at various times in the project but EMC is also aware that WVIS&C's staff is dedicated to the daily operations of the facilities. EMC shall make every reasonable effort to limit the demands on these people but WVIS&C contacts may have critical knowledge of the operations and the business itself. This knowledge must be made available to EMC in a timely fashion, and is invaluable to the project's success. In support of this project, WVIS&C shall:

- Assign a Project Sponsor as the single point of contact for issue resolution, activity scheduling, interview scheduling, and information collection and dissemination. The Project Sponsor is responsible to ensure compliance with WVIS&C's obligations.
- Provide at least one (1) technical contact with system administration responsibilities and appropriate levels of access privileges to systems and information necessary to perform this service.
- Make any system maintenance window available for EMC (or authorized agents) as needed to prepare equipment.
- Provide access to WVIS&C's systems and network as necessary to perform the consulting and implementation services during normal business hours, or at mutually agreed upon timeframes.
- Respond to EMC's requests that WVIS&C resources work on issues and tasks not directly stated in this Statement of Work, but have a direct impact on the successful completion of this project.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Review and comment on all deliverables provided by EMC.
- Provide network connectivity and access, and assume all responsibility for network performance and network configuration issues.
- Verify the equipment location (work site) is ready to perform the consulting and implementation services.
- Ensure fully configured server(s) running the required operating system versions (including patches) as documented in the product guide are available to ensure successful project completion.

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- Conform to the *EMC Product Support Matrix* requirements (server, NICs, HBAs, software, etc.), as directed by the EMC Services Implementation Specialist.
- Provide EMC with sufficient access to WVIS&C's business resources to create/develop the design documentation.

6.4 Mutual Responsibilities

In support of this effort, both EMC Services and WVIS&C shall:

- Conduct project review meetings at a mutually agreed upon time and location to discuss the project status, issues, new requirements, and overall project satisfaction.
- Support and provide representation at these meetings, which will review performance status update, schedule update, pending changes, open issues and action items.
- Support Project Issue and Tracking Resolution, by using the *EMC Project Issue Report* to track and review issues.
- Coordinate any change to this *Statement of Work* (whether cost impacting or not) with WVIS&C's Project Sponsor in accordance with the *EMC Project Change Request Form* supplied in a separate document.
- Collaborate to adjust project schedules and re-deploy resources in an expeditious manner in the event of schedule delays beyond the control of either party.
- Meet at the project conclusion in person or via telephone to bring project closure and capture, discuss, and/or resolve any project issues that may have arisen since the implementation hand-off occurred.

6.5 Location

The Consulting Services shall be performed primarily at a WVIS&C site in Charleston, WV. However, EMC shall have the option of performing appropriate portions at an EMC Services selected location (the "EMC site").

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6.6 Time Off

EMC Services personnel shall be entitled to take time off for training, meetings, vacation or other reasons in accordance with the schedule as shown in Table 2:

Table 2. Time Off

Estimated Engagement Length	Time Off
Three (3) Months	Five (5) work days
Six (6) Months	Ten (10) work days
One (1) Year	Fifteen (15) work days

6.7 Primary Contacts

The names and related information of the primary points of contact, who may also act as Project Managers, for their respective organizations, are as follows:

Item	EMC Contact	WVIS&C Contacts	<Winning Bidder> Contacts
Name	**<TBD>**	Rita Fernatt	**<TBD>**
Office No.	**<TBD>**	(304) 558-5472 x 6225	**<TBD>**
Mobile No.	**<TBD>**		**<TBD>**
Fax No.	**<TBD>**		**<TBD>**
E-mail Address	**<TBD>**	RFernatt@wvadmin.gov	**<TBD>**

6.8 Notices

With the exception of *Purchase Orders*, acknowledgements, invoices, payments and other usual and routine communications, all other notices or writings required or permitted under this *Statement of Work*, including but not limited to notices of default or breach, shall be signed by an authorized representative of the sender, sent to the respective individuals identified below (which may be changed by written notice to the other), and shall be deemed to have been received (i) when hand delivered to such individuals by a representative of the sender, or (ii) three (3) days

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after having been sent postage prepaid, by registered or certified first class mail, return receipt requested, or (iii) when sent by electronic transmission, with written confirmation by the method of transmission, or (iv) one (1) day after deposit with an overnight carrier, with written verification of delivery.

Table 3. Responsible Parties

For EMC	For <Winning Bidder>	For WVIS&C
EMC Corporation	Verizon Network Integration Corp.	State of West Virginia Department of Administration, Information Services and Communications
176 South Street		One Davis Square
Hopkinton, MA 01748		Charleston, WV 25301
Attn:	Attn:	Attn: Rita Fernatt

6.9 Progress Reports and Time Records

Unless otherwise agreed, EMC may send WVIS&C a bi-weekly report summarizing the work completed during such period, and the status of the work then in process, the status of any known problems or outstanding issues, and the status of open change requests, if any.

6.10 Change in Scope

Any deviation or change in the scope of the Consulting Services must be approved by WVIS&C or an authorized designee thereof.

The EMC Primary Contact has overall responsibility for the change process. When a change is desired, the requestor (EMC or WVIS&C) notifies the EMC Primary Contact who performs the following:

- Prepares a preliminary *Project Change Request Form* to identify the nature of the requested change.
- Acknowledges receipt of the Change Request.
- Performs an initial Impact Assessment to determine the effect, if any, on the consulting and implementation service's schedule and the costs associated utilizing resources to perform a full Change Request analysis. If the Impact Assessment indicates using resources to analyze the Change Request affects the consulting and implementation services schedule or costs, the EMC Project Manager shall obtain WVIS&C approval before performing the Change Request analysis.
- Reports the Change Request status in the Progress Reports.

If WVIS&C approves a full Change Request analysis, the EMC Project Manager shall prepare a *Project Change Request Form* detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. This analysis shall result in a final *Project*

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Change Request Form containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

- Implement without adjusting current cost or delivery schedule.
- Implement with impact to WVIS&C's cost or delivery schedule.
- Recommended as a follow-on project.
- If EMC finds the project not technically or economically feasible, an explanation will be provided detailing the reason.

The EMC Project Manager reviews the *Project Change Request Form* with WVIS&C and it is marked as "accepted" or "withdrawn," and signed by both parties. If "accepted", consulting and implementation services are revised to include the agreed change(s) and the invoicing process is appropriately modified.

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7 Agreement

This *Statement of Work* is the complete and exclusive agreement between EMC and Verizon Network Integration Corp. with regard to its subject matter, and supersede all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Consulting Services and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by Verizon Network Integration Corp.

IN WITNESS WHEREOF, the parties have caused the *Statement of Work* to be signed on the respective dates indicated below.

The parties hereby acknowledge that they have read and do understand this Agreement and all attachments hereto, and agree to all terms and conditions stated herein.

Table 4. Project Sign - Off

Acceptance of Statement of Work			
EMC Corporation		**Verizon Network Integration Co**	
Name:		**Name:**	Suleiman Hessami
Position:		**Position:**	VP- PCM
Signature:		**Signature**	S. Hessami
Date:		**Date:**	7/5/06

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STATEMENT OF WORK

Customer: WV Office of Technology

Quote: 8-27O4S3

This Statement of Work ("SOW") is by and between Verizon Network Integration ("Verizon") and WV Office of Technology ("Customer") as of the date last written below ("Effective Date") and is governed by the terms and made a part of the System Agreement ("Agreement") between Verizon and Customer.

This SOW defines the services and deliverables that Verizon shall provide to Customer under the terms of the Agreement ("Services"). This SOW also defines the responsibilities of Verizon and the Customer, the project scope, implementation duration, installation acceptance procedures, and Change Control Procedures. Verizon will perform the defined services at the locations listed in Exhibit A. Verizon will strive to meet Customer's schedule requirements; however, actual project dates will be subject to availability of material and resources.

Verizon will use reasonable efforts to avoid interruption of network service unless the Customer requires installation after hours. If it is necessary to interrupt network service, however, Verizon will notify the Customer SPOC at least 48 hours in advance.

1. Project Scope

Reference attached statement of work titled **"Custom NS502G and Brocade Departmental SAN Design and Implementation Statement of Work"** provided to Verizon Network Integration Corp. Verizon will subcontract all installation services and warranty/maintenance support through EMC Global Services.

1.1 Key Assumptions

Pricing is based on the following key assumptions:

- Verizon performs installations between the hours of 8:00 a.m. and 5:00 p.m local time (7:30 a.m. and 4:15 p.m. in Hawaii), Monday through Friday, excluding Verizon observed and Federal holidays. Off-hours are defined as anything other than those hours. This project ***DOES NOT*** require off-hour work.
- Customer personnel assigned to this project will have the skills necessary to assist Verizon in this project.

1.2. Verizon Responsibilities

- Provide a Single Point of Contact (SPOC) to manage and participate in the kickoff discussion, schedule coordination, and acceptance testing.
- Contact Customer prior to installation in order to confirm site readiness and schedule equipment delivery.
- Verify system power-up, operation of network interfaces and run internal diagnostics.
- Conduct Customer Acceptance Testing in accordance with the Acceptance Test Plan as defined per the manufacture's turn up documentation
- Document network equipment configuration, as per pre-sale negotiations, and provide a written copy to Customer.

1.3. Customer Responsibilities

- Provide a Single Point of Contact (SPOC) to resolve implementation issues and to participate in the kickoff discussion, schedule coordination, and acceptance testing. Customer shall provide the name and contact information of such individual to Verizon in writing.
- Provide at least one analog (voice) telephone line near the new hardware (<15ft), for use during installation.
- Assume responsibility for hardware, software and memory compatibility issues related to existing equipment.
- Prior to installation, perform back up of any involved device, including drivers, applications, and operating systems as required
- Be responsible for providing licensed copies of operating system and applications software should they need to be re-installed during the installation, as applicable. Customer is responsible for installation or re-installation of any software not provided by Verizon on this project.

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- Control all activities associated with the existing customer equipment, including changes, additions or deletions of devices made by any non-Verizon provided technicians.
- Provide prompt physical and electronic access to all areas/devices where Verizon will install equipment. NOTE: Wait time in excess of 30 minutes may result in a time and material charge.

1.4. Change Order Request

Verizon will provide Customer with a Verizon Change Order Request form, substantially in the form set forth in Exhibit B. Customer may request changes in, or additions to, the work being provided hereunder by completing the Verizon Change Order Request form. Requested changes will be facilitated to the extent feasible. If Verizon determines that such changes will cause an increase or decrease in the cost of or time required for performance of the work, Verizon will advise Customer thereof and such adjustments shall be reflected in the Verizon Change Order Request form. The Verizon Change Order Request form shall not become effective unless and until it is agreed to and executed by Customer and Verizon. Verizon will initiate changes to the project that affect cost or significantly affect schedule using the Change Control procedure.

1.5. Pricing and Payment

Payment terms should not be included in the SOW unless they are different than what is set forth in the Agreement.

(This section left intentionally blank)

1.6. Acceptance Testing

Verizon and Customer will perform acceptance testing at the time of installation. If Customer fails to provide access for Verizon to perform acceptance testing, or fails to participate in acceptance testing within 5 business days of being notified by Verizon that a site is ready for acceptance, the site(s) shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed. A Customer signature on the Certificate of Acceptance, as set forth in Exhibit C or other Verizon standard acceptance documents, signifies that all deliverables have been completed for the site. Verizon and Customer acknowledge and agree that this SOW accurately sets forth the Services that Verizon will provide to Customer, and is signed by an authorized representative of Customer and Verizon.

Customer	*Verizon Network Integration Co*
_____	Suleiman Hessami
Name	*Name*
_____	VP-PCM
Title	*Title*
_____	7/5/06
Date	*Date*
_____	S. Hessami
Signature	*Signature*

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Exhibit A - List of Identified Project Work Sites

Company Name	Contact	Address	Phone/ Fax	Site Type
WV OFFICE OF TECHNOLOGY				

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Exhibit B - Change Order Request

PERSON REQUESTING CHANGE: _____

TELEPHONE No.: _____ **DATE OF REQUEST:** _____
DESCRIPTION OF REQUEST: (Include details on problem and desired solution)

_____
_____
_____
_____

IMPACT SUMMARY: (Include estimates regarding additional Time and Costs)

_____
_____
_____
_____

ADDITIONAL CHARGES: $_____. ____
DISPOSITION: (Describe how changes will be implemented if approved)

_____
_____
_____
_____

APPROVALS: (Accepted by)
This document has been read and approved by the following individuals responsible for its implementation.

(Insert Appropriate Verizon Company Name)		**Customer**	
Name	_____	Name	_____
Title	Verizon Account Manager	Title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

Name _____

Title Verizon Project Manager

Date _____

Signature _____

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Exhibit C – Certificate of Acceptance

Certificate of Acceptance

Certificate of Delivery and Installation of Verizon's Services

The undersigned hereby certifies that all Services provided under this Statement of Work have been delivered to the undersigned and that the Services are hereby accepted by site. The undersigned further certifies that he/she has, or has been delegated, the authority to accept the Services.

Site Name	Acceptance Date	Customer Representative Title

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