



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
S0S70507

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

*423132115 304-746-4434
POMEROY COMPUTER RESOURCES SAL
4013 WASHINGTON STREET WEST
CHARLESTON WV 25313

SHIP TO

SECRETARY OF STATE
BUILDING 1, ROOM 157K
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0770 558-6000

DATE PRINTED 07/05/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/31/2006** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-49	<i>\$118,947.12</i>	<i>\$118,947.12</i>
<p>OPTICAL STORAGE MIGRATION PROJECT</p> <p>TO PROVIDE THE INFORMATION TECHNOLOGY DIVISION OF THE WEST VIRGINIA SECRETARY OF STATE'S OFFICE WITH AN OPTICAL MIGRATION SYSTEM.</p> <p>SPECIFICATIONS ARE ATTACHED</p> <p>MAINTENANCE DATES SHALL BE ESTABLISHED BY CHANGE ORDER AFTER THE INSTALLATION OF THE EQUIPMENT.</p> <p>ANY QUESTIONS CONCERNING THIS SYSTEM MUST BE SUBMITTED IN WRITING. ALL QUESTIONS MUST BE RECEIVED NO LATER THAN 4:00PM ON JULY 14, 2006. QUESTIONS MUST BE SUBMITTED TO THE FOLLOWING: RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: RPRICE@WVADMIN.GOV</p> <p>PLEASE NOTE MANDATORY REQUIREMENTS. FAILURE TO RESPOND TO THE MANDATORY REQUIREMENTS SHALL BE CAUSE TO DISQUALIFY THE BID.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

VENDOR Summary Attached

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>David Clark</i>	TELEPHONE <i>304-746-4434 x110</i>	DATE <i>7-31-06</i>	
TITLE <i>Salesman</i>	FEIN <i>61-1352158</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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 Virginia 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



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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION 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 OWNERSHIP 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</p> <p>(<input checked="" type="checkbox"/>) 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 HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p>						

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<p>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 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.</p> <p>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.</p> <p>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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

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<p>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.</p> <p>BIDDER: <u>Pomerooy Int Solutions</u></p> <p>DATE: <u>7-31-06</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Selesman</u></p> <p>* 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)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: SOS70507</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ SOS70507 ***** TOTAL: <u>\$118,947.12</u></p>						

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West Virginia Secretary of State

The Information Technology Division of the West Virginia Secretary of State's Office (WV-SOS) is soliciting quotations from qualified Vendors for its Optical Storage Migration Project (Project).

The Project consists of three (3) phases:

Phase One – Deliver and install the hardware and software, as detailed in Attachment 1.

Phase Two – Migrate all data from the existing hardware to the new hardware.

Phase Three – Maintenance and support for all hardware and software included in the Project, for a minimum of two (2) years.

The successful vendor will be required to complete all three (3) phases of the Project according to the specifications provided within this document and attachments.

Your reply to this Request for Quotation must acknowledge that the WV-SOS expects a "turnkey" solution, that is fully functional when the Project is successfully completed.

Current Environment

Hardware

Dell PowerEdge 2850 Server running Microsoft Windows Server 2003, Standard Edition (Imaging Server).

Microsoft SQL Server 2000, Service Pack 4, hosting the database for FileNet Version 5.4.

Legato DiskXtender Version 5.60.049.

Hewlett-Packard SureStore Optical 600MX (Jukebox), with 64 slots for Dual-Sided Optical Disks. Of which, 50 slots are populated. Each Optical Disk has a maximum capacity of 9.1 Gigabytes. The Total Current Storage In-Use is 330 Gigabytes.

Software

There are a number of applications used by the WV-SOS to create Document Images that are stored on the Jukebox. These applications do not directly communicate with the Jukebox. The Document Images are initially stored in a folder on the Imaging Server.

Once the Document Images are stored, Legato DiskXtender transfers the Document Images from the Imaging Server to the Jukebox, using a policy-based process. Legato DiskXtender also manages the retrieval process.

Proposed Environment

Hardware

Replacement of the Jukebox with a Write-Once Read-Many compliant, Content-Addressed Storage System, providing a minimum of one (1) terabytes of usable space in a redundant configuration, and

capable of backup via removable media to an off-site location for disaster-recovery (Proposed Hardware).

Software

Legato DiskXtender will continue to interface between the Imaging Server and the hardware replacing the Jukebox. No changes will be made to any of the software applications now in use, beyond those required to implement the Project.

General Requirements

It is essential to the successful completion of the Project that the Vendor understand the potential impact the Project will have on the daily operations of the WV-SOS Office. During Phase 1 and Phase 2, the Vendor shall notify the WV-SOS before any action is taken that could potentially disrupt daily operations. Any planned disruption of daily operations, that is required for the successful completion of the Project, must have the prior approval of the WV-SOS.

Therefore, upon acceptance by the WV-SOS of the successful Vendor's RFQ response, the Vendor shall immediately submit to the WV-SOS a detailed description of the steps necessary to successfully complete each phase of the Project.

Phase 1 Requirements

- 2. Vendors shall not propose hardware or software for the Project that does not meet the specifications as detailed in Attachment 1.

The successful vendor shall:

1. Supply and install all hardware and software (Solution) listed in Attachment 1 at the State Capitol Complex, Building 1 Suite 157-K, 1900 Kanawha Boulevard East, Charleston, West Virginia 25305.
2. Supply the WV-SOS with a Single Point of Contact (SPOC) that can be contacted by the WV-SOS for all issues relating to the Project.
3. Provide delivery of the Solution, according to these specifications:
 - a. Delivery must occur during normal business hours, Monday through Friday, 8:30 AM to 5:00 PM.
 - b. Delivery arrangements must be approved by the WV-SOS, Information Technology Staff (IT Staff) with a minimum of 48 hours notice prior to delivery for all items requiring "loading dock access".
 - c. All deliveries, regardless of routing, must be sent "Adult signature required".
4. Provide installation of the Solution, according to these specifications:
 - a. Installation must occur during normal business hours, Monday through Friday, 8:30 AM to 5:00 PM.

- b. Installation will be scheduled at a time mutually agreed upon by the Vendor and the IT Staff, based on the installation plan submitted.
 - c. The IT Staff will provide the on-site access needed to successfully complete the Project and will participate in the installation process. However, it is the Vendor's responsibility to execute the installation of all hardware and software directly related to the Project.
5. Provide a "Transfer of Knowledge" to the IT Staff, which includes, but is not limited to:
- a. The original documentation that is normally supplied with the Solution.
 - b. A copy of all documentation created by the Vendor related to the Project. Such as, but not limited to: installation notes, configuration settings, and any information not found within the original documentation.
 - c. Tips for installation.
 - d. Programming related to routine operations.
 - e. Recommendations for routine maintenance and support.
 - f. Other information deemed important by the Vendor.

Phase 2 Requirements

The successful vendor shall be responsible for migrating the data from the Jukebox to the Solution according to these specifications:

1. Zero-Loss-Data (100% of the data transferred and verified).
2. Accomplished on-site, by qualified Technical Staff who are industry certified on products included in the Solution. Proof of certification shall be included in the quote package.
3. Provide a list of references for past projects completed by the Vendor where the products included in the Solution used. References shall be included in the quote package.
4. The Technical Staff (# 2 above) shall have available to them, any and all resources from the Vendor and Original Equipment Manufacturer (OEM, if different from the Vendor) required for the successful completion of the migration.
5. The migration will be performed at a time mutually agreed upon by the Vendor and the IT Staff.
6. The "cut-over" from the Jukebox to the Solution shall take place on a Saturday morning, between the hours of 8:00 AM and 12:00 PM. The actual date of the "cut-over" will be mutually agreed upon by the Vendor and the IT Staff.

Phase 3 Requirements

The successful vendor shall:

1. Include a Hardware Service and Maintenance Contract (HSMC) that meets the following specifications:
 - a. For a minimum term of two (2) years from the completion date of the Project.

- b. On-Site, Same Day, 4 Hour Response by a member of the OEM's Technical Support Staff to resolve any and all issues.
 - c. Provides direct contact with the OEM's Help Desk. The routing of support calls through a third-party contact is unacceptable.
 - d. Include Labor and Materials according the OEM's standard practice for this level of support.
 - e. Include all regular, applicable updates offered by the OEM with an Opt-In for Automatic Notification via e-mail.
2. Include a Software Service and Maintenance Contract (SSMC) that meets the following specifications:
 - a. For a minimum term of two (2) years from the completion date of the Project.
 - b. Provides 24 hour / 365 day, direct access to the OEM's Help Desk to resolve any and all issues. The routing of support calls through a third-party contact is unacceptable.
 - c. Assistance can be provided by a member of the OEM's Technical Support Staff via phone and remote access according the OEM's standard practice for this level of support. However, the SSMC shall provide the option for next-day, on-site technical support when requested by WV-SOS (a cost schedule for this must also be included).
 - d. Include all applicable updates (patches) and upgrades (newly released versions) offered by the OEM with an Opt-In for Automatic Notification via e-mail for when updates and upgrades become available.
3. Ensure the HSMC and SSMC are active before the completion of the Project.
4. Provide any and all documentation on the HSMC and SSMC. This shall include, but is not limited to, the full text of the HSMC and SSMC.
5. Provide information and pricing for optional extended HSMC and SSMC that are available after expiration of the initial contracts. Information shall include specific details on the type of coverage and all exclusions, if applicable.

STANDARD CONTRACTUAL PROVISIONS

1. **PRICES:** All prices shall be quoted F.O.B. Charleston, West Virginia, delivered, installed, tested, and designated personnel trained to the WV-SOS's satisfaction, in accordance with the RFQ specifications. The Vendor's response to this RFQ must include a completed Bid Form (Attachment 2) with all prices clearly stated. Failure to complete the Bid Form will automatically disqualify the Vendor from consideration.
2. **INVOICES:** The WV-SOS will accept a single invoice on the acceptance and approval by the WV-SOS of the completely installed and operational Solution, in accordance with the RFQ specifications. The WV-SOS shall endeavor to pay a correct invoice within thirty (30) days of acceptance. The WV-SOS will make every effort to notify the Vendor within ten (10) days of receipt of invoice of any items questioned. The Vendor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.
3. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the WV-SOS.
4. **CONTRACTS / AGREEMENTS:** The WV-SOS reserves the right to review any and all extended maintenance contracts, or software license agreements. The Vendor shall include a copy of the standard maintenance form(s) as a part of the RFQ response.
5. **TIMELINE:** The Vendor shall be required to complete the Project by September 15, 2006.
6. **RELATED EXPENSES / TRAVEL EXPENSES:** All related expenses the Vendor may incur in relation to the successful completion of the Project shall be the sole responsibility of the Vendor and shall be included as part of the total price quotation.
7. **WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Vendor will furnish the WV-SOS 's needs as they arise.
8. **INDEPENDENT CONTRACTOR:** The Vendor is an independent contractor under this Agreement and shall not be considered an employee of the WV-SOS. Personnel services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not by officers, employees, or agents of the WV-SOS. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Project shall be those of the Vendor.
9. **SUB-CONTRACTORS:** The Vendor may sub-contract a portion of the Project to another contractor with the expertise to best accomplish that portion of the Project. However, the Vendor shall:
 - a. Clearly identify all sub-contractors that will be used and what portions of the Project each sub-contractor will be responsible for completing.

- b. Supervise the sub-contractor. For the duration of the Project, the sub-contractor shall not be considered a employee of the WV-SOS, and as such, shall be bound by the terms of Section 8 – Independent Contractor.
- c. Ensure the sub-contractor has the appropriate qualifications and industry certifications for the products the sub-contractor will install and configure.
- d. Proof of the sub-contractor's certification shall be included in the quote package.

10. INDEMNITY/HOLD HARMLESS AGREEMENT: The Vendor agrees to protect, defend, indemnify, and hold harmless the WV-SOS and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Vendor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

11. RECORDS, AUDITS: The accounts and financial records, with respect to the services performed under the Project, shall be kept separate or identifiable from those relating to the Vendor's other activities. The Vendor shall, with reasonable prior notice, make available, during reasonable business hours, to the WV-SOS's Representative or Internal Auditor for inspection and audit all records and files relative to this Project. The Vendor shall maintain and make available such records and files for the duration of the Project, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Vendor's operations according to generally accepted auditing standards.

12. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure"): The WV-SOS and Vendor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the WV-SOS may excuse performance for a longer term. Economic hardship of the Vendor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

13. **PROPOSAL COSTS:** All costs submitted for this RFQ shall remain firm for acceptance for a minimum of one hundred and twenty (120) days from the date of the RFQ bid opening.
14. **CONFIDENTIALITY:** The successful Vendor shall be required to have all its employees and contractors who work on the Project to sign a Confidentiality Statement prepared by the WV-SOS.
15. **SUBMISSION OF PROPOSAL:** All completed bid submissions must be received by the State Purchasing Division, no later than **1:30 P.M. July 31, 2006.**

Attachment 1

Hardware List

The Vendor shall supply the hardware as stated in these specifications. Substitution of alternate hardware is permissible; however, the alternative hardware must meet these requirements:

- a. Meet or exceed the performance specifications of the hardware it is replacing.
- b. Provide equal or greater storage capacity as the specified hardware.
- c. Be Write-Once Read-Many compliant, with Content-Addressable storage.
- d. Compatible with the software currently in use by the WV-SOS.

Should the Vendor propose alternative hardware, the Vendor shall provide in their RFQ response, documentation to prove the above requirements have been met.

Any and all rack-mountable hardware shall be installed in a Dell Computer Rack provided by the WV-SOS.

A complete list of any and all utility connections (electrical, network connectivity, phone, etc), with detailed specifications, that are required for the installation of the Solution shall be provided with the quote. Upon review by the IT Staff and acceptance of the quote, the WV-SOS shall make provision for the required utilities in a timely manner.

The Vendor shall insure that the proper cables, as specified by the OEM, required for the installation are included in the quote and delivered with the hardware. Should the Vendor fail to do so, the Vendor shall provide the missing cables at the Vendor's expense.

Original Equipment Manufacturer: EMC Corporation

- | | |
|--------|--|
| Item 1 | “Centera” Content-Address Storage System – 4 Node Base G4
<u>Must be configured with 1 Terabyte of user available storage</u>
PRODUCT ID: CNR4N5MBAG4 QUANTITY: 1 |
| Item 2 | “Centera” Licensing
PRODUCT ID: CNRGPLLIC QUANTITY: 1 |
| Item 3 | “Centera” Warranty
PRODUCT ID: WARCNRHWPRM QUANTITY: 1 |

Original Equipment Manufacturer: 3COM Corporation

- | | |
|--------|--|
| Item 4 | SuperStack 3 Switch 3812
Gigabit switch for connecting “Centera” unit with the Imaging Server
PRODUCT ID: 3C17401 QUANTITY: 1 |
|--------|--|

Original Equipment Manufacturer: Intel Corporation

- | | |
|--------|--|
| Item 5 | PRO/1000 MT Dual Port Server Adapter
Gigabit Network Interface Card |
|--------|--|

PRODUCT ID: PWLA8492MT

QUANTITY: 1

Original Equipment Manufacturer: Misc

Item 6 UTP CAT-6 Network Cable – length = 2 Meters QUANTITY: 6

Software List

The Vendor shall supply the software as stated in these specifications. Substitution of alternate software is permissible; however, the alternative software must meet these requirements:

- a. Be fully compatible with the hardware proposed in the Vendor's RFQ response.
- b. Meet or exceed the performance specifications of the software it is replacing.

Should the Vendor propose alternative software, the Vendor shall provide in their RFQ response, documentation to prove the above requirements have been met.

Original Equipment Manufacturer: EMC Corporation

Item 7 "Centera" Compliance Edition Software
PRODUCT ID: CNR4NCEPLSLIC QUANTITY: 1

Item 8 "Centera" Compliance Edition – Software Maintenance
PRODUCT ID: CNRSW-PPM-PRM QUANTITY: 1

Backup Requirement

The WV-SOS currently uses Computer Associates BrightStor (ARCserve) Backup version 11.1 to backup the WV-SOS servers. However, ARCserve is not certified for the backup of an EMC Centera. One goal of the Project is utilize a single product to backup all WV-SOS operational data, regardless of the type of storage device.

Therefore, Vendor shall supply a backup solution as an integral component of the Project as stated in these specifications. Substitution of alternate hardware and / or software is permissible; however, the proposed alternative must meet these requirements:

- a. Compatible with the Dell PowerVault 132T, Tape Library (configured with a SDLT160/260GB tape drive) currently in use.
- b. Compatible with the hardware and software proposed in the Vendor's RFQ response.
- c. Meet or exceed the performance specifications of the hardware and / software it is replacing.
- d. Capable of supporting the following server configuration:
 - i. Sixteen (16) servers running Microsoft Windows 2000 Server or higher.
 - ii. Microsoft SQL Server 2000 or higher.
 - iii. Microsoft Exchange Server 2000 or higher.
 - iv. Each server has one (1) - 100 Megabit Ethernet connection to the LAN.
- e. Include hardware and software extended service as stated in the Phase 3 Requirements.

Should the Vendor propose an alternative, the Vendor shall provide in their RFQ response, documentation to prove the above requirements have been met.

Item 9	“Centera Backup and Recovery Module” (CBRM) Software PRODUCT ID: CNRCBRMLIC	QUANTITY: 1
Item 10	Veritas NetBackup Enterprise Server version 6.0 PRODUCT ID: A159818-20000000	QUANTITY: 1
Item 11	Veritas NetBackup Client version 6.0 PRODUCT ID: A159878-00000000	QUANTITY: 15
Item 12	Veritas NetBackup Database Agent version 6.0 PRODUCT ID: A159998-20000000	QUANTITY: 1
Item 13	Veritas NetBackup Exchange Server Agent version 6.0 PRODUCT ID: A160008-200000	QUANTITY: 1
Item 14	Veritas NetBackup Option Library Based Tape Drive Support version 6.0 PRODUCT ID: A15988C-00000000	QUANTITY: 1
Item 15	Dell SDLT160.320GB Tape Drive for a PowerVault 132T Tape Library CUSTOMER KIT: 340-8421	QUANTITY: 1

Attachment 2

Please quote a price, for each item listed above in “Attachment 1”, on the “Bid Form”. Failure to complete an entry for every item will automatically disqualify your entire response to this Request for Quotation.

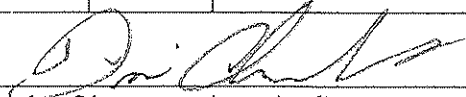
Before replying to this Request for Quotation, make certain you have read and understand all the documentation requirements that must be submitted during each phase of the project. The WV-SOS expects a “turnkey” solution, that is fully functional when the Project is successfully completed.

The item numbers (Item #) listed on the “Bid Form”, correspond with the items specified in Attachment 1. If an alternative is proposed for any item, you must clearly state that in the description and provide the additional documentation listed under the applicable requirements. Attach additional sheets as needed and reference the item number on the additional sheet.

Bid Form

Item #	QTY	Description (including model number)	Price	Ext. Price
A		INSTALLATION OF HARDWARE \$ _____ PER HOUR		
B		INSTALLATION OF SOFTWARE AT \$ _____ PER HOUR		
C		DATA MIGRATION AT \$ _____ PER HOUR		
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

SEE VENDOR
SUMMARY


Vendor Signature (required)

614352158
FEIN

3A-746-0834
Phone Number Y10

Attention Vendors: Failure to show the items below on your spec sheets or on your vendor summary sheet may result in disqualification. Example: If an agency asks for a laptop, which does not come standard with an external keyboard/mouse and you do not list in your spec or on your vendor summary sheet would be grounds for disqualification of the bid.

Note: as stated in the RFQ for the Project, it is permissible to substitute an alternate product that meets or exceeds the performance specifications for any or all items listed below. However, your spec sheet must clearly state that a substitution has been made and you must provide the supporting documentation required by the RFQ.

QTY	Product ID	Description
N/A	N/A	INSTALLATION OF HARDWARE
N/A	N/A	INSTALLATION OF SOFTWARE
N/A	N/A	DATA MIGRATION
1	CNR4N5MBAG4	EMC "Centera" Content-Address Storage System – 4 Node Base G4 with 1 Terabyte of user available storage
1	CNRGPLLIC	EMC "Centera" Licensing
1	WARCNRHWPRM	EMC "Centera" Warranty
1	3C17401	3COM SuperStack 3 Switch 3812
1	PWLA8492MT	Intel PRO/1000 MT Dual Port Server Adapter
6	unspecified	UTP CAT-6 Network Cable – length = 2 Meters
1	CNR4NCEPLSLIC	EMC "Centera" Compliance Edition Software
1	CNRSW-PPM-PRM	EMC "Centera" Compliance Edition – Software Maintenance
1	CNRCBRMLIC	EMC "Centera Backup and Recovery Module" Software
1	A159818-20000000	Veritas NetBackup Enterprise Server version 6.0
15	A159878-00000000	Veritas NetBackup Client version 6.0
1	A159998-20000000	Veritas NetBackup Database Agent version 6.0
1	A160008-200000	Veritas NetBackup Exchange Server Agent version 6.0
1	A15988C-00000000	Veritas NetBackup Option Library Based Tape Drive Support version 6.0
1	340-8421	Dell SDLT160.320GB Tape Drive for a PowerVault 132T Tape Library

***Shipping/Delivery Company must take equipment inside of bldg and to room requested by agency. It is not the agency's responsibility to unload equipment.

Delivery Address: State Capitol Building 1, Suite 157-K, 1900 Kanawha Blvd. E., Charleston, West Virginia

Contact Name and Phone Number: Ray Goings, Secretary of State's Office, (304) 558 - 6000 x 247

Warranty: Two (2) years, same day, on-site 24x7

Delivery Requirement: 30 Days ARO (Standard delivery time)


VENDOR SIGNATURE REQUIRED

FEIN: 61-1352158

PHONE NUMBER: 304-746-4034
X170

The Optical Storage Migration Project (Project) was initiated by the West Virginia Secretary of State (WV-SOS) to replace the current Hewlett-Packard Optical 600MX (Jukebox) with a solution to address the following:

1. Reliability issues with the Jukebox, which is nearly four (4) years old.
2. Lack of expandability, due to space and hardware limitations.
3. Slow response time, due to mechanical design limitations.

In addition to addressing reliability, expandability, and responsiveness, the proposed solution must also easily integrate into the existing Backup and Disaster Recovery Process. Finally, the proposed solution must be compliant with all applicable state and federal regulations dealing with electronic document storage and retrieval.

The Information Technology Division, in conjunction with Scot Jackson and Terri Conway of Dream Catcher, reviewed Content-Addressed Storage Systems offered by EMC Corporation and determined their Centera product line best meets our requirements. Please note that Dream Catcher will not be bidding as a vendor on this project.

The EMC Centera provides the regulatory compliance that is the essential starting point of the Project. Through a combination of integrated hardware and software, the EMC Centera provides Write-Once Read-Many (WORM) storage, similar to the Jukebox, that ensures documents are secured against any alteration of content. EMC also offers a Backup and Restore Option that integrates with the Centera, along with Disaster Recovery options.

The EMC Centera provides improved reliability and responsiveness by eliminating the need to physically move optical disks into a drive to access information. Unlike an optical disk that cannot be destroyed until the retention period has expired for every document stored on it, the EMC Centera manages the retention period on a per-document basis. The EMC Centera creates a digital fingerprint for each document that is used to validate the authenticity of the document and to verify the electronic shredding of the document at the end of its retention period.

The EMC Centera base solution will provide 1 Terabytes of available storage. This is sufficient for the 330 Gigabytes of document images now managed by the Jukebox, with 670 Gigabytes (34%) of free space available. The expandability of the base solution is in excess of 2 Terabytes and can be scaled to multiple petabytes of storage.

Finally, the EMC Centera solution can be integrated into our current document imaging system with minimum impact to the users.

The Project consists of three (3) phases:

- Phase One – Delivery and installation of the hardware and software.
- Phase Two – Migration of all data from the existing hardware to the new hardware.
- Phase Three – Maintenance and support for a minimum of three (3) years.

Attachment 2**Bid Form**

Complete an entry for every item listed here and submit the completed Bid Form with your RFQ response.

Any omissions will result in the automatic disqualification of the entire RFQ response.

The item numbers (Item #) listed below, correspond with the items specified in Attachment 1. If an alternative is proposed for any item, you must clearly state that in the description and provide the additional documentation listed under the applicable requirements. Attach additional sheets as needed and reference the item number on the additional sheet.

Item #	Part #	Description	Qty	Unit Cost	Extended Cost
		EMC Centera			
1	CNRMODEMG4	CNR MODEM GEN 4	2	\$0.00	\$0.00
2	CNRGPLLIC	CNR GEN PUBLIC LIC SW	1	\$0.00	\$0.00
3	CNRCBRMLIC	BACKUP & RECVRY RTU LIC	1	\$2,796.95	\$2,796.95
4	CNRCBRMBSW	CNR BACKUP AND REC MOD	1	\$0.00	\$0.00
5	CNR4NMSWG4	MIRR SW RTU LIC	1	\$22,846.70	\$22,846.70
6	CNR4NCEPLSLIC	NODE COMP PLUS SW LIC	1	\$3,650.76	\$3,650.76
7	PS-BAS-CIS	CAS INT SINGLE CLUSTER QS	1	\$8,680.20	\$8,680.20
8	WARCNRHWPRM	CNR HW WAR UPG 7X24 4HR	1	\$2,229.44	\$2,229.44
9	CNR4N5FBAG4	4NODE 500GB FIELD BASE G4	1	\$28,735.03	\$28,735.03
10	CNRSW-PPM-PRM	CNR PPMNT PRM SW	1	\$2,002.03	\$2,002.03
		Symantec Software			
11	A159818-200000	NetBackup Server, Windows, Enterprise Server, v6.0, License Tier 2	1	\$5,583.00	\$5,583.00
12	A159878-000000	NetBackup Client, Windows, Protect Server, v6.0, License	15	\$609.00	\$9,135.00
13	A159998-200000	NetBackup Database Agent, Windows, SQL Server Agent, v6.0, License Tier 2	1	\$1,720.00	\$1,720.00
14	A160008-200000	NetBackup Database Agent, Windows, Exchange Server Agent, v6.0, License Tier 2	1	\$1,720.00	\$1,720.00
15	A15988C-000000	NetBackup Option, Cross Platform, Library Based Tape Drive Support, v6.0, License	1	\$3,045.00	\$3,045.00
		Support			
16	W159818-200236	NetBackup Server, Windows, Enterprise Server, v6.0 Tier 2 Extended Support, 3 Yr 24x7	1	\$3,852.00	\$3,852.00

17	W159878-000236	NetBackup Client, Windows, Protect Server, v6.0	15	\$420.00	\$6,300.00
		Extended Support, 3 Yr 24x7			
18	W160008-200236	NetBackup Database Agent, Windows, Exchange	1	\$1,187.00	\$1,187.00
		Server Agent, v6.0 Tier 2 Extended Support, 3 Yr 24x7			
19	W159998-200236	NetBackup Database Agent, Windows, SQL Server	1	\$1,187.00	\$1,187.00
		Agent, v6.0 Tier 2 Extended Support, 3 Yr 24x7			
20	W15988C-000236	NetBackup Option, Cross Platform, Library Based Tape	1	\$2,101.00	\$2,101.00
		Drive Support, v6.0 Extended Support, 3 Yr 24x7			
21	Symantec installation	Netbackup implimentation	1	\$4,500.00	\$4,500.00
22	300927489	PowerVault 132T, 1 Drive, SDLT160/320GB, Customer Kit (3408421)	1	\$2,676.00	\$2,676.00
23	Installation & Migration	Migrating the data from Jukebox onto Centera and pointing the disk extender to the Centera.	1	\$5,000.00	\$5,000.00
				Total	\$118,947.12

61-1352158
Vendor Signature **FEIN**


304-746-4434 X110
Phone #

Version 5.x DiskXtender

Crete a Centera Group and alter the move rule to point to the Centera. This will send all new data to the Centera. The disks can be prefetched one at a time and then deleted and when the rescan is done, it will move the data to the new Centera. The data will be accessible at all times during the prefetch and move to the Centera.

Version 6.x DiskXtender-preferred

Create a multi-target group and put the Juke Box and the Centera in the group. This will automatically copy all the data on the Juke Box to the Centera. The data will be in both places at this time. You then remove the Juke Box and delete.





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
SOS70507

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

*423132115 304-746-4434
POMEROY COMPUTER RESOURCES SAL
4013 WASHINGTON STREET WEST

CHARLESTON WV 25313

SHIP TO

SECRETARY OF STATE
BUILDING 1, ROOM 157K
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0770 558-6000

DATE PRINTED 07/20/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/31/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
RESPONSES TO QUESTIONS ARE ATTACHED						
0001	1	LS		920-49	<u>\$118,947.¹²</u>	<u>\$118,947.¹²</u>
				OPTICAL STORAGE MIGRATION PROJECT		
***** THIS IS THE END OF RFQ SOS70507 ***** TOTAL:						<u>\$118,947.¹²</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Danielle...</i>	TELEPHONE 304-746-4434 x110	DATE 7-31-06
TITLE <i>Salesman</i>	FEIN 61-1352158	ADDRESS CHANGES TO BE NOTED ABOVE

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

From: Terri Conway [mailto:terri@dreamcc.com]
Sent: Wednesday, July 19, 2006 8:36 AM
To: Marie Lamont
Cc: dreamcc
Subject: FW: RFQ SOS70507 Questions

Marie,

This response is fine to send to Mr. Price in purchasing. I have reviewed with Scot. - Terri

From: Daniel Carter [mailto:Daniel.Carter@gst.com]
Sent: Friday, July 14, 2006 2:25 PM
To: rprice@wvadmin.gov
Cc: Cannon Wadsworth; Marc Beacom
Subject: RFQ SOS70507 Questions

1. The RFQ does not seem to mention a preferred method for migrating the data from the HP jukebox to the EMC Centera hardware. Can the Secretary of State's office describe in detail what they consider to be viable and acceptable methods of transfer?

[RAY GOINGS] The "Imaging System" uses EMC – Disk Xtender (software) to manage the data that is written to the Imaging Server's hard drive, moving it from magnetic storage (hard drive) to optical storage (HP Jukebox) via a rules-based process. Disk Xtender also manages the retrieval process, so that from the user's viewpoint, the data appears to "exist" where it was originally saved (on the hard drive), when it actually "exists" elsewhere (HP Jukebox).

It is my understanding that due to the way Disk Xtender functions, the migration of the data from Optical Storage (HP Jukebox) to the EMC Centera unit can be easily accomplished via the functionality build into Disk Xtender itself.

3

As stated in the RFQ, the vendor is required to provide "qualified Technical Staff" to accomplish the migration of the data. In this case, "qualified" means the technical staff must have a strong, working knowledge of how Disk Xtender functions, as well as have experience configuring and using Disk Xtender in a production environment.

2. What does the Secretary of State's office consider a reasonable calendar and operational duration for doing a 100% verified data migration of the 330GB managed by the HP jukebox to the EMC Centera?

[RAY GOINGS] Ten (10) business days.

3. What resources in terms of PCs, Servers, and current or additional network bandwidth can the Secretary of State's office make available to participate in the data migration.

[RAY GOINGS] The WV-SOS will provide one (1) workstation for use by the vendor's Technical Staff assigned to accomplish the migration, which should be sufficient for the task. Console access to the Imaging Server will be provided for the duration of the project. Access to other servers will be granted on a "as needed" basis.

The RFQ includes a Gigabit Ethernet Switch specifically dedicated to connect the EMC Centera with the Imaging Server. Therefore, network bandwidth should not be a factor during the data migration phase, since there will be no other network traffic through this switch.

3. Since the data resides in a production environment what utilization levels are allowed to be dedicated to the migration and for how long and at what times during a typical week? Please specify percentages for a typical week broken down into business hours, non-business hours, and backup periods of the maximum utilization of network bandwidth, CPU and RAM on the DiskXtender and database servers, number of optical drives in the jukebox, and any other restrictions on the resources participating in the migration provided by the Secretary of States office.

[RAY GOINGS] There are currently 49 Optical Disks in the HP Jukebox, which are dual-sided, with a maximum capacity of 4.5 Gigabytes per side. There are four (4) optical drives in the HP Jukebox. Please refer to the attached report files for more information.

The question of Network Bandwidth Availability was addressed in my answer to the previous question.

The migration must be accomplished with minimum impact on the users' ability to perform daily tasks. Though not specifically stated in the RFQ, the expectation is that a Migration Plan will be drafted during the installation phase, as a joint effort of the WV-SOS IT Staff and the Vendor's Technical Staff, and submitted to the WV-SOS for approval before the migration commences.

For the duration of the project, business hours are from 8:15 AM until 5:15 PM, Monday through Friday. The WV-SOS does not currently track "utilization" statistics. Daily Backup functions can be adjusted on an "as needed" basis for the duration of the migration phase. WV-SOS IT Staff will be available "as needed" during non-business hours, for the duration of this project.

Daniel Carter

Senior Systems Engineer

Global Science & Technology

daniel.carter@gst.com

304.733.9061 - Office

304.654.0070 - Mobile

304.368.1863 - Fax

Reply to:

David Rak
Mackin Imaging, Inc.
www.mackinimaging.com
317-679-6855

1. How large is the current extended drive for DiskXtender on the server currently managing the HP Jukebox?

There are multiple extended drives configured within DiskXtender on the Imaging Server.

The HP Jukebox has 49 Optical Disks installed. Each disk is dual-sided, with a maximum capacity of 4.5 Gigabytes per side, and dedicated to one of the extended drives.

Refer to the "DX_DRIVE-REPORT_07-17-06.RTF" file for more info!

2. Will the client be providing a new server for the DiskXtender / Centera configuration?

No. The Imaging Server, which the DiskXtender software is installed on, will continued to be used.

3. What is the actual object count on the current extended drive (i.e, how many actual images are currently written to HP jukebox)

Refer to the "DX_MEDIA-REPORT_07-17-06.RTF" file for more info!

4. Are all files migrated to HP Jukebox?

Yes.

5. What is the daily volume of new files (so the downtime can be calculated correctly).

Daily statistics are not tracked but the "IMAGING_SCREENSHOTS.DOC" file reports the information provided by DiskXtender Administrator.

6. As is stated in the RFP release, the Legato DiskXtender Version 5.60.049 is currently being used to archive your media to your existing optical jukebox. Would the successful bidder be asked/allowed to upgrade the current DiskXtender software to version 6.1 in order to first compact the existing optical media before migrating the data? (The upgrade would only take minutes and this approach would minimize downtime.) (This assumes that the existing Jukebox is in good working order. If so, this compaction would take approximately 2 hours per platter.)

The successful vendor would be allowed to upgrade DiskXtender to version 6.1. Please note your intent to do so in your response to the RFQ.

A F F I D A V I T

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 exceeds 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: Pomeroy, J. E. Elmore

Authorized Signature: [Signature] Date: 7-31-06