



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

Solicitation

NUMBER
I SCP0112

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-2596

*514125547 01 304-541-3400

VENDOR

EMC CORPORATION
 102 CENTER COURTE RD
 CHARLESTON WV 25314

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - DATA CENTER MANAGER
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

DATE PRINTED
05/14/2014

BID OPENING DATE: 06/10/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		939-21		
DASD FOR DATA CENTER						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS FROM QUALIFIED VENDOR'S TO ESTABLISH A CONTRACT FOR THE "ONE-TIME" PURCHASE OF A DATA STORAGE SYSTEM PER THE ATTACHED TERMS & CONDITIONS AND SPECIFICATIONS,						
***** THIS IS THE END OF RFQ I SCP0112 ***** TOTAL:						234,429. ⁰⁰

06/10/14 01:25:27PM
 West Virginia Purchasing Division

SIGNATURE <i>Lea Ay</i>	TELEPHONE 304 541 3400	DATE 6/9/2014
TITLE Senior Acct Exec	FEIN 042680009	ADDRESS CHANGES TO BE NOTED ABOVE

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



EMC Corporation

June 9, 2014

Mr. Guy Nisbet
Buyer, State of WV Purchasing
1900 Kanawha Blvd E
Charleston, WV 25305

Mr. Nisbet,

EMC is pleased to provide you this response to State of WV RFP ISCP0112. EMC is submitting a response with “an equal” solution to the IBM DS8870 specified in the RFP. The EMC VMAX 20k solution included in this response meets or exceeds all the specifications listed in the RFP.

Let me know if you have any questions. You can reach me by telephone at (304) 541-3400 or by email at lori.caldwell@emc.com.

Sincerely,

Lori A. Caldwell
Senior Account Executive
EMC Corporation

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: May 28th, 2014 at 9:00 AM. EST.

Submit Questions to:

Guy Nisbet, Senior Buyer, File 21

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Guy.L.Nisbet@Wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical *All inclusive*
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: June 10th, 2014 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____
and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**
\$ 250,000.00 _____ or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
-
-
-
-
-

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
for
- This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

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

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the one time purchase of a data storage system. The system will serve as a peripheral subsystem of WVOT's mainframe server.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** means an IBM System Storage DS8870, or equal, data storage system as identified below.
 - 2.2 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as ISCP0112.
 - 2.4 **"Agency"** means the customer, i.e. the West Virginia Office of Technology.
 - 2.5 **"Extended PLD"** means extended power line disturbance feature which gives the storage system the ability to tolerate power line disturbance for 50 seconds.
 - 2.6 **"Three Phase Delta"** means a type of transformer used in the distribution of electrical power.
 - 2.7 **"Management Console"** means a dedicated laptop or notebook located inside the storage system and used for system monitoring and alerts.
 - 2.8 **"HD"** means hard disk.
 - 2.9 **"I/O"** means input/output.
 - 2.10 **"INTERFACE"** means hardware, software, or both, that links systems, programs, or devices.
 - 2.11 **"PCIE"** means Peripheral Component Interconnect Express, a type of high-speed serial connection.
 - 2.12 **"um"** means another term for micrometer, i.e. one millionth of a meter.
 - 2.13 **"LMC"** means Licensed Machine Code.

- 2.14 "GB" means gigabyte.
- 2.15 "FCP/FICON" FCP and FICON are storage protocols.
- 2.16 "FDE" means Full Disk Encryption.
- 2.17 "OEL" means Operating Environment License.
- 2.18 "PTC" means Point-in-Time Copy.
- 2.19 "PAV" means Parallel Access Volume.
- 2.20 "HyperPAV" means a licensed function, used in conjunction with the PAV function, which associates volumes with either an alias address or a specified base logical volume number.
- 2.21 "TB" means terabyte

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below. **EMC MEETS ALL MANDATORY REQUIREMENTS**

- 3.1.1 One (1) IBM System Storage DS8870, or equal, data storage system listed in Exhibit A. **EMC MEETS**

3.1.1.1 System shall interface with an Agency-owned IBM zBC12 Model 2828-H06 mainframe. **EMC MEETS**

3.1.1.2 System shall feature at a minimum 15TB of usable data storage. **EMC MEETS**

3.1.1.3 System shall automatically report error conditions to both the host and the Vendor's customer support center via email, phone call, or short message service. **EMC MEETS**

3.1.1.4 System shall be new. Remanufactured or warranted-as-new Items are unacceptable. **EMC MEETS**

3.2 INSTALLATION AND MAINTENANCE REQUIREMENTS

- 3.2.1 Vendor shall install the Contract Items at, the Agency's site:
 Building 6, Room 110
 1900 Kanawha Blvd. E.
 Charleston, WV 25305
EMC AGREES

3.2.2 Upon agency receipt of the Purchase Order, a memo to serve as a notice to proceed will be sent to the vendor. Vendor and Agency shall meet at the Agency's premises within 15 days after issuance of notice to proceed to discuss pre-installation activities as well as the actual installation, and to agree on an installation date. The Vendor shall identify at that time a hardware and software engineering support representative to coordinate and complete the installation.
EMC AGREES

3.2.3 Vendor shall ensure the Agency's data is copied from the old system to the new system, and the new system is fully operational. Work should be done during normal business hours (8:00 a.m. to 5:00 p.m.) if possible, but work can be done on weekends or after normal business hours as long as it is scheduled with, and approved by, the Agency.
EMC AGREES

3.2.4 Vendor shall migrate up to 6TB of data from the Agency's existing IBM 2105-800 TotalStorage data storage system to the proposed IBM System Storage DS8870, or equal, data storage system
EMC AGREES

3.2.5 The vendor shall warrant all the contract items for 48 months after installation. During this 48-month period, the vendor shall make any necessary repairs, replace any defective parts, perform preventative maintenance, install engineering changes and modifications, and otherwise maintain the Contract Items at no cost to the Agency.
EMC AGREES

3.3. MISCELLENOUS TERMS AND CONDITIONS

3.3.1 Contract Items shall be operational within 30 days after they are installed. All functionality will be tested; and a formal change order from the Agency to the Purchasing Division will be pursued thereafter. Upon receipt of this official change order, the warranty will begin. Agency will not formally accept the Contract Items until they have operated without failure for 30 consecutive days.

3.3.2 Contract Items must be warranted by the manufacturer. It is the vendor's responsibility to ensure that a timely response is scheduled with the manufacturer.

3.3.2 A manufacturer's business partner submitting a bid independently of the manufacturer, or on behalf of the manufacturer, will have prime contractor responsibilities. The State will not act as a third party in any arrangements between the manufacturer and its business partner.

4. CONTRACT AWARD:

4.1.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page Exhibit A and submit it as part of the bid response. Exhibit A outlines the contract items for this purchase, Vendor must complete the Alternate bid brand and model in the event that an "or equal" brand to be provided. Vendor must provide the total cost of installing, purchasing and warranting the new data storage system. Therefore, the vendor should complete the Pricing Page EXHIBIT A in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request with ISCP0112 in the subject line to the following address: Guy.L.Nisbet@wv.gov.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 calendar days of the onsite meeting detailed in Section 3.2.2. Contract Items must be delivered to Agency at Building 6, Room 110, 1900 Kanawha Blvd E, Charleston WV 25305.

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

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

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

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

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

During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Benjamin Donaldson
Telephone Number:	513-334-9153
Fax Number:	513-745-0324
Email Address:	Benjamin.Donaldson@emc.com

Quote For EMC VMAX 20k (Equal to IBM DS8870) State of West Virginia RFP [REDACTED] ISCP0112

Prepared By: Caldwell, Lori A

Quote Name: WV RFP ISCP0112 VMAX20K

Quote #: 1006228025

Date: 09-Jun-2014

Prepared For:			Bill To:	Ship To:			Install:	
STATE OF WEST VIRGINIA			STATE OF WEST VIRGINIA	STATE OF WEST VIRGINIA			STATE OF WEST VIRGINIA	
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total State of WV Price (USD)	Unit Cost
1	1	S2-3D	VMAX 20K DELTA INFRAST	EA	0	0%	0	0
2	8	S2-DE15-DIR	VMAX 20K 15SLT DR ENCL	EA	25,200	77%	5,792	724
3	1	S2-64D-BASE	VMAX 20K BASE-64GB with Encryption	EA	193,310	77%	44,461	44,691
4	52	MF4151461B	VMAX 20K 4G 15K146GB DRV	EA	78,780	77%	18,096	348
5	52	MF4153001B	VMAX 20K 4G 15K300GB DRV	EA	74,100	77%	17,056	328
6	2	S2-FE00040E	VMAX 20K 8Gb 4M FIC	EA	7,510	77%	1,728	864
7	4	S2-ACON3P-50	ADPTR AC 3PH 50A W/3/4IN CONDUIT ADPTR	EA	1,820	77%	420	105
8	2	S2-PCBL3DHR	50A 3PH DELTA HBL-RSTOL	EA	4,510	77%	1,038	519
9	1	S2-CONFIG01	VMAX 20K CONFIG 01	EA	0	0%	0	0
10	1	ESRS-GW-200	EMC SECURE REMOTE SUPPORT GATEWAY CLIENT	EA	0	0%	0	0
11	1	PP-SE-SYM	PPATH SE SYM	EA	0	0%	0	0
12	1	SYMM-LS-SN	SYMM LICENSE SOLUTION PSNT	EA	0	0%	0	0
13	1	457-002-011	ENGINUITY FOR VMAX 20K BASE LICENSE	EA	8,080	77%	1,858	1,858
14	22	456-006-065	ENGINUITY FOR VMAX 20K N-S 15-25TB	EA	42,680	77%	9,812	446
15	22	456-106-480	ADV SW SUITE 20K NON-SATA 15-25TB=CB	EA	121,440	77%	27,940	1,270
16	1	457-101-701	ADV SW SUITE VMAX 20K BASE LICENSE=CB	EA	45,540	77%	10,474	10,474
17	1	PSINST-VMAX	ZERO DOLLAR VMAX INSTALL	EA	0	0%	0	0
18	1	S2-DB-DIR-3D	VMAX 20K SB DIR DELTA	EA	16,870	77%	3,880	3,880
19	1	M-PRESW-012	PREMIUM SOFTWARE SUPPORT 48 mos	EA	60,322	77%	13,874	13,874
20	1	M-PRESW-E12	PREMIUM SOFTWARE SUPPORT 48 mos	EA	123,779	77%	28,469	28,469
21	2	S2-DB-SPS	VMAX 20K SB SPS	EA	4,200	77%	966	483
22	1	V20K-MIGRBAS	VMAX 20K MIGRATION BUNDLE	EA	0	0%	0	0
23	22	V-MF-1LR02	VMAX MNFRM PKGL 20K SWR REG 1TB 15-25TB	EA	53,130	77%	12,210	555
24	1	V-MF-1LRBAS	VMAX MNFRM PKGL 20K SWR BASE LICENSE	EA	30,650	77%	7,049	7,049
25	1	PS-CUS-ESD	CUSTOM SERVICE to install and migrate	EA	55,950	50%	27,975	27,975
					Total Products (USD)		\$ 233,098	
					Total Freight (USD)		\$ 1,331	
					Total Price (USD)		\$ 234,429	

ISCP0112

Exhibit "A"

Pricing for EMC "equal"

Includes 48 Month Warranty

"All Items will have manufacture 48 month Warranty"

Exhibit "A"

Item	Part Number	Description	Alternat Bid Brand	Alternate Bid Model	Unit of Measure	Unit Cost	Quantity	Extended Cost
1	2423-961 or Equal	IBM System Storage DS8870 OR EQUAL			each		1	
2	1051 or Equal	Battery Assembly OR EQUAL			each		2	
3	1055 or Equal	Extended PLD OR EQUAL			each		1	
4	1082 or Equal	Three phase delta, 200 240V, 60A, 4-pin connector OR EQUAL			each		1	
5	1120 or Equal	Management Console - English Laptop Internal OR EQUAL			each		1	
6	1241 or Equal	HD disk enclosure pair OR EQUAL			each		2	
7	1246 or Equal	HD Disk Drive Cable Group 1 OR EQUAL			each		1	
8	1301 or Equal	I/O Enclosure Pair PCIE OR EQUAL			each		2	
9	1321 or Equal	PCI-E Cable Group 2 OR EQUAL			each		1	
10	1420 or Equal	9 um Fiber Cable (LC) OR EQUAL			each		8	
11	1733 or Equal	DS8000 LMC R7.3 OR EQUAL			each		1	
12	1750 or Equal	Encrypted drive activation indicator OR EQUAL			each		1	
13	3053 or Equal	Device Adapter Pair I OR EQUAL			each		1	
14	3253 or Equal	8 GB 4 port LW FCP/FICON Adapter PCIE OR EQUAL			each		2	
15	4313 or Equal	64 GB Processor memory (4-core only) OR EQUAL			each		1	

Please see Exhibit "A" on Page 23 A for equal bid configuration & Pricing

Data Storage System

"All Items will have manufacture 48 month Warranty"

Exhibit "A"

Item	Part Number	Description	Alternat Bid Brand	Alternate Bid Model	Quantity	Unit Cost	Quantity	Extended Cost
16	4412 or Equal	4-core P7+ Processor indicator OR EQUAL			each		1	
17	5108 or Equal	146 GB 15,000 rpm FDE disk drive set OR EQUAL			each		3	
18	5308 or Equal	300 GB 15,000 rpm FDE disk drive set OR EQUAL			each		3	
19	7031-3 or Equal	OEL - 22 TB OR EQUAL			each		1	
20	7251-3 or Equal	PTC - 22 TB OR EQUAL			each		1	
21	7821-3 or Equal	PAV - 22 TB OR EQUAL			each		1	
22	2399-LFA or Equal	DS8000 Function Authorization OR EQUAL			each		1	
23	7053-54 or Equal	OEL - 35 Value Unit (22TB Raw) OR EQUAL			each		1	
24	7091 or Equal	FICON indicator OR EQUAL			each		1	
25	7092 or Equal	High Performance FICON for System Z OR EQUAL			each		1	
26	7251-3 or Equal	PTC - 44 TB indicator OR EQUAL			each		1	
27	7821-3 or Equal	PAV - 22 TB indicator OR EQUAL			each		1	
28	7899 or Equal	HyperPAV OR EQUAL			each		1	

EMC Equal TOTAL

234,429.00

State of West Virginia 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). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor 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**,
- 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 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**,
- Bidder is a 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; **or**,

2. Application is made for 2.5% vendor 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**,

3. Application is made for 2.5% vendor preference for the reason checked:

- 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 Bidder's 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; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of 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) reject the bid; 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 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.

Bidder: _____ Signed: _____

Date: _____ Title: _____

RFQ No. 15CP0112

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: EMC Corporation

Authorized Signature: [Signature] Date: 6/9/2014

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 9 day of June, 2014

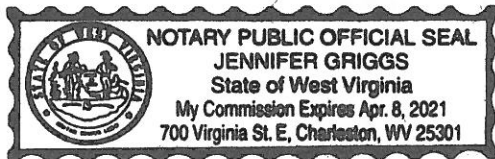
My Commission expires 4-8-21, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0112

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

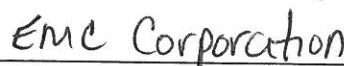
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.



 Company


 Authorized Signature
 6/9/2014

 Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

EMC Corporation

(Company)

Lori Caldwell

(Authorized Signature)

Lori Caldwell Senior Acct Exec

(Representative Name, Title)

304 541 3400

(Phone Number)

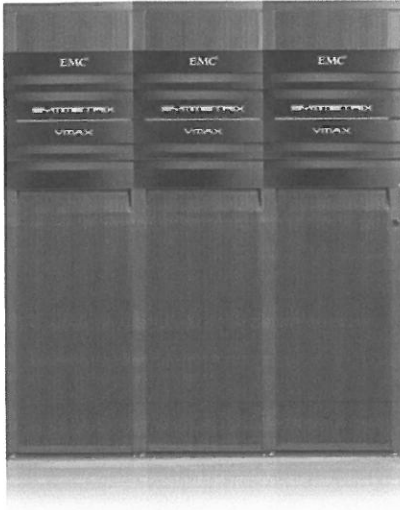
513 - 745 - 0324

(Fax Number)

6/9/2014

(Date)

EMC SYMMETRIX VMAX 20K



VMAX 20K high-density configurations support up to 3,200 drives, consuming 33 percent less space, 35 percent less weight, and 27 percent less power compared with 3.5-inch drives.

The EMC® Virtual Matrix Architecture™ is a new way to build storage systems that transcends the physical constraints of all existing architectures by scaling system resources through common building blocks called EMC® Symmetrix® VMAX® 20K engines.

A single VMAX 20K engine provides the complete foundation for a high-availability Symmetrix VMAX 20K system. Each VMAX 20K engine contains two Symmetrix VMAX 20K directors and redundant interfaces to the EMC Virtual Matrix™ interconnect. Each Symmetrix VMAX 20K director consolidates front-end, global memory, and back-end functions, enabling direct memory access to data for optimized I/O operations.

VMAX 20K engines are interconnected via a set of multiple active fabrics that provides scalable performance and high availability. VMAX 20K engines can be added non-disruptively to provide linear scale-out of Symmetrix system resources. The Virtual Matrix is architected to scale to dozens of engines, geographically dispersed throughout a data center, delivering unprecedented scale of infrastructure services under a single point of management.

VMAX 20K ENGINE MAXIMUM SPECIFICATIONS

- Four Quad-core 2.33 GHz Intel® Xeon® processors
- Up to 128 GB of memory
- Virtual Matrix bandwidth: 24 GB/s

VMAX 20K MAXIMUM SYSTEM SPECIFICATIONS

- Eight VMAX 20K engines
- 1 TB of memory
- Virtual Matrix bandwidth: 192 GB/s

VMAX 20K INTERCONNECT

Industry-standard RapidIO® fabric (Virtual Matrix Architecture is extensible to other standard interconnects.)

CONNECTIVITY

Symmetrix VMAX 20K systems are available in configurations supporting up to eight VMAX 20K engines with a maximum of 128 front-end ports. Optimized hardware logic and data protection encoding ensures end-to-end data integrity with automated channel failover for a maximum availability and load balancing. Symmetrix VMAX 20K systems support all popular hardware and operating system platforms, storage area networks (SANs), and high-availability cluster environments. IPv6, IPsec, and compression support are available with 1 Gb/s Ethernet ports. IPv6 support is available with 10 Gb/s Ethernet.

PROTOCOL

8 Gb/s Fibre Channel Host/ SAN Ports	4-128 per array, 4-16 ports per engine
8 Gb/s Fibre Channel Remote Replication Ports	2-32 per array, 2-4 ports per engine
8 Gb/s FICON Host Ports	4-64 per array, 4-8 ports per engine
4 Gb/s Fibre Channel Host/SAN Ports	4-128 per array, 4-16 ports per engine
4 Gb/s Fibre Channel Remote Replication Ports	2-32 per array, 2-4 ports per engine
4 Gb/s FICON Host Ports	4-64 per array, 4-8 ports per VMAX engine
10 GB/s 1 Gb/s Ethernet Remote Replication Ports	2-32 ports per array, 2-4 ports per engine
10 GB/s FCoE Host Parts	4-64 per array, 4-8 ports per engine
10 GB/s iSCSI Host Parts	4-64 ports per array, 4-8 ports engine
1 GB/s GigE Remote Replication Ports	2-32 ports per array, 2-4 ports per engine
1 Gb/s iSCSI Ports	4-64 per array, 4-8 ports per engine

Mixed combinations of the above port types depend upon the configuration. Refer to the EMC Support Matrix at, or contact your local EMC sales representative for specific configuration support. EMC Symmetrix VMAX 20K systems are available in two to 11-bay configurations for up to two petabytes of usable storage capacity in a single system.

DISK DRIVE AND ENTERPRISE FLASH DRIVE CONNECTIVITY

The Symmetrix VMAX 20K drive infrastructure is architected with 4 Gb/s dual-ported Fibre Channel drives, Enterprise Flash drives, SAS drives, and SATA drives, each supported by two independent I/O channels with automatic failover and fault isolation.

3.5" DISK DRIVES

CAPACITY	146 GB	300 GB	300 GB	450 GB	450 GB
Rotational Speed (rpm)	15,000	10,000	15,000	10,000	15,000
Form Factor	3.5 in	3.5 in	3.5 in	3.5 in	3.5 in
Internal Data Rate (Mb/s)	685-1,142	1,010-1,840	685-1,142	1,010-1,840	1,051-2,225
Average Seek Time (read/write)	3.4/3.9 ms	3.8/4.4 ms	3.4/3.9 ms	3.8/4.4 ms	3.4/3.9 ms
Raw Capacity	145.7 GB	292.7 GB	292.6 GB	439.0 GB	439.0 GB
FORMATTED CAPACITY					
Open Systems	143.5 GB	288.1 GB	288.1 GB	432.2 GB	432.2 GB
Mainframe	139.3 GB	279.7 GB	279.7 GB	419.6 GB	419.6 GB
IBM i	141.7 GB	288.2 GB	288.2 GB	435.1 GB	435.1 GB

3.5" DISK DRIVES (CONTINUED)

CAPACITY	600 GB	600 GB	900 GB	1 TB	2 TB	3 TB
Rotational Speed (rpm)	10,000	15,000	10,000	7,200	7,200	7,200
Form Factor	3.5 in	3.5 in	3.5 in	3.5 in	3.5 in	3.5 in
Internal Data Rate (Mb/s)	1,010-1,840	1,051-2,225	1319-2232	470-1,070	470-1,070	470-1,070
Average Seek Time (read/write)	3.8/4.4 ms	3.4/3.9 ms	3.8/4.3 ms	8.2/9.2 ms	8.2/9.2 ms	8.2/9.2 ms
Raw Capacity	585.4 GB	585.4 GB	894.9 GB	1000.2 GB	1912.1 GB	3000.5 GB
FORMATTED CAPACITY						
Open Systems	576.3 GB	576.3 GB	881.1 GB	984.8 GB	1882.7 GB	2954.4 GB
Mainframe	559.5 GB	559.5 GB	855.3 GB	956.0 GB	1827.6 GB	2868.0 GB
IBM i	580.1 GB	580.1 GB	870.2 GB	n/a	1912.1 GB	2955.1 GB

2.5" DISK DRIVES

CAPACITY	146/300 GB	300 GB	450 GB	600 GB	900 GB	1 TB
Rotational Speed (rpm)	15,000	10,000	10,000	10,000	10,000	7,200
Form Factor	2.5 in	2.5 in	2.5 in	2.5 in	2.5 in	2.5 in
Internal Data Rate (Mb/s)	1554-2267	1219-2232	1219-2232	1219-2232	1219-2232	673/1304
Average Seek Time (read/write)	2.8/3.3 ms	3.7/4.2 ms	3.7/4.2 ms	3.7/4.2 ms	3.7/4.2 ms	7.7/8.7 ms
Raw Capacity	145.7/292.6 GB	292.7 GB	439.0 GB	585.4 GB	585.4 GB	1000.2 GB
FORMATTED CAPACITY						
Open Systems	143.5/288.1 GB	288.1 GB	432.2 GB	576.3 GB	881.1 GB	984.8 GB
Mainframe	139.3/279.7 GB	279.7 GB	419.6 GB	559.5 GB	855.3 GB	956.0 GB
IBM i	141.7/288.2 GB	288.2 GB	435.1 GB	580.1 GB	870.2 GB	985.0 GB

ENTERPRISE FLASH DRIVES

CAPACITY	100 GB	200 GB	400 GB
Form Factor	2.5 in & 3.5 in	2.5 in & 3.5 in	2.5 in & 3.5 in
Internal Data Rate (Mb/s)	800-1,600	800-1,600	800-1,600
Raw Capacity	100.0 GB	200.0 GB	400.0 GB
FORMATTED CAPACITY			
Open Systems	98.4 GB	196.9 GB	393.8 GB
Mainframe	95.6 GB	191.2 GB	382.3 GB
IBM i	98.5 GB	197.0 GB	389.8 GB

SYSTEM CAPACITY IN TERABYTES (NON-FLASH)

# OF DRIVES		146 GB DRIVES (3.5")		3 TB DRIVES (3.5")	
		Min.	Max.	Min.	Max.
		48	3,200	48	2,400
MIRRORED	Open Systems	2.8	225.0	37.6	2,067
	Mainframe	2.7	218.4	36.5	2,006
RAID-5 3+1	Open Systems	4.3	337.5	56.4	2,067
	Mainframe	4.1	327.7	54.8	2,006
RAID-5 7+1	Open Systems	5.0	393.8	65.9	2,055
	Mainframe	4.8	382.3	63.9	1,995
RAID-6 6+2	Open System	4.3	337.5	56.4	2,067
	Mainframe	4.1	327.7	54.8	2,006
RAID-6 14+2	Open System	5.0	393.8	79.0	2,055
	Mainframe	4.8	382.3	76.7	1,955

Configurations with mixed drive capacities and speeds are allowed depending upon the configuration. 64 GB of total capacity will be reserved for internal Symmetrix file system use. All capacities are based on 1 GB = 1,000,000,000 bytes. Actual usable capacity may vary depending upon configuration.

SYMMETRIX DATA AT REST ENCRYPTION

Symmetrix Data at Rest Encryption (D@RE) is delivered through a unique Symmetrix VMAX 20K engine model with built-in, hardware-based data encryption. Data is encrypted when written to drives and decrypted when read from drives with no impact on performance or local and remote replication. D@RE addresses security and compliance concerns regarding data exposure when drives are removed or arrays are replaced.

PHYSICAL AND COOLING SPECIFICATIONS

	HEIGHT*	WIDTH	DEPTH	AREA	WEIGHT	POWER	COOLING
	(IN/CM)	(IN/CM)	(IN/CM)	(IN/CM)	(LB/KG)	(KVA)	(BTU/HR)
System bay (four engine)	76.66/194.7	30.2/76.7	41.88/106.4	42.0/106.7	1,830/830.0	4.1	13,700
System bay (eight engine)	76.6/194.7	30.2/76.7	41.88/106.4	42.0/106.7	2,774/1,258.3	7.8	26,300
Standard storage bay	76.6/194.7	30.2/76.7	41.88/106.4	42.0/106.7	2,278/1,033.3	6.1	19,800
High density storage bay	75.0/190.5	24.02/61.0	41.88/160.4	42.0/160.7	1674/759.3	4.9	15,200

All dimensions are cabinet/enclosure size without shipping brackets or securing brackets. Weight, power, and cooling are the maximum for a full configuration. Cooling is front to rear for system bay and front to top for storage bays. *An additional 18 in. (45.7 cm) is recommended for ceiling/top clearance.

POWER SPECIFICATIONS (STORAGE BAY AND SYSTEM BAY)

	N. AMERICA 3-PHASE (DELTA 4- WIRE) (3L+1G)	INTERNAT. 3-PHASE (WYE 5- WIRE) (3L+1N+1G)	N. AMERICA SINGLE-PHASE 3-WIRE (2L+1G)	INTERNAT. SINGLE-PHASE 3-WIRE (1L,1N,1G)
INPUT VOLTAGE (VAC)	200-240	200-240	200-240	200-240
FREQUENCY (HZ)	50-60	50-60	50-60	50-60
CIRCUIT BREAKER (AMPS), RECOMMENDED	50	32	30	32
AC POWER CONNECTIONS	2 per bay	2 per bay	4 per bay	4 per bay
POWER CONNECTOR	CS-8365C	S52.30	L6-30P	L6-30P
USER CONNECTOR	See Note 1	See Note 1	See Note 1	See Note 1

Specifications given are for the power connectors located inside the Symmetrix VMAX 20K system and storage bays. EMC offers a selection of power cable extensions with different power connectors for connection to the customer's power source. The power cable extension type desired must be verified at the time of quotation and ordering.

* L = line or phase, N= neutral, G= ground

Note 1: Refer to EMC® Symmetrix® VMAX® Family Physical Planning Guide for details.

ENVIRONMENTAL SPECIFICATIONS (OPERATING)

Temperature (F/C)	50-90/10-32
Altitude (ft/m), max.	7,500/2,286
Humidity (%), Non-condensing	20 - 80
Raised Floor	Recommended

CONTACT US

To learn more about how EMC products, services, and solutions can help solve your business and IT challenges, contact your local representative or authorized reseller—or visit us at www.EMC.com.

RADIO FREQUENCY INTERFERENCE (RFI)

Electro-magnetic fields which include radio frequencies can interfere with the operation of electronic equipment. EMC Corporation products have been certified to withstand radio frequency interference in accordance with standard EN61000-4-3. In Data Centers that employ intentional radiators, such as cell phone repeaters, the maximum ambient RF field strength should not exceed 3 Volts /meter.

REPEATER POWER LEVEL (WATTS)	RECOMMENDED MINIMUM DISTANCE (FEET/METERS)
1	9.84 ft (3m)
2	13.12 ft (4 m)
5	19.69 ft (6m)
7	22.97 ft (7m)
10	26.25 ft (8m)
12	29.53 ft (9m)
15	32.81 ft (10m)

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