



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 481423

Procurement Type: Central Purchase Order

Vendor ID:

Legal Name: SIMPLYNAS

Alias/DBA:

Total Bid: \$109,416.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA1900000002

Published Date: 8/14/18

Close Date: 8/28/18

Close Time: 13:30

Status: Closed

Solicitation Description:



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 481423
Solicitation Description : NETWORK ATTACHED STORAGE
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-28 13:30:00	SR 0439 ESR08241800000000906	1

VENDOR
VC0000037530 SIMPLYNAS

Solicitation Number: CRFQ 0439 EBA1900000002

Total Bid : \$109,416.00 **Response Date:** 2018-08-24 **Response Time:** 17:42:02

Comments:

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	NETWORK ATTACHED STORAGE	1.00000	EA	\$109,416.000000	\$109,416.00

Comm Code	Manufacturer	Specification	Model #
43201835			

Extended Description :	NETWORK ATTACHED STORAGE
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Comments: see attached documents

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 20, 2018 @ 10:00am EST

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Stephanie.L.Gale@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 _____ 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: (This only applies to CRFP)

- Technical
 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 28, 2018 @ 1:30pm 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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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. 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.

13. 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.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

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 Award Document 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. 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: 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.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

40. 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.

41. 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.

Revised 06/08/2018

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

42. 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:
- c. 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
- d. 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.

43. 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.

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

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

Michael Gray NAS Product Manager
(Name, Title)
Michael Gray - NAS Product Manager
(Printed Name and Title)
4366 North Ronald Reagan Blvd, Sanford, Florida, 32773
(Address)
407-960-4690 / 407-732-6446
(Phone Number) / (Fax Number)
mg@simplynas.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

SimplyGroup II LLC dba SimplyNAS
(Company)

Michael Gray Michael Gray, NAS Product Manager
(Authorized Signature) (Representative Name, Title)

Michael Gray - NAS Product Manager
(Printed Name and Title of Authorized Representative)

8-23-2018
(Date)

407-960-4690 / 407=732-6446
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA704

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 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.

SimplyGroup II LLC DBA SimplyNAS

Company

Michael Gray
Authorized Signature

8/23/2018

Date

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

REQUEST FOR QUOTATION
EBA704 Network Attached Storage

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (EBA) to establish a contract for the one time purchase of Network Attached Storage.

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. **7z:** a compressed archive file format that supports several different data compression, encryption and pre-processing algorithms. The 7z format initially appeared as implemented by the 7-Zip archiver
 - 2.2. **ACL (Access Control List):** a list of permissions attached to an object. An ACL specifies which users or system processes are granted access to objects, as well as what operations are allowed on given objects.
 - 2.3. **Active Directory (AD):** Active Directory is an umbrella title for a broad range of directory-based identity-related services from Microsoft, authenticating and authorizing users in a Windows domain type network.
 - 2.4. **Active-Active High Availability:** in a system (NAS) with dual controllers both controllers are available to support LUNs and volumes. Both storage controllers can have LUNs assigned to them. If a controller fails, the surviving controller can support its and the failed controller's LUNs.
 - 2.5. **AES (Advanced Encryption Standard):** a symmetric block cipher chosen by the U.S. government to protect classified information and is implemented in software and hardware throughout the world to encrypt sensitive data.
 - 2.6. **Application Server:** a component-based product that resides in the middle-tier of a server centric architecture. It provides middleware services for security and state maintenance, along with data access and persistence.
 - 2.7. **Asymmetric Logical Unit Access (ALUA):** ALUA allows you to see any given LUN via both storage processors as active but only one of these storage processors "owns" the LUN and because of that there will be optimized and un-optimized paths. The optimized paths are the ones with a direct path to the storage processor that owns the LUN. The un-optimized paths have a connection with the storage processor that does not own the LUN but have an indirect path to the storage processor that does own it via an interconnect bus.
 - 2.8. **Bitmap Support:** bitmapping is a process which improves resynchronization time of a RAID group. Bitmaps can only be created for RAID 1, RAID 5, RAID 6, and RAID 10 groups. Enabling a RAID bitmap causes the RAID groups performance to decrease slightly. A bitmap improves resynchronization time only if the same disk is added back to the RAID group.
 - 2.9. **Block-based Snapshot:** block storage is data storage typically used in storage-area network (SAN) and Network Attached Storage (NAS) environments where data is stored in volumes, also referred to as blocks. Each block acts as an individual hard drive and is configured by the storage administrator. A block-based snapshot is a snapshot of this block.

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- 2.10. **Bonjour:** a network protocol used to automatically configure devices and discover services on an IP network. It is part of the Mac OS X and iOS operating systems and is built into a great majority of printers.
- 2.11. **Byte:** a group of binary digits or bits (usually eight) operated on as a unit.
- 2.12. **Bytes per Sector:** in disk storage, a sector is a subdivision of a track on a magnetic disk or optical disc. Each sector stores a fixed amount of user-accessible data. Bytes per sector is the measurement of this fixed amount.
- 2.13. **Checksum:** a string of letters and numbers that acts like a fingerprint for a file. If two files have the same checksum, the files are exactly alike.
- 2.14. **Compression:** the process of modifying, encoding or converting the bits structure of data in such a way that it consumes less space on disk. It enables reducing the storage size of one or more data instances or elements. Data compression is also known as source coding or bit-rate reduction.
- 2.15. **Contract Item:** Network Attached Storage (NAS) and NAS components to be sold under this contract, as described in the attached specifications.
- 2.16. **DATA DEDUPLICATION:** means a method of reducing storage needs by eliminating redundant data.
- 2.17. **DHCP (Dynamic Host Configuration Protocol):** a network protocol that enables a server to automatically assign an IP address to a computer from a defined range of numbers (i.e., a scope) configured for a given network.
- 2.18. **Encryption:** the process of converting information or data into a code, especially to prevent unauthorized access.
- 2.19. **ENTERPRISE CLASS:** hardware that is designed to operate at or near capacity 24/7 with high performance and exceptionally low failure rates. Enterprise Class hardware is designed for demanding production environments.
- 2.20. **Field Replaceable Units (FRU):** a printed circuit board, part, or assembly that can be quickly and easily removed from a computer or other piece of electronic equipment, and replaced by the user or a technician without having to send the entire product or system to a repair facility.
- 2.21. **FIPS 140-2:** the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), is a U.S. government computer security standard used to approve cryptographic modules.
- 2.22. **Firmware:** software that is installed on a small memory chip on hardware.
- 2.23. **FTP (File Transfer Protocol):** a network protocol specified in the RFC 959 which allows file transfer via TCP/IP networks. It is used to transfer files from server to client (download), from client to server (upload) or between two servers, controlled by the client.
- 2.24. **FTPS:** commonly referred to as FTP/SSL, is a name used to encompass a number of ways in which FTP software can perform secure file transfers. Each way involves the use of a SSL/TLS layer below the standard FTP protocol to encrypt the control and/or data channels.
- 2.25. **FXP (File eXchange Protocol):** a protocol that allows transferring files from one FTP server to another FTP server using an FXP client. The data is transferred from one remote FTP server to another inter-server without routing the data through the client's connection.
- 2.26. **GbE (Gigabit Ethernet):** a term describing various technologies for transmitting Ethernet frames at a rate of a gigabit per second (1,000,000,000 bits per second). When used with a

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different qualifier the rate would be a multiple of the qualifier. For example, 10 GbE would mean a transfer rate of 10 gigabits per second.

- 2.27. **Gigabit (Gb):** a unit of information equal to one billion (10^9) or, strictly, 2^{30} bits.
- 2.28. **Gigabyte (GB):** a unit of information equal to one billion (10^9) or, strictly, 2^{30} bytes.
- 2.29. **Global Hot Spare:** an unused disk that is part of a NAS or SAN. Global hot spares remain in standby mode. When a physical disk that is used in a virtual disk fails, the assigned hot spare is activated to replace the failed physical disk without interrupting the system or requiring your intervention.
- 2.30. **GPU (Graphics Processing Unit):** a single processor with a massively parallel architecture of thousands of smaller cores making them ideal for handling multiple tasks simultaneously.
- 2.31. **GPU Passthrough:** gives the virtual machines (VM) direct access to your GPU so to achieve almost full performance within the VM.
- 2.32. **Hot-swappable:** ability to replace a component without shutting down a system.
- 2.33. **HTTP (HyperText Transfer Protocol):** the underlying protocol used by the World Wide Web which defines how messages are formatted and transmitted, and what actions Web servers and browsers should take in response to various commands.
- 2.34. **HTTPS (HyperText Transfer Protocol Secure):** a variant of the standard web transfer protocol (HTTP) that adds a layer of security on the data in transit through a secure socket layer (SSL) or transport layer security (TLS) protocol connection.
- 2.35. **Internal Hard Drive Standby Mode:** standby mode is a state a device enters when idle for too long. This mode helps conserve power when a device is not in use without having to sacrifice the time it would take to turn off and on the device. Internal hard drive standby mode means the hard drives internal to the system (NAS) have the ability to go into standby mode.
- 2.36. **IOPS (Input/output Operations Per Second):** a common performance measurement used to benchmark computer storage devices like hard disk drives (HDD), solid state drives (SSD), network attached storage (NAS), and storage area networks (SAN).
- 2.37. **IPv4 (Internet Protocol version 4):** the fourth revision of the Internet Protocol and a widely used protocol in data communication over different kinds of networks. IPv4 is a connectionless protocol used in packet-switched layer networks, such as Ethernet.
- 2.38. **IPv6 (Internet Protocol version 6):** the most recent version of the Internet Protocol (IP), the communications protocol that provides an identification and location system for computers on networks and routes traffic across the Internet.
- 2.39. **iSCSI (Internet Small Computer Systems Interface):** an Internet Protocol (IP)-based storage networking standard for linking data storage facilities. It provides block-level access to storage devices by carrying SCSI commands over a TCP/IP network.
- 2.40. **JBOD (Just a Bunch Of Disks):** the individual disks of a JBOD array can each serve as a volume or they can be concatenated, or spanned, to form one single logical volume or LUN.
- 2.41. **Jumbo Frame:** an Ethernet frame with a payload greater than the standard maximum transmission unit (MTU) of 1,500 bytes. Jumbo frames are used on local area networks that support at least 1 Gbps and can be as large as 9,000 bytes.
- 2.42. **LACP (Link Aggregation Control Protocol):** a protocol for the collective handling of multiple physical ports that can be seen as a single channel for network traffic purposes.

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- 2.43. **LDAP (Lightweight Directory Access Protocol):** a network protocol used to process authentication and access requests against a database and allows the sharing of information about users, systems, networks, services, and applications throughout the network.
- 2.44. **Link Aggregation:** the collective handling of multiple physical ports that can be seen as a single channel for network traffic purposes.
- 2.45. **LUN (Logical Unit Number):** a unique identifier for designating an individual or collection of physical or virtual storage devices that execute input/output (I/O) commands with a host computer, as defined by the Small System Computer Interface (SCSI) standard.
- 2.46. **MC/S:** the ability to serve burst disk IO directly from RAM instead of slower NAS or SAN disks.
- 2.47. **Megabyte (MB):** a unit of measurement equal to one million bytes.
- 2.48. **Missing Mode Protection:** when the disconnection of a RAID expansion enclosure is detected and a NAS blocks IO access to protect data. The system can recover from the missing mode to the normal state with data staying intact.
- 2.49. **Multipath I/O (MPIO):** a fault-tolerance and performance-enhancement technique that defines more than one physical path between the CPU in a computer system and its mass-storage devices through the buses, controllers, switches, and bridge devices connecting them.
- 2.50. **NAS (Network Attached Storage):** a file-level computer data storage server connected to a computer network providing data access to a heterogeneous group of clients. A NAS is specialized for serving files either by its hardware, software, or configuration.
- 2.51. **NFS (Network File System):** a distributed file system protocol originally developed by Sun Microsystems in 1984, allowing a user on a client computer to access files over a computer network much like local storage is accessed.
- 2.52. **NIC (Network Interface Card):** a circuit board or card that is installed in a device so that it can be connected to a network. A network interface card provides the device with a dedicated, full-time connection to a network.
- 2.53. **NVRAM (Non-volatile random-access memory):** random-access memory that retains its information when power is turned off. This is in contrast to dynamic random-access memory (DRAM) and static random-access memory (SRAM), which both maintain data only for as long as power is applied
- 2.54. **Openstack Cinder:** OpenStack Block Storage (Cinder) is open source software designed to create and manage a service that provides persistent data storage to cloud computing applications.
- 2.55. **PCIe x##:** also known as PCI Express, or technically Peripheral Component Interconnect Express, is a standard type of connection for internal devices in a computer. The x## refers to the number of lanes. PCIe slots contain from one to 32 lanes in powers of 2 (1, 2,4, 8 etc.). Each "lane" is a pair of data transfer lines, one for transmitting and one for receiving, and is composed of 4 wires. The number of lanes in a slot is denoted by an x before it, e.g. x16 designates a 16-lane PCI-E card.
- 2.56. **Petabyte (PB):** one million megabytes, or one thousand gigabytes.
- 2.57. **Pool Scrub:** checking the disk blocks of all disks in a storage pool for media errors and parity consistency. If data errors or inconsistencies are found the data from other disks are used to rewrite the data.
- 2.58. **Pricing Page:** the page(s), contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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- 2.59. **Proxy Client:** an application that connects to a proxy server to access resources on other servers or devices.
- 2.60. **Proxy Server:** a server (a computer system or an application) that acts as an intermediary for requests from clients seeking resources from other servers or devices.
- 2.61. **Quota:** a limit set by a system administrator that restricts certain aspects of file system usage on modern operating systems. The function of using disk quotas is to allocate limited disk space in a reasonable way.
- 2.62. **RAID (Redundant Array of Independent Disks):** originally **Redundant Array of Inexpensive Disks** is a data storage virtualization technology that combines multiple physical disk drive components into one or more logical units for the purposes of data redundancy, performance improvement, or both.
- 2.63. **RAM (Random Access Memory):** the hardware in a computing device where the operating system (OS), application programs and data in current use are kept so they can be quickly reached by the device's processor.
- 2.64. **Remote Replication:** the duplication of data in real time over a network.
- 2.65. **RJ-45:** a type of connector commonly used for Ethernet networking. The "RJ" in RJ-45 stands for "registered jack," since it is a standardized networking interface. The "45" simply refers to the number of the interface standard. Each RJ-45 connector has eight pins, which means an RJ-45 cable contains eight separate wires.
- 2.66. **RJ11 (Registered Jack-11):** a telephone interface that uses a cable of twisted wire pairs and a modular jack with two, four or six contacts. RJ-11 is the common connector for plugging a telephone into the wall and the handset into the telephone.
- 2.67. **RS-232:** a standard communication protocol for linking devices with their peripheral devices to allow serial data exchange.
- 2.68. **Rsync:** a widely-used utility to keep copies of a file on two systems the same. It functions as both a file synchronization and file transfer program. The Rsync algorithm, a type of delta encoding, is used to minimize network usage.
- 2.69. **SAS (Serial Attached SCSI):** a point-to-point serial protocol that moves data to and from computer-storage devices such as hard drives and tape drives.
- 2.70. **SFP+:** Small Form-Factor Pluggable, enhanced, describes a hot-pluggable module transceiver used for data communications.
- 2.71. **SMB/CIFS (Server Message Block/Common Internet File System):** SMB, one version of which was also known as Common Internet File System (CIFS) operates as an application-layer network protocol mainly used for providing shared access to files, printers, and serial ports and miscellaneous communications between nodes on a network.
- 2.72. **SMI-S (Storage Management Initiative Specification):** a standard developed by the Storage Network Industry Association (SNIA) that is intended to facilitate the management of storage devices from multiple vendors in Network Attached Storage (NAS) and Storage Area Networks (SANs).
- 2.73. **SMSC (Short Message Service Center):** Short Message Peer-to-Peer (SMPP) is a protocol used by the telecommunications industry for exchanging SMS messages between Short Message Service Centers (SMSC) and/or External Short Messaging Entities (ESME).
- 2.74. **SMTP (Simple Mail Transfer Protocol):** an Internet standard for electronic mail (email) transmission. First defined by RFC 821 in 1982, it was last updated in 2008 with Extended SMTP additions by RFC 5321, which is the protocol in widespread use today.
- 2.75. **Snapshot:** a copy of the entire state of a system at a particular point in time.

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- 2.76. **SNMP:** an Internet Standard protocol for collecting and organizing information about managed devices on IP networks and for modifying that information to change device behavior.
- 2.77. **Solicitation:** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.78. **Space Reclamation:** deleting or removing files from a space within a file system. This free space is mapped to a storage device until the file system releases or unmaps it.
- 2.79. **SPC-3 Persistent Reservation:** supports multiple nodes accessing a device while at the same time blocking access to other nodes.
- 2.80. **SSD (Solid State Drive):** a storage device containing nonvolatile flash memory, used in place of a hard disk because of its much greater speed.
- 2.81. **SSH (Secure Sockets Shell):** a network protocol that provides administrators with a secure way to access a remote systems or devices.
- 2.82. **SSL (Secure Sockets Layer):** a standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.
- 2.83. **Storage Pool:** capacity aggregated from disparate physical storage resources in a shared storage environment.
- 2.84. **Syslog:** a way for network devices to send event messages to a logging server – usually known as a Syslog server.
- 2.85. **TCP/IP (Transmission Control Protocol/Internet Protocol):** a set of networking protocols that allows two or more devices to communicate.
- 2.86. **Terabyte (TB):** a unit of information equal to one million million (10^{12}) or strictly, 2^{40} bytes.
- 2.87. **TFTP (Trivial File Transfer Protocol):** a simple high-level protocol for transferring data.
- 2.88. **Thin Provisioning:** a method of optimizing the efficiency with which the available space is utilized in NAS and SAN devices. TP operates by allocating disk storage space in a flexible manner among multiple users, based on the minimum space required by each user at any given time.
- 2.89. **TLER (Time-Limited Error Recovery):** a feature of hard disks which allow a system administrator to configure the amount of time a drive's firmware is allowed to spend recovering from a read or write.
- 2.90. **TLS (Transport Layer Security):** a protocol that provides privacy and data integrity between two communicating applications.
- 2.91. **UPS (Uninterruptable Power Supply):** a device that allows systems to keep running for at least a short time when the primary power source is lost. It also provides protection from power surges.
- 2.92. **VAAI: (vStorage API for Array Integration):** an application program interface (API) framework from VMware that enables certain storage tasks, such as thin provisioning, to be offloaded from the VMware server virtualization hardware to the storage array.
- 2.93. **Virtual Machine (VM):** a software computer that, like a physical computer, runs an operating system and applications.
- 2.94. **VMWare:** virtualization and cloud computing software provider based in Palo Alto, California.
- 2.95. **VSS (Volume Shadow Copy):** also known as Volume Snapshot Service, VSS is a technology included in Microsoft Windows that allows taking manual or automatic backup copies or snapshots of computer files or volumes, even when they are in use.
- 2.96. **Wake on LAN:** a technology that allows a network device to be remotely powered on or “woke” up from sleep mode.

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2.97. ZIP: A zip file (.zip) is a "zipped" or compressed file. "Zipping" a file involves compressing one or more items into a smaller archive. A zipped file takes up less hard drive space and takes less time to transfer to another device.

3. GENERAL REQUIREMENTS:

3.1. Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1. Item 1: Network Attached Storage: QNAP NAS – base model# ES1640dc-E5-V2, equivalent, or better. Quantity 2.

3.1.1.1. Installed Components: must be the manufacturer and part number listed, equivalent, or better. All components must be certified by the NAS manufacturer as fully compatible with the NAS unit quoted. The NAS must ship with the listed components installed and burn-in testing performed on the assembled unit.

- 3.1.1.1.1. Dual controllers running in an active-active high availability configuration
- 3.1.1.1.2. Dual (one per controller) Intel Xeon 6-core E5-2420 v2 processors with 15M cache, running at 2.20 GHz
- 3.1.1.1.3. 128 GB of RAM (64 GB per controller)
- 3.1.1.1.4. Redundant hot-swappable power supplies
- 3.1.1.1.5. Dual Battery Backup Units (BPU) – one per controller
- 3.1.1.1.6. iSCSI read/write throughput of 5500/2300 MB/sec or higher
- 3.1.1.1.7. 127,000 or higher iSCSI IOPS (Input/output Operations Per Second)
- 3.1.1.1.8. Battery protected caching module for improved IOPS
- 3.1.1.1.9. Minimum of 16 hot swappable drive bays (with trays) supporting 16 x 3.5 inch SAS drives. A minimum of four of these bays must support 2.5-inch SAS SSD drives. Must support 12 Gbps or faster drives.
- 3.1.1.1.10. Scalable to a minimum of 1 Petabytes (PB): must be expandable using add-on expansion enclosures
- 3.1.1.1.11. SSD Drives: Seagate 100.2 Series ST1920FM0003 2.5" 1.9 TB SAS 12GB/s SSD drives, Part# ST1920FM03 or better, quantity 2. These drives must:
 - 3.1.1.1.11.1. Be hot-swappable
 - 3.1.1.1.11.2. Be Solid State Drives (SSD) of 1.9 TB capacity or better
 - 3.1.1.1.11.3. Use SAS 12 Gb/Sec specification or better
 - 3.1.1.1.11.4. Have 4096 bytes per sector
 - 3.1.1.1.11.5. Have 4KB random read / write speeds up to 180,000 / 30,000 IOPS or better

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- 3.1.1.1.11.6. Have sequential read /write speeds up to 1100 / 8500 MB/sec or better
- 3.1.1.1.11.7. Maintain high read and write speeds even when the disk is 90% full
- 3.1.1.1.11.8. Have an Annualized Failure Rate (AFR) of 0.35% or less
- 3.1.1.1.11.9. Have a 5 year or longer warranty
- 3.1.1.1.12. NAS Storage Drives: 10 TB Seagate Enterprise Class 12 Gbps drives, Part# ST10000NM0096 or better, quantity 14. These drives must:**
 - 3.1.1.1.12.1. Be hot-swappable
 - 3.1.1.1.12.2. Be 3.5 inch form factor 8 TB Enterprise Class drives or better
 - 3.1.1.1.12.3. Meet SAS 12 Gb/sec specifications or better
 - 3.1.1.1.12.4. Have 256 MB data buffer or better
 - 3.1.1.1.12.5. Run at 7200 RPM (Revolutions per Minute) or better
 - 3.1.1.1.12.6. Have 4096 bytes per sector
 - 3.1.1.1.12.7. Have a data transfer rate of 1.2 GB/sec. or better
 - 3.1.1.1.12.8. Have a max sustained transfer rate of 254 MB/sec or better
 - 3.1.1.1.12.9. Have an error rate (non-recoverable, bits read) of 1 in 10¹⁵ or better
 - 3.1.1.1.12.10. Have a mean time between failure (MTBF) of 2.5 million hours or better
 - 3.1.1.1.12.11. Have an annual failure rate (AFR) of 0.35% or better
 - 3.1.1.1.12.12. Support RAID rebuild
 - 3.1.1.1.12.13. Have a 5 year or longer warranty
- 3.1.1.1.13. Ethernet Connectivity must include but not be limited to:**
 - 3.1.1.1.13.1. Two Gigabit RJ-45 Ethernet ports (1 per controller)
 - 3.1.1.1.13.2. Eight 10 Gbase-T Ethernet ports (4 per controller) using Proline AR-SFP-10G-T-Pro transceivers or better via onboard SFP+ ports. These SFP+ transceivers must have the following specifications or better:
 - 3.1.1.1.13.2.1.1. Provide 10 Gb Ethernet connectivity over copper cabling for a minimum distance of 30 meters
 - 3.1.1.1.13.2.1.2. Provide connectivity to network cables via RJ-45 ports
 - 3.1.1.1.13.2.2. Be expandable using PCIe expansion slots to a minimum of:
 - 3.1.1.1.13.2.2.1. 8 additional 10 GB Ethernet ports (4 per controller) or
 - 3.1.1.1.13.2.2.2. 8 additional 40 GB Ethernet ports (4 per controller)
 - 3.1.1.1.13.2.2.3. It is acceptable if only one Ethernet expansion card type is possible – either two dual 10 GB or two dual 40 GB
- 3.1.1.1.14. Rack mountable in standard 19 inch racks (rack mount kits included)**
- 3.1.1.1.15. Alarm buzzer for audible systems warnings**
- 3.1.1.1.16. Cooling fan(s)**
- 3.1.1.1.17. Minimum of four expansion slots:**

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- 3.1.1.1.17.1. Two PCIe Slot x8 (Gen3 x8) – one per controller
- 3.1.1.1.17.2. Two PCIe Slot x4 (Gen2 x4) – one per controller
- 3.1.1.1.18.** Minimum of 4 USB 3.0/2.0 ports – two per controller
- 3.1.1.1.19.** Minimum of 4 Mini-SAS ports – two per controller
- 3.1.1.1.20.** Minimum of 2 RJ11 to RS-232 serial connections – one per controller
- 3.1.1.1.21.** Field replaceable units (FRU):
 - 3.1.1.1.21.1. Controller
 - 3.1.1.1.21.2. Power supply
 - 3.1.1.1.21.3. Battery backup units
 - 3.1.1.1.21.4. Fan modules

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3.1.1.2. Required NAS Software / Operating System Features:

3.1.1.2.1. Storage Management:

- 3.1.1.2.1.1. Storage space utilization monitoring
- 3.1.1.2.1.2. Flexible folder/LUN creation and expansion
- 3.1.1.2.1.3. Folder/LUN thin-provisioning with space reclamation
- 3.1.1.2.1.4. Online Folder/LUN Expansion
- 3.1.1.2.1.5. Online Expansion (also via add-on expansion enclosures)
 - LUN
 - Storage pool
 - Shared folder quota
- 3.1.1.2.1.6. Supports Single Disk, JBOD, RAID 0, 1, 5, 6, 10, 50, 60, RAID TP, Triple Mirror
- 3.1.1.2.1.7. RAID recovery
- 3.1.1.2.1.8. Global Hot Spare
- 3.1.1.2.1.9. SSD read cache
- 3.1.1.2.1.10. NVRAM write cache with field serviceable backup battery unit
- 3.1.1.2.1.11. Checksum for end-to-end data integrity
- 3.1.1.2.1.12. Pool scrub for data verification
- 3.1.1.2.1.13. Scheduled backup battery learning
- 3.1.1.2.1.14. Space reclamation
- 3.1.1.2.1.15. Snapshots:
 - Shared folder/LUN
 - Snapshot clone
 - Snapshot agent for Windows VSS and VMWare
 - Snapshot manager
- 3.1.1.2.1.16. WORM (Write Once Read Many) for shared folders
- 3.1.1.2.1.17. Bad Block Scan and Hard Drive S.M.A.R.T. (Self-Monitoring, Analysis and Reporting Technology)
- 3.1.1.2.1.18. S.M.A.R.T. predict data migration
- 3.1.1.2.1.19. Time-Limited Error Recovery (TLER)
- 3.1.1.2.1.20. Silence error detection and self-healing
- 3.1.1.2.1.21. Inline block level deduplication for shared folder or LUN
- 3.1.1.2.1.22. Inline compression for shared folder or LUN
- 3.1.1.2.1.23. Inline encryption for shared folder or LUN
- 3.1.1.2.1.24. RAID Recovery
- 3.1.1.2.1.25. Bitmap Support

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3.1.1.2.1.26. Block-based snapshots, max of 65535

3.1.1.2.1.27. Storage expansion:

- Via QNAP EJ-1600 series JBOD expansion units (or equivalent or better hardware compatible with quoted NAS)
- JBOD ID reinitialized
- JBOD enclosure roaming

3.1.1.2.2. High Availability

3.1.1.2.2.1. Active-active/active-standby dual controller for NAS

3.1.1.2.2.2. Active-active dual controller for JBOD expander

3.1.1.2.2.3. Automatic hardware error detection and failover

3.1.1.2.2.4. Automatic failback when hardware recovered

3.1.1.2.2.5. Data port network failover

3.1.1.2.2.6. Management port network failover

3.1.1.2.2.7. Link aggregation for network high availability

3.1.1.2.2.8. SMB3 continuous availability

3.1.1.2.2.9. Multipath I/O (MPIO) and Asymmetric Logical Unit Access (ALUA) for iSCSI high availability

3.1.1.2.3. Supported Clients:

3.1.1.2.3.1. Windows Server (64 bit) 2008 R2, 2012, 2012 R2, 2016, 2016 R2

3.1.1.2.3.2. Windows 7, 8, 10 - (32/64-bit)

3.1.1.2.3.3. Apple Mac OS X or higher

3.1.1.2.3.4. Linux

3.1.1.2.3.5. Unix

3.1.1.2.4. Power Management:

3.1.1.2.4.1. Wake on LAN

3.1.1.2.4.2. Internal Hard Drive Standby Mode

3.1.1.2.4.3. Automatic Power on after Power Recovery

3.1.1.2.4.4. Network UPS Support with SNMP Management

3.1.1.2.5. Access Right Management

3.1.1.2.5.1. Batch Users Creation

3.1.1.2.5.2. Import/Export Users

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- 3.1.1.2.5.3. User Quota Management
- 3.1.1.2.5.4. Local User Access Control for SMB and FTP
- 3.1.1.2.5.5. Subfolder Permissions Support for SMB and FTP

3.1.1.2.6. Domain Authentication Integration:

- 3.1.1.2.6.1. Microsoft Active Directory (AD) support
- 3.1.1.2.6.2. LDAP Client
- 3.1.1.2.6.3. Domain Users Login via SMB and FTP

3.1.1.2.7. Administration:

- 3.1.1.2.7.1. Toolbar and Dashboard for display of System Status
- 3.1.1.2.7.2. Fan Control
- 3.1.1.2.7.3. SNMP (v2 & v3)
- 3.1.1.2.7.4. Resource Monitor
- 3.1.1.2.7.5. Network Recycle Bin for File Deletion via SMB
 - Automatic Cleanup
 - File Type Filter
- 3.1.1.2.7.6. Comprehensive Logs (Events & Connection)
- 3.1.1.2.7.7. Syslog Client
- 3.1.1.2.7.8. Firmware Live Update
- 3.1.1.2.7.9. System Settings Backup and Restore
- 3.1.1.2.7.10. Restore to Factory Default
- 3.1.1.2.7.11. Command Line Interface (CLI)
- 3.1.1.2.7.12. Mobile App for Remote Monitoring

3.1.1.2.8. Networking:

- 3.1.1.2.8.1. TCP/IP (IPv4 & IPv6)
- 3.1.1.2.8.2. 10 / 40 Gigabit NICs
 - Jumbo frame
 - LACP, load balance, failover, round robin
- 3.1.1.2.8.3. Optional Dual-port 10 GbE and 40 GbE Network Expansion Cards
- 3.1.1.2.8.4. Support for 40 GbE Network Adapter Card
- 3.1.1.2.8.5. Service Binding Based on Network Interfaces
- 3.1.1.2.8.6. Proxy Client, Proxy Server
- 3.1.1.2.8.7. DHCP Client
- 3.1.1.2.8.8. Protocols: SMB2/SMB3, NFS v3/NFS v4, FTP, FTPS, TFTP, HTTP, HTTPS, SSH, iSCSI, SNMP, SMTP, and SMSC
- 3.1.1.2.8.9. Bonjour Discovery

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3.1.1.2.9. File Server:

- 3.1.1.2.9.1. File Sharing across Windows, Mac, and Linux/UNIX
- 3.1.1.2.9.2. Shared folder for SMB, NFS and FTP
- 3.1.1.2.9.3. Windows ACL
- 3.1.1.2.9.4. Advanced folder permissions for SMB, FTP

3.1.1.2.10. Security:

- 3.1.1.2.10.1. Network access protection with auto-blocking: SSH, HTTP(S), FTP, SMB
- 3.1.1.2.10.2. SMB host access control for shared folders
- 3.1.1.2.10.3. FIPS 140-2 validated AES 256-bit shared folder and LUN data encryption
- 3.1.1.2.10.4. Can import SSL certificates

3.1.1.2.11. File management / access utility with features equal to or better than QNAP's File Station:

- 3.1.1.2.11.1. Share download and upload links
- 3.1.1.2.11.2. Share to other NAS users
- 3.1.1.2.11.3. Drag-n-drop Files via Chrome and Firefox Browsers
- 3.1.1.2.11.4. Create and send download links to share public files with expiration date and password protection
- 3.1.1.2.11.5. File Compression (ZIP or 7z)
- 3.1.1.2.11.6. Mobile App for File Browsing and Management

3.1.1.2.12. FTP Server:

- 3.1.1.2.12.1. FTP over SSL/TLS (Explicit)
- 3.1.1.2.12.2. Passive FTP Port Range Control
- 3.1.1.2.12.3. Supports FXP

3.1.1.2.13. Cloud

- 3.1.1.2.13.1. OpenStack Cinder driver

3.1.1.2.14. Backup utility with features equal to or better than QNAP's Backup Station:

- 3.1.1.2.14.1. Remote Replication Server (over Rsync)
- 3.1.1.2.14.2. Snapshot support for Rsync
- 3.1.1.2.14.3. Remote Replication over a utility with features equal to or better than QNAP's SnapSync utility
- 3.1.1.2.14.4. Compression, deduplication, and transfer rate limitation over a utility with features equal to or better than QNAP's SnapSync

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- utility
- 3.1.1.2.14.5. Backup Windows desktops with a backup utility with features equal to or better than QNAP's NetBak Replicator
- 3.1.1.2.14.6. Scheduled Backup
- 3.1.1.2.14.7. Third Party Backup Software Support: Veeam Backup & Replication, Acronis True Image, ARCserve Backup, EMC Retrospect, Symantec Backup Exec, etc.

3.1.1.2.15. iSCSI (IP SAN):

- 3.1.1.2.15.1. iSCSI Target
- 3.1.1.2.15.2. Multi-LUNs per Target
- 3.1.1.2.15.3. Up to 255 Targets/LUNs Combined
- 3.1.1.2.15.4. Supports LUN Mapping
- 3.1.1.2.15.5. Host ACL access
- 3.1.1.2.15.6. Thin-provisioned LUN with Space Reclamation supported
- 3.1.1.2.15.7. Online LUN Capacity Expansion
- 3.1.1.2.15.8. Supports SPC-3 Persistent Reservation
- 3.1.1.2.15.9. Supports MPIO & MC/S
- 3.1.1.2.15.10. iSCSI LUN snapshot and replication

3.1.1.2.16. Server Virtualization and Clustering Support:

- 3.1.1.2.16.1. VMWare vSphere (ESX/ESXi 5.5, 6.0)
- 3.1.1.2.16.2. VMWare block VAAI
 - Thin provisioning with space reclamation
 - Full copy
- 3.1.1.2.16.3. VMWare NAS VAAI
 - Space reserve
 - Native snapshot or linked clones
 - File cloning
 - Extended stats
- 3.1.1.2.16.4. vSphere client and web client plug-in
- 3.1.1.2.16.5. Citrix XenServer (6.2)
- 3.1.1.2.16.6. Windows Server 2012 R2 Hyper-V
- 3.1.1.2.16.7. Supports Microsoft ODX
- 3.1.1.2.16.8. SMI-S provider for Microsoft SCVMM
- 3.1.1.2.16.9. VSS hardware provider
- 3.1.1.2.16.10. Snapshot agent for VMWare
- 3.1.1.2.16.11. Snapshot agent for Windows

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- 3.1.2. ITEM 2: Storage Expansion Unit:** base model# QNAP EJ1600-V2 expansion enclosure, equivalent or better. Quantity 4. Must include the following installed components or equivalent or better
- 3.1.2.1. Onboard RAM: 64 GB total. 32 GB per controller.
 - 3.1.2.2. Write Cache: 64 GB total. 32 GB per controller.
 - 3.1.2.3. NVRAM Cache: Two internal 128 GB mSATA SSD dedicated to NVRAM, SAS signaling (1 per controller).
 - 3.1.2.4. Three SAS wide ports (In and Out ports) per controller
 - 3.1.2.4.1. Three-channel (triple path) to tolerate single node failure
 - 3.1.2.4.2. Each SAS wide port combines four SAS channels with each supporting 12 Gbps full duplex speed for 48 Gbps per host connection
 - 3.1.2.5. Expansion Unit Storage Drives: 10 TB Seagate Enterprise Class 12 Gbps drives, Part# ST10000NM0096, quantity 16. These drives must:
 - 3.1.2.5.1. Be hot-swappable
 - 3.1.2.5.2. Be 3.5 inch form factor 8 TB Enterprise Class drives or better
 - 3.1.2.5.3. Meet SAS 12 Gb/sec specifications or better
 - 3.1.2.5.4. Have 256 MB data buffer or better
 - 3.1.2.5.5. Run at 7200 RPM (Revolutions per Minute) or better
 - 3.1.2.5.6. Have 4096 bytes per sector
 - 3.1.2.5.7. Have a data transfer rate of 1.2 GB/sec. or better
 - 3.1.2.5.8. Have a max sustained transfer rate of 254 MB/sec or better
 - 3.1.2.5.9. Have an error rate (non-recoverable, bits read) of 1 in 10¹⁵ or better
 - 3.1.2.5.10. Have a mean time between failure (MTBF) of 2.5 million hours or better
 - 3.1.2.5.11. Have an annual failure rate (AFR) of 0.35% or better
 - 3.1.2.5.12. Support RAID rebuild
 - 3.1.2.5.13. Have a 5 year or longer warranty
 - 3.1.2.6. Three SAS wide ports (In and Out ports) per controller
 - 3.1.2.6.1. Three-channel (triple path) to tolerate single node failure
 - 3.1.2.6.2. Each SAS wide port combines four SAS channels with each supporting 12 Gbps full duplex speed for 48 Gbps per host connection
 - 3.1.2.7. Redundant hot-swappable power supplies
 - 3.1.2.8. Hot-swappable fan module
 - 3.1.2.9. Missing Mode protection
 - 3.1.2.10. Management via a storage manager with features equal to or better than QNAP's QES Storage Manager
 - 3.1.2.11. Support 12 Gbps SAS and SSD drives
 - 3.1.2.12. Supports drive capacities up to 10 TB per drive

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3.1.2.13. 16 drive bays

3.1.2.14. 5 Year or better warranty against defects in material and workmanship.

3.1.3. Item 3: Network Attached Storage / Application Server: QNAP NAS – base model# TDS-16489U-SB2, equivalent, or better. Quantity 2.

3.1.3.1. Installed Components: must be the manufacturer and part number listed, equivalent, or better. All components must be certified by the NAS manufacturer as fully compatible with the NAS unit quoted. The NAS must ship with the listed components installed and burn-in testing performed on the assembled unit.

3.1.3.1.1. Dual Intel Xeon 8-core E5-2630 v3 processors with 20M cache, running at 2.40 GHz

3.1.3.1.2. Minimum of 128 GB of RAM expandable to 1 TB

3.1.3.1.3. Ability to add GPU cards to permit GPU Pass-through

3.1.3.1.4. Redundant hot-swappable power supplies

3.1.3.1.5. 260,000 or higher IOPS (Input/output Operations Per Second)

3.1.3.1.6. Battery protected caching module for improved IOPS

3.1.3.1.7. Drive Bays:

3.1.3.1.7.1. Must have a minimum of 16 hot swappable drive bays (with trays) supporting sixteen 3.5 inch SAS drives.

3.1.3.1.7.2. Must have a minimum of four bays supporting four 2.5-inch SAS SSD drives for caching.

3.1.3.1.7.3. Must support 12 Gbps or faster drives.

3.1.3.1.8. Storage must be expandable:

3.1.3.1.8.1. To a minimum of 1.4 Petabytes (PB)

3.1.3.1.8.2. To a minimum of 144 drives

3.1.3.1.8.3. Must be expandable using 12 Gbps or higher SAS expansion enclosures

3.1.3.1.9. SSD Drives: Seagate 1200.2 Series 2.5" 400 GB SAS 12GB/s SSD drives, Part# ST400FM0303 or better, quantity 4. These drives must:

3.1.3.1.9.1. Be hot-swappable

3.1.3.1.9.2. Be Solid State Drives (SSD) of 400 GB capacity or better

3.1.3.1.9.3. Use SAS 12 Gb/Sec specification or better

3.1.3.1.9.4. Have 4096 bytes per sector

3.1.3.1.9.5. Have 4KB random read / write speeds up to 180,000 / 30,000 IOPS or better

3.1.3.1.9.6. Have sequential read /write speeds up to 1100 / 8500 MB/sec or better

REQUEST FOR QUOTATION
EBA704 Network Attached Storage

- 3.1.3.1.9.7. Maintain high read and write speeds even when the disk is 90% full
- 3.1.3.1.9.8. Have an Annualized Failure Rate (AFR) of 0.35% or less
- 3.1.3.1.9.9. Have a 5 year or longer warranty
- 3.1.3.1.10. NAS Storage Drives: 10 TB Seagate Enterprise Class 12 Gbps drives, Part# ST10000NM0096 or better, quantity 6. These drives must:**
 - 3.1.3.1.10.1. Be hot-swappable
 - 3.1.3.1.10.2. Be 3.5 inch form factor 8 TB Enterprise Class drives or better
 - 3.1.3.1.10.3. Meet SAS 12 Gb/sec specifications or better
 - 3.1.3.1.10.4. Have 256 MB data buffer or better
 - 3.1.3.1.10.5. Run at 7200 RPM (Revolutions per Minute) or better
 - 3.1.3.1.10.6. Have 4096 bytes per sector
 - 3.1.3.1.10.7. Have a data transfer rate of 1.2 GB/sec. or better
 - 3.1.3.1.10.8. Have a max sustained transfer rate of 254 MB/sec or better
 - 3.1.3.1.10.9. Have an error rate (non-recoverable, bits read) of 1 in 10¹⁵ or better
 - 3.1.3.1.10.10. Have a mean time between failure (MTBF) of 2.5 million hours or better
 - 3.1.3.1.10.11. Have an annual failure rate (AFR) of 0.35% or better
 - 3.1.3.1.10.12. Support RAID rebuild
 - 3.1.3.1.10.13. Have a 5 year or longer warranty
- 3.1.3.1.11. Ethernet Connectivity must include but not be limited to:**
 - 3.1.3.1.11.1. Two Gigabit RJ-45 Ethernet ports
 - 3.1.3.1.11.2. Four 10 Gbase-T Ethernet ports using Proline AR-SFP-10G-T-Pro transceivers or better via onboard SFP+ ports using 10 Gbase-T SFP+ transceivers. These SFP+ transceivers must have the following specifications or better:
 - 3.1.3.1.11.2.1. Provide 10 Gb Ethernet connectivity over copper cabling for a minimum distance of 30 meters
 - 3.1.3.1.11.2.2. Provide connectivity to network cables via RJ-45 ports
- 3.1.3.1.12. Must have a minimum of the following PCIe expansion slots:**
 - 3.1.3.1.12.1. Three PCIe Gen3 x8 slots each of which can be populated with but not limited to:
 - 3.1.3.1.12.1.1. Dual port 10 Gbase-T NICs
 - 3.1.3.1.12.1.2. Dual port 40 GB NICs
 - 3.1.3.1.12.1.3. Dual port mini-SAS controllers for expansion units
 - 3.1.3.1.12.2. One PCIe Gen3 x16 slot
- 3.1.3.1.13. Rack mountable in standard 19 inch racks (rack mount kits included)**
- 3.1.3.1.14. Alarm buzzer for audible systems warnings**
- 3.1.3.1.15. Cooling fan(s)**

REQUEST FOR QUOTATION
EBA704 Network Attached Storage

3.1.3.1.16. Minimum of 4 USB 3.0/2.0 ports – two per controller

3.1.3.2. Other Features

3.1.3.2.1. This item must have the same features as described in section 3.1.1.2, “Required NAS Software / Operating System Features” or better.

3.1.3.2.2. In addition, this item must provide multiple server capability allowing a minimum of storage functionality and application server functionality.

3.1.3.2.2.1. Storage server provides a minimum of all the functionality of a standard NAS

3.1.3.2.2.2. Application server provides a minimum of:

3.1.3.2.2.2.1. Ability to run multiple guest operating systems using supplied software

3.1.3.2.2.2.2. Ability to store all the data for guest operating systems directly to the unit

4. CONTRACT AWARD:

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

4.2. Pricing Page: Vendor should complete the Pricing Page (Addendum A) by filling the table with the appropriate information. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified. Vendor should complete the Pricing Page as follows:

4.2.1. Shipping costs shall be included in the price of equipment.

4.2.2. Vendor must complete the pricing page (Exhibit A).

4.2.3. Vendor should type or electronically enter the information into the Pricing Page (Exhibit A) to prevent errors in the evaluation

4.2.4. The total cost of the bid shall be the total of Items 1, 2, and 3

4.2.5. The winning Vendor shall be the vendor submitting the bid with the lowest total cost

4.2.6. If no vendor submits a bid within the budget limitations of the EBA, the EBA may, at its own discretion, cancel RFQ EBA704 and purchase nothing.

REQUEST FOR QUOTATION
EBA704 Network Attached Storage

4.3. Invoice Deadline: Invoice Deadline: the items on this RFQ will be purchased with funds from a grant. In order to meet grant deadlines, the winning Vendor must supply the WVEBA all invoices for the purchase of items on this RFQ no later than 5 business days after bid award. The invoice for items will be paid per item within 30 days of delivery. Failure to submit invoices on time could result in the cancellation of this RFQ.

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 working days after receiving a purchase order or notice to proceed. The EBA is ordering quantity two of each item. One of each contract item with associated cables and accessories must be delivered to the EBA at the following locations:

6.1.1 600 Capitol Street, Charleston, WV 25301, and

6.1.2 191 Scott Avenue, Morgantown, WV, 26508

6.2 Late Delivery: The EBA 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 the EBA will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

If the EBA wishes to obtain the Contract Items from a third party under this provision it 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 EBA's locations.

6.4 Return of Unacceptable Items: If the EBA 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 EBA to arrange for the return and reimburse the EBA for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the EBA with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the EBA's locations. The returned product shall either be replaced, or the EBA shall receive a full credit or refund for the purchase price, at the EBA's discretion.

**REQUEST FOR QUOTATION
EBA704 Network Attached Storage**

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

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to The EBA upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
EBA704 Network Attached Storage

Exhibit A, Pricing Page

Item#	Description	Part#	Quan	Cost	Total
Item 1	Network Attached Storage		2	\$42,722.00	\$42,722.00
Item 2	Storage Expansion Unit		4	\$37,440.00	\$37,440.00
Item 3	Network Attached Storage / Application Server		2	\$29,254.00	\$29,254.00
Total					\$109,416.00

Authorized Signature: Michael Gray

Date: 08/23/2018

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: _____ Address: _____

Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 481423

Doc Description: NETWORK ATTACHED STORAGE

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-08-14	2018-08-28 13:30:00	CRFQ 0439 EBA1900000002	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

SimplyGroup II LLC dba SimplyNAS
 4366 North Ronald Reagan, Blvd. - Sanford, Florida, 32773
 Telephone: 407-960-4690

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X

Michael Gray

FEIN # 273174504

DATE 8/23/2018

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (EBA) to establish a contract for the one time purchase of Network Attached Storage

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		SITE MANAGER EDUCATIONAL BROADCASTING WNPB-TV 191 SCOTT AVE	
BEAVER	WV25813	MORGANTOWN	WV 26505
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK ATTACHED STORAGE	1.00000	EA	\$109,416.00	\$109,416.00

Comm Code	Manufacturer	Specification	Model #
43201835			

Extended Description :
NETWORK ATTACHED STORAGE

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2018-08-20

EBA190000002	Document Phase Final	Document Description NETWORK ATTACHED STORAGE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Simply Group II LLC dba SimplyNAS
 4366 N Ronald Reagan Blvd
 Sanford, FL 32773
 (407) 960-4690
 sales@simplynas.com
 www.simplynas.com



ADDRESS

Dale Malcomb
 West Virginia Public
 Broadcasting
 600 Capitol Street
 Charleston, WV 25301
 United States

SHIP TO

Dale Malcomb
 West Virginia Public
 Broadcasting
 600 Capitol Street
 Charleston, WV 25301
 United States

ESTIMATE 2018-4113

DATE 08/24/2018

SO #

CRFQ 0439 EBA1900000002

ACTIVITY	QTY	RATE	AMOUNT
Solicitation Number: CRFQ 0439 EBA1900000002			
Proc Folder:481423 Doc Description: NETWORK ATTACHED STORAGE Proc Type: Central Purchase Order			
NETWORK ATTACHED STORAGE			
ES1640dc-E5-v2-96G-1410ES-SAS QNAP ES1640DC-E5-V2-96G 140TB (14 X 10TB) 16-BAY RACKMOUNT NAS INTEGRATED WITH SEAGATE EXOS (ENTERPRISE SAS)	2	15,465.00	30,930.00
RAM-32GDR3ECT0-RD-1600 32GB DDR3 ECC RAM, 1600 MHz, long-DIMM	4	599.00	2,396.00
ST1920FM03 1.9TB - Seagate 1200.2 Series ST1920FM0003 1920GB 2.5 inch SAS 12Gb/s Solid State Drive (eMLC)	4	1,489.00	5,956.00
SFP-10G-T 10GBASE-T SFP+ Copper RJ-45 30m Transceiver Module	16	215.00	3,440.00
STORAGE EXPANSION UNIT			
EJ1600-v2-1610ES QNAP EJ1600-V2 160TB (16 X 10TB) 16-BAY RACKMOUNT NAS INTEGRATED WITH SEAGATE EXOS (ENTERPRISE SAS)	4	9,360.00	37,440.00
NETWORK ATTACHED STORAGE/APPLICATION SERVER			

PAYMENT IS DUE WITHIN THE TERMS OF THE INVOICE.

A FINANCE CHARGE OF 1.5% PER MONTH OR 18% ANNUALLY WILL BE ADDED TO ALL INVOICED AMOUNTS
 OUTSTANDING AFTER THIS PERIOD.

ALL GOODS REMAIN THE PROPERTY OF SIMPLYNAS UNTIL ALL OUTSTANDING INVOICES ARE PAID IN FULL.

ACTIVITY	QTY	RATE	AMOUNT
TDS-16489U-SB2-610ES-SAS QNAP TDS-16489U-SB2-1610ES-SAS – 60TB (6 X 10TB) 16-BAY RACKMOUNT NAS INTEGRATED WITH SEAGATE EXOS (ENTERPRISE SAS)	2	11,458.00	22,916.00
ST400FM0303 Seagate 1200.2 400 GB Internal SSD - 2.5" - ST400FM0303 - SAS 12Gb/s	8	535.00	4,280.00
SFP-10G-T 10GBASE-T SFP+ Copper RJ-45 30m Transceiver Module	8	215.00	1,720.00
RAIL-A03-57 Rail-Kit for TVS-EC1580MU-SAS-RP	2	169.00	338.00
All Hard disk Drives are Seagate 10TB 512E SAS 3.5"Hard Disk Drive (Helium) ST10000NM0096 with a five year limited warranty from Seagate			

TOTAL	\$109,416.00
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Accepted By

Accepted Date

PAYMENT IS DUE WITHIN THE TERMS OF THE INVOICE.
A FINANCE CHARGE OF 1.5% PER MONTH OR 18% ANNUALLY WILL BE ADDED TO ALL INVOICED AMOUNTS
OUTSTANDING AFTER THIS PERIOD.

ALL GOODS REMAIN THE PROPERTY OF SIMPLYNAS UNTIL ALL OUTSTANDING INVOICES ARE PAID IN FULL.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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 §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: SIMPLY GROUP II LLC DBA SIMPLYNAS

Authorized Signature: [Signature] J. F. MAWATI Date: 08/24/2018

State of FLORIDA

County of SEMINOLE, to-wit:

Taken, subscribed, and sworn to before me this 24 day of August, 2018.

My Commission expires OCTOBER 18, 2019.

AFFIX SEAL HERE



Jorel Claiborne
State of Florida
My Commission Expires 10/18/2019
Commission No. FF 928456

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)