



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 6



General Information

Contact

Default Values


Discount

Document Information

Clarification Request

Procurement Folder: 762295

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000018125 

Legal Name: AHEAD LLC

Alias/DBA:

Total Bid: \$132,495.34

Response Date: 10/02/2020 

Response Time: 18:36

Responded By User ID: ahead 

First Name: Benjamin

Last Name: Donaldson

Email: Benjamin.Donaldson@TI

Phone: 513-334-9153

SO Doc Code: CRFQ

SO Dept: 1600


SO Doc ID: SOS2100000001

Published Date: 9/18/20

Close Date: 10/5/20

Close Time: 13:30

Status: Closed

Solicitation Description: Integrated Data Protection Appliance (IDPA) WVSOS 

Total of Header Attachments: 6

Total of All Attachments: 6



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 762295
Solicitation Description: Integrated Data Protection Appliance (IDPA) WVSOS
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2020-10-05 13:30	SR 1600 ESR10022000000002767	1

VENDOR
 VS0000018125
 AHEAD LLC

Solicitation Number: CRFQ 1600 SOS2100000001
Total Bid: 132495.3399999999965075403451 **Response Date:** 2020-10-02 **Response Time:** 18:36:31
Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	(IDPA) backup solution License/Software	1.00000	LS	28088.870000	28088.87

Comm Code	Manufacturer	Specification	Model #
81112300			

Commodity Line Comments: Please see attached Exhibit A pricing sheet.

Extended Description:

EXHIBIT A- Pricing Page; Failure to fully-complete accordingly could result in disqualification of Bid.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Setup-Configuration-Installation	1.00000	LS	10108.240000	10108.24

Comm Code	Manufacturer	Specification	Model #
81112300			

Commodity Line Comments: Please see attached Exhibit A pricing sheet.

Extended Description:

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Historical Data Migration	1.00000	LS	68370.000000	68370.00

Comm Code	Manufacturer	Specification	Model #
81112300			

Commodity Line Comments: Please see attached Exhibit A pricing sheet.

Extended Description:

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Customization	1.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112300			

Commodity Line Comments: Please see attached Exhibit A pricing sheet.

Extended Description:

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	System Training	1.00000	LS	8800.000000	8800.00

Comm Code	Manufacturer	Specification	Model #
81112300			

Commodity Line Comments: Please see attached Exhibit A pricing sheet.

Extended Description:

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	First Year Maintenance and Support/ Warranty/Hosting	1.00000	LS	17128.230000	17128.23

Comm Code	Manufacturer	Specification	Model #
81112300			

Commodity Line Comments: Please see attached Exhibit A pricing sheet.

Extended Description:

First Year Maintenance and Support/Warranty/Hosting

EXHIBIT A- Integrated Data Protection Appliance (IDPA)

CONTRACT ITEMS & FIRST YEAR MAINTENANCE/SUPPORT/WARRANTY/HOSTING

Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
1	Primary Hardwre 3.2; Primary Software 3.3	IDPA Hardware and Software	Each	1	\$28,088.87	\$28,088.87
2	Cyber Hardware 3.7; Cyber Software 3.8	Cyber Hardware and Software	Each	1	\$10,108.24	\$10,108.24
3	Setup/Configuration/Installation	Professional Services	Each	1	\$68,370.00	\$68,370.00
4	Customization 3.9 - 3.10	Included in Line 3	Each	1	\$0.00	\$0.00
5	System Training 3.11	Training	Each	1	\$8,800.00	\$8,800.00
6	First Year Maintenance and Support/Warranty/Hosting	Solution comes with 36 months upfront	Each	1	\$17,128.23	\$17,128.23
Total Bid Amount for Award of First Year =						\$132,495.34
Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
7	Second Year Maintenance and Support/Warranty/Hosting	Included in Line 6	Each	1	\$0.00	\$0.00
8	Third Year Maintenance and Support/Warranty/Hosting	Included in Line 6	Each	1	\$0.00	\$0.00
9	Fourth Year Maintenance and Support/Warranty/Hosting	Guaranteed renewal cost for 12 months after initial 36 months	Each	1	\$5,709.41	\$5,709.41
Total Bid Amount of Contract =						\$138,204.75

Contract will be evaluated on all lines but **only awarded on first year. Total Bid Amount (1+2+3+4+5+6+7+8+9=)** Renewal options for years 2, 3, and 4 will be initiated by the Agency agreed to by the Vendor and Processed by the West Virginia Secretary of State's Office approved by the Purchasing Division as Change Orders for subsequent years.

Vendor should not alter pricing page and should fill out pricing page as is. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 762295			Reason for Modification:
Doc Description: Integrated Data Protection Appliance (IDPA) WVSOS			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-18	2020-10-05 13:30	CRFQ 1600 SOS2100000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000018125
Vendor Name : AHEAD
Address :
Street : 401 N Michigan Ave, 34th Floor
City : Chicago
State : IL **Country :** USA **Zip :** 60611
Principal Contact : Matt Athey, Client Director
Vendor Contact Phone: 614-354-5892 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor
 Signature X

FEIN# 20-8476250

DATE October 2, 2020

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Secretary of State (WVSOS) to establish a contract for the purchase of an Integrated Data Protection Appliance (IDPA) backup solution, per the Specifications, Bid requirements and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	(IDPA) backup solution License/Software	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

EXHIBIT A- Pricing Page; Failure to fully-complete accordingly could result in disqualification of Bid.

INVOICE TO		SHIP TO	
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Setup-Configuration-Installation	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

INVOICE TO	SHIP TO
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Historical Data Migration	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

INVOICE TO	SHIP TO
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Customization	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: **09/23/2020 @ 2:00 P.M.**

Submit Questions to: **Melissa Pettrey, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@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: Integrated Data Protection Appliance (IDPA) WWSOS
BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ SOS210000001
BID OPENING DATE: 10/05/2020
BID OPENING TIME: 1:30 P.M.
FAX NUMBER: 304-558-3970

Revised 01/09/2020

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 or 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 N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: 10/05/2020 @ 1:30 P.M.

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 must 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. 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 UPON AWARD and extends for a period of 1 (ONE) 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 3 (THREE) 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$5,000,000.00 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.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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 01/09/2020

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.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.



(Name, Title)
Matt Athey, Client Director

(Printed Name and Title)
5181 Natorp Blvd, Suite 110 Mason, OH, 45040

(Address)
614-354-5892


(Phone Number) / (Fax Number)
Matt.Athey@ThinkAHEAD.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.

AHEAD

(Company)



(Authorized Signature) (Representative Name, Title)

Mike Armbrust, Managing Director

(Printed Name and Title of Authorized Representative)

October 2, 2020

(Date)

330-338-5216

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Secretary of State (WVSOS) is seeking bids to establish a contract for the purchase of an Integrated Data Protection Appliance (IDPA) backup solution. This solution shall be a factory integrated, 2U form factor, rack mountable, scalable solution. This solution shall provide capacity expansion options, from 8TB to 24TB without the need to purchase additional hardware. Solution shall be standard nineteen (19) inch sizing so they may be installed in existing WVSOS cabinets or racks.

This is a turnkey solicitation, where the vendor will include and provide all the hardware components, software licensing, installation, configuration, implementation, assistance with data migration, support and training required to fully install and implement the IDPA solution.

The proposed solution will encompass any services and support required for the migration of current WVSOS data and backups present on Backup arrays to the new IDPA solution. Hardware, software maintenance, and service level offerings shall be included to supplement and or replace support during and at expiration of warranty periods. Hourly rates are to be identified for any services, training or support provided that is not within contracted support. Initial services and support shall be included for a period of (12) twelve months, or (1) year. Pricing is to include (3) three optional (1) one- year renewals, beginning with year (2) two.

The requested IDPA system(s) will be in one (1) WVSOS location. The primary system installed in the WVSOS Data Center located in room MB-44 of Building 1 (Main Capitol) at the Capitol Complex, 1900 Kanawha Blvd. E., Charleston, WV 25305. The Cyber Protection System installed in WVSOS Data Center located in room MB-44 of Building 1 (Main Capitol) at the Capitol Complex, 1900 Kanawha Blvd. E., Charleston, WV 25305. The WVSOS Data replication and failover capabilities shall be included within this solution. The vendor solution will utilize existing WVSOS IP networks to establish communication links within the data center.

See Section 3, General Requirements, for specific details and specifications of mandatory requirements for this solution.

- 2. DEFINITIONS:** The terms listed in Section 2 shall have the meanings assigned to them as below.

- 2.1 Contract Item** - components provided by a qualified manufacturer, authorized to Sell the equipment as more fully described by these specifications

- 2.2 Pricing Page** - means the pages, contained in wvOASIS which Vendor should list its Proposed price for the Contract Items

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

- 2.3 Solicitation** - official notice of an opportunity to supply the State with goods or Services published by the WV Secretary of State Office
- 2.4 AF** - all flash, which is an improved method of high-speed nonvolatile data storage
- 2.5 BOOSTFS** - a file system plug in which resides on the application system, presenting a standard file system mount point to the application
- 2.6 BU** - back up
- 2.7 CIFS** Common Internet File System
- 2.8 CLOUD** - Computer system resources, especially storage and computing power, Available off site and on demand without direct active management by the user
- 2.9 CPU** - central processing unit
- 2.10 D BOOST** - a product specifically designed for database backup integration
- 2.11 DDOS** - Data Domain Operating System
- 2.12 DR** - Disaster Recovery
- 2.13 ESRS** - EMC Secure Remote Services
- 2.14 FEDERATED** - interoperability and information sharing between semiautonomous, de-Centrally organized information technology systems and applications
- 2.15 FORM FACTOR** - the size, configuration, or physical arrangement of a computing Device
- 2.16 GB** - Giga Bit
- 2.17 GbE** - Giga Bit Ethernet
- 2.18 GHZ** - Giga Hertz
- 2.19 URA** - Integrated Data Protection Appliance
- 2.20 IP Networks** - a set of rules for sending data across a network
- 2.21 IPv4** - fourth version of the Internet Protocol
- 2.22 IPv6** - Internet Protocol version 6 (IPv6), and is the most recent version of the Internet Protocol (IP)
- 2.23 IT** - information technology

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

- 2.24 IWPD** - one writes per day, which is an endurance specification for SSD Drives
- 2.25 KMIP** - Key Management Interoperability Protocol
- 2.26 MISSION CRITICAL** - 24x7 service coverage including weekends and Holidays
- 2.27 MULTIPROTOCOL** - involving or supporting more than one protocol
- 2.28 NAS** - network attached storage
- 2.29 NFS** - network file system
- 2.30 PRODEPLOYMENT** - comprehensive services, which provide a single point of Contact for all hardware, software, and services related to a technology project
- 2.31 RAID** - redundant array of independent disks
- 23.2 RDIMM** - registered inline memory module
- 23.3 RECOVERPOINT** - a continuous data protection product. Which supports Synchronous and synchronous data replication of block-based storage
- 23.4 RETENSION LOCK**- software that provides immutable file locking and secure Data retention capabilities, which meet both corporate governance and regulatory Compliance standards
- 2.35 DDS** – Data Domain Storage
- 2.36 RSA** - an American computer and network security company
- 2.37 SAS** - serial attached SCSI
- 2.38 SATA** - serial advanced technology attachment
- 2.39 SCSI** - small computer system interface
- 2.40 SDS** - software-defined storage
- 2.41 SSD** - solid-state hard drive
- 2.42 SFP + SR** - small form factor footprint and connector
- 2.43 SQL** - Structured Query Language
- 2.44 TB** – terabyte

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

- 2.45 U - a rack unit of measure defined as 1-3/4 inches (44.45 mm)
- 2.46 VM - virtual machine, which is an emulation of a computer system
- 2.47 Hyper-V - desktop software that provides cloud computing and platform virtualization software and services
- 2.48 7x24x365- stands for 7 days by 24 hours by 365 days per year

3. GENERAL REQUIREMENTS:

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

3.1.1 Solution must be a factory integrated 2U form factor appliance, including Backup application, protection storage, and reporting and search capabilities, Managed by a single interface.

3.1.2 Solution must be able to write backups directly to the appliance from enterprise Applications including, but not limited to, Microsoft SQL, Studio and Windows Fileserver, Hyper-V.

3.1.3 Solution must be able to add capacity up to a minimum of 96 TB of usable pre-Duplicated storage, by only adding a license, i.e. no additional hardware required.

3.1.4 Solution must deliver high throughput, with inline data de-duplication prior to data Written to disk.

3.1.5 Solution must have built in fault avoidance, detection, healing, and containment.

3.1.6 Solution must provide multiprotocol connectivity.

3.1.7 Solution must provide advanced integration with Microsoft Hyper-V solution.

3.1.8 Must support backups and restores directly from Microsoft SQL, Fileserver.

3.1.9 Solution must support multiple Ethernet links being aggregated together for increased Bandwidth, performance, and failover.

3.1.10 Solution must de-duplicate globally across the entire system and backup application Type.

3.1.11 Solution must provide NFS, CIFS and DD Boost interfaces at the same time in the Same system.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

- 3.1.12 Solution** must have capability to act as a destination for archive storage with the Ability to lock and prevent files from editing after archival.
- 3.1.13 Solution** must replicate concurrently as backups with no requirement for a designated Replication window
- 3.1.14 Solution** must include functionality for continuous verification that stored data may Be accessed and restored to its original form
- 3.1.15 Solution** must be capable of managing encryption keys using RSA Data Protection Management
- 3.1.16 Solution** must support replication bandwidth throttling
- 3.1.17 Solution** must be capable of data-in-flight encryption for replication.
- 3.1.18 Solution** must be capable of data at rest encryption.
- 3.1.19 Solution** must support IPv4 and IPv6 for replication.
- 3.1.20 Solution** must provide role-based access to control security.
- 3.1.21 Solution** must rely on CPU and memory for performance. Not disk drives.
- 3.1.22 Solution** must perform recoveries from data at rest in a de-duplicated and compressed state.
- 3.1.23 Solution** must provide instant access capabilities for virtual machines.
- 3.1.24 Solution** must provide Physical capacity Reporting capabilities for chargeback and capacity planning.
- 3.1.25 Solution** must support KMIP for data at rest encryption.

3.2 (IDPA-Primary) — 'Hardware', to be located at WVSOS Primary Data Center — Room MB-44 of Main Basement of Building 1 on the Main Capitol Complex. The Primary Integrated Data Protection Appliance (IDPA-Primary), must include the following components or Equivalent for Section 3.2:

- 3.2.1 IDPA Primary Server** must include (1) one each IDPA solution DP Appliance 4400, Licensed for 12TB capacity.
- 3.2.2 IDPA Primary Server** must include (1) one each Anchor Data Protection Appliance 4400.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

3.2.3 IDPA Primary Server must include (1) one each IDPA DP4400 12 TB (8) eight x 10G SFP.

3.2.4 IDPA Primary Server must include (4) four each Transceiver 10 GB Ethernet SFP + DP4400 300 Meter.

3.2.5 IDPA Primary Server must include (4) four each 10 Meter LC to LC Cable kit. (Compatible with above components)

3.2.6 IDPA Primary Server must include (1) one each Pro-Support w/Mission Critical Hardware, including (36) thirty-six months of (7x24x365) support.

3.3 (IDPA-Primary) — 'Software', to be located in WVSOS Primary Data Center —Room MB-44 of Main Basement of Building 1 on the Main Capitol Complex. The Primary Integrated Data Protection Appliance (IDPA-Primary) must include the following manufacturer authorized software components, licenses or Equivalent for Section 3.3:

3.3.1 IDPA Primary Server Software must include (1) one each IDPA DDOS 6.2 Virtual Edition=IA.

3.3.2 IDPA Primary Server Software must include (1) one each DP4400 Cloud DR Essentials 5TB—C.

3.3.2.1 IDPA Primary Server Software must include (1) one each Pro-Support w/Mission Critical-Software, including (12) twelve months of (7x24x365) support.

3.3.3 IDPA Primary Server Software must include (1) one each IDPA DP4400 Environment Configuration.

3.3.4 IDPA Primary Server Software must include (1) one Analytics Enabler Entry—B.

3.3.5 IDPA Primary Server Software must include (1) one each Federated Reporting Server Entry=IA.

3.3.6 IDPA Primary Server Software must include (1) one each IDPA Target Protocol Enabler Entry.

3.3.7 IDPA Primary Server Software must include (1) one each IDPA BU Application Enabler Entry.

3.3.8 IDPA Primary Server Software must include (1) one each VRealize Enabler=IA.

3.3.9 IDPA Primary Server Software must include (12) Twelve each IDPA BOOSTFS 1TB Raw Enabler Entry=CB.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

3.3.10 IDPA Primary Server Software must include (1) one each IDPA BU Search Engine Enabler Entry=CA.

3.3.11 IDPA Primary Server Software must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

3.3.12 IDPA Primary Server Software must include (1) one each Data Protection Central Entry=CA.

3.3.12.1 IDPA Primary Server Software must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

3.3.13 IDPA Primary Server Software must include (1) one each DP4400 Cloud Tier License.

3.3.14 IDPA Primary Server Software must include (5) five each Cloud Tier DP4400 Base TBC.

3.3.14.1 IDPA Primary Server Software must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

3.4 (IDPA-Primary)-“Pro-Deploy Plus” (PDP) for Primary site Integrated Data Protection Appliance (IDPA) or Equivalent for Section 3.4:

3.4.1 IDPA Primary Server Pro-Deploy Plus must include (1) one each PDP for IDPA DP4X Series.

3.4.2 IDPA Primary Server Pro-Deploy Plus must include (900) nine hundred each Training Credit Valid for 1 Year (PDP DP).

3.4.3 IDPA Primary Server Pro-Deploy Plus must include (1) each 30 thirty-day Post Deployment Assistance for IDPA.

3.4.4 IDPA Primary Server Pro-Deploy Plus must include (1) one each Zero Dollar ESRS Install.

3.5 (IDPA-Primary) 'EMC Granular Recovery for Microsoft or Equivalent for Section 3.5:

3.5.1 IDPA Primary EMC Granular Recovery must include (12) Twelve each EMC Granular Recovery Microsoft.

3.5.1.1 IDPA Primary EMC Granular Recovery must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

3.6 (IDPA-Primary) — 'Recovery Point Virtual Machine' or Equivalent for Section 3.6:

3.6.1 IDPA Primary Recovery Point Virtual Machine must include (1) one Recover Point for VM Starter Pack.

3.6.2 IDPA Primary Recovery Point Virtual Machine must include (1) one RP4VM (5) five VM Starter Pack for DP4400=IB.

3.6.3 IDPA Primary Recovery Point Virtual Machine must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

3.7 (DDDS-Cyber) 'Hardware', to be located at WVSOS Data Center located in room MB-44 of Building 1 (Main Capitol) at the Capitol Complex, 1900 Kanawha Blvd. E., Charleston, WV 25305. The Data Domain Duplication Storage (DDDS-Cyber) must include the following manufacturer authorized hardware components or Equivalent for Section 3.7:

3.7.1 DDDS-Cyber Hardware Server must include (1) one each DDDS-Cyber solution DD Appliance 3300, licensed for 8TB capacity.

3.7.2 DDDS-Cyber Hardware Server must include (1) one each SYSTEM DD3300 NFS IFS.

3.7.3 DDDS-Cyber Hardware Server must include (1) one each DD3300 8TB 2PSU 10GBE.

3.7.4 DDDS-Cyber Hardware Server must include (1) one each Pro-Support w/Mission Critical-Hardware, including (12) twelve months of (7x24x365) support.

3.8 (DDDS-Cyber) — 'Software', to be located in WVSOS Data Center located in room MB-44 of Building 1 (Main Capitol) at the Capitol Complex, 1900 Kanawha Blvd. E., Charleston, WV 25305. The Data Domain Duplication Storage (DDDS-Cyber) must include the following manufacturer authorized software components, licenses or Equivalent for Section 3.8:

3.8.1 DDDS-Cyber Server Software must include (1) one each DD3300 Operating System=IA.

3.8.2 DDDS-Cyber Server Software must include (1) one each DD3300 Appliance SW License.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

3.8.2.1 DDDS-Cyber Server Software must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

3.8.3 DDDS-Cyber Server Software must include (8) eight each DD3300 SW License 1TB=CC.

3.8.4 DDDS-Cyber Server Software must include (1) one Cyber Recovery DD3300 Vault.

3.8.5 DDDS-Cyber Server Software must include (1) one each Cyber Recovery DD3300 Vault=IC.

3.8.5.1 DDDS-Cyber Server Software must include (1) one each Pro-Support w/Mission Critical-Software, including (12) twelve months of (7x24x365) support.

3.9 (DDDS-Cyber) 'Pro-Deploy Plus' (PDP) for Main site Data Domain Duplication Storage (DDDS) or Equivalent for Section 3.9:

3.9.1 DDDS-Cyber Pro Deploy Plus must include (1) one each Cyber Recovery Installation for 1 MTree.

3.9.2 DDDS-Cyber Pro Deploy Plus must include (1) one each Cyber Recovery Workshop

3.9.3 DDDS-Cyber Pro Deploy Plus must include (1) each (30) thirty-day Post Deployment Assistance for DDDS.

3.9.4 DDDS-Cyber Pro Deploy Plus must include (1) each PDP for Data Domain 0 Shelf System.

3.9.5 DDDS-Cyber Pro Deploy Plus must include (1) each PD ADDL DEPL Time: 8HR Onsite DPD Tech.

3.9.6 DDDS-Cyber Pro Deploy Plus must include (1) each DD Staging and Relocation QS.

3.10 (DPS-Main) — DATA PROTECTION SUITE or Equivalent for Section 3.10:

3.10.1 DPS Data Protection Suite must include (1) one each Data Protection Central Entry=CA.

3.10.1.1 DPS Data Protection Suite must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

3.10.2 DPS Data Protection Suite must include (1) one Commercial DPS DDVE Bundle.

3.10.3 DPS Data Protection Suite must include (1) one DPS DP Search Enabler Entry=CA.
3.10.4 DPS Data Protection Suite must include (1) one DPA Single Fed Reporting Server Entry=IA.

3.10.5 DPS Data Protection Suite must include (1) one EMC DPA Enabler-B entry=CB.

3.10.6 DPS Data Protection Suite must include (2) two each DPS 2TB AVE Enabler Entry=CA.

3.10.7 DPS Data Protection Suite must include (4) four each DD VE Perpetual CAP CHNL Entry 1TB=CA.

3.10.8 DPS Data Protection Suite must include (2) two each Commercial DPS DDVE Bundle Sockets=IA.

3.10.9 DPS Data Protection Suite must include (2) two each Commercial Bundle RP4VM Enabler Entry=IA.

3.10.9.1 DPS Data Protection Suite must include (1) one each Pro-Support w/Mission Critical-Software, including (36) thirty-six months of (7x24x365) support.

3.11 (DPS-DATA PROTECTION SUITE) 'Pro-Deploy Plus (PDP) for Main site DATA PROTECTION SUITE or Equivalent for Section 3.11:

3.11.1 DPS Data Protection Suite Pro Deploy Plus must include (900) nine hundred each Training Credit Valid for 1 Year (PDP DP).

3.11.2 DPS Data Protection Suite Pro Deploy Plus must include (1) one each 30 thirty-day Post Deployment Assistance for DPS.

3.11.3 DPS Data Protection Suite Pro Deploy Plus must include (1) one each PDP Addon Data Protection Suite SOLN PKG.

3.11.4 DPS Data Protection Suite Pro Deploy Plus must include (1) one each PDP Addon AVAMAR DD Boost INTEG.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

6. DELIVERY AND RETURN:

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 (20) twenty workdays after receiving a purchase order or notice to proceed. Final cost shall include shipping and delivery charges. Contract Items must be delivered to WV Secretary of State Office, 1900 Kanawha Blvd. E. Bldg. 1 MB-31 Charleston, WV 25305.

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

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

- 6.2 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.3 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.4 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**REQUEST FOR QUOTATION
INTEGRATED DATA PROTECTION APPLIANCE,
SYSTEM COMPONENTS & SERVICES**

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 Agency 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.

EXHIBIT A- Integrated Data Protection Appliance (IDPA)

CONTRACT ITEMS & FIRST YEAR MAINTENANCE/SUPPORT/WARRANTY/HOSTING

Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
1	Primary Hardwre 3.2; Primary Software 3.3		Each	1		
2	Cyber Hardware 3.7; Cyber Software 3.8		Each	1		
3	Setup/Configuration/Installation		Each	1		
4	Customization 3.9 - 3.10		Each	1		
5	System Training 3.11		Each	1		
6	First Year Maintenance and Support/Warranty/Hosting		Each	1		
Total Bid Amount for Award of First Year =						
Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
7	Second Year Maintenance and Support/Warranty/Hosting		Each	1		
8	Third Year Maintenance and Support/Warranty/Hosting		Each	1		
9	Fourth Year Maintenance and Support/Warranty/Hosting		Each	1		
Total Bid Amount of Contract =						

Contract will be evaluated on all lines but only awarded on first year. Total Bid Amount (1+2+3+4+5+6+7+8+9=) Renewal options for years 2, 3, and 4 will be initiated by the Agency agreed to by the Vendor and Processed by the West Virginia Secretary of State's Office approved by the Purchasing Division as Change Orders for subsequent years.

Vendor should not alter pricing page and should fill out pricing page as is. The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SOS2100000001

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 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.

AHEAD

Company _____



Authorized Signature _____

October 2, 2020 _____

Date

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

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 _____



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 762295			Reason for Modification:
Doc Description: Integrated Data Protection Appliance (IDPA) WVSOS			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-18	2020-10-05 13:30	CRFQ 1600 SOS2100000001	1

BID RECEIVING LOCATION


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

VENDOR

Vendor Customer Code: VS0000018125
Vendor Name : AHEAD
Address :
Street : 401 N Michigan Ave, 34th Floor
City : Chicago
State : IL **Country :** USA **Zip :** 60611
Principal Contact : Matt Athey
Vendor Contact Phone: 614-354-5892 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  **FEIN#** 20-8476250 **DATE** October 2, 2020

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Secretary of State (WVSOS) to establish a contract for the purchase of an Integrated Data Protection Appliance (IDPA) backup solution, per the Specifications, Bid requirements and Terms and Conditions as attached hereto.

INVOICE TO	SHIP TO
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	(IDPA) backup solution License/Software	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

EXHIBIT A- Pricing Page; Failure to fully-complete accordingly could result in disqualification of Bid.

INVOICE TO	SHIP TO
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Setup-Configuration-Installation	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

INVOICE TO		SHIP TO	
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Historical Data Migration	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

INVOICE TO		SHIP TO	
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Customization	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

INVOICE TO		SHIP TO	
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	System Training	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

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INVOICE TO		SHIP TO	
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770	SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON US	WV 25305-0770

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	First Year Maintenance and Support/Warranty/ Hosting	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81112300			

Extended Description:

First Year Maintenance and Support/Warranty/Hosting

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

	Document Phase	Document Description	Page
SOS210000001	Final	Integrated Data Protection Appliance (IDPA) WVSOS	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: AHEAD, LLC

Authorized Signature: _____

Date: 15 Jul 2019

State of Illinois

County of Cook, to-wit:

Taken, subscribed, and sworn to before me this 15 day of July, 2019.

My Commission expires November 1, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Allison Marie Kibbat

Purchasing Affidavit (Revised 01/19/2018)



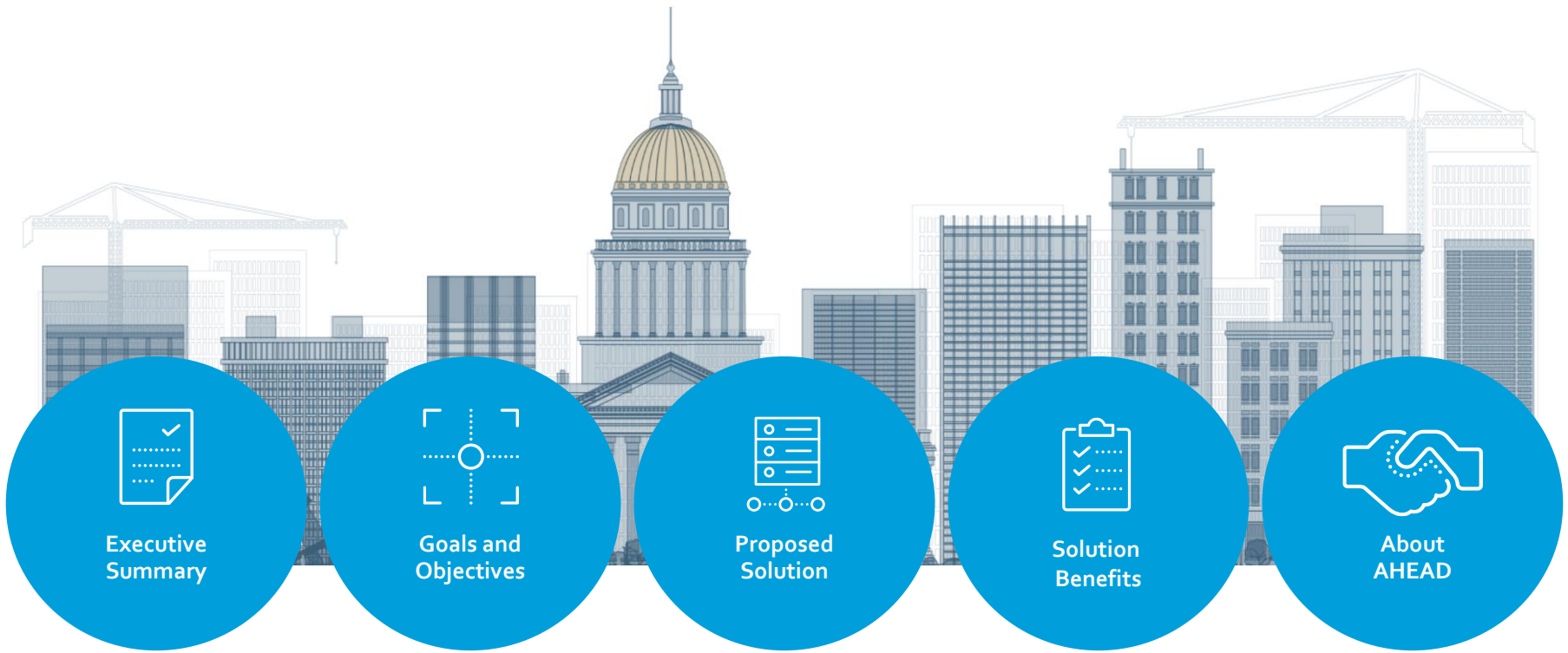
West Virginia SECRETARY OF STATE

AHEAD

Integrated Data Protection Appliance
SOS2100000001

DELLTechnologies
TITANIUM PARTNER

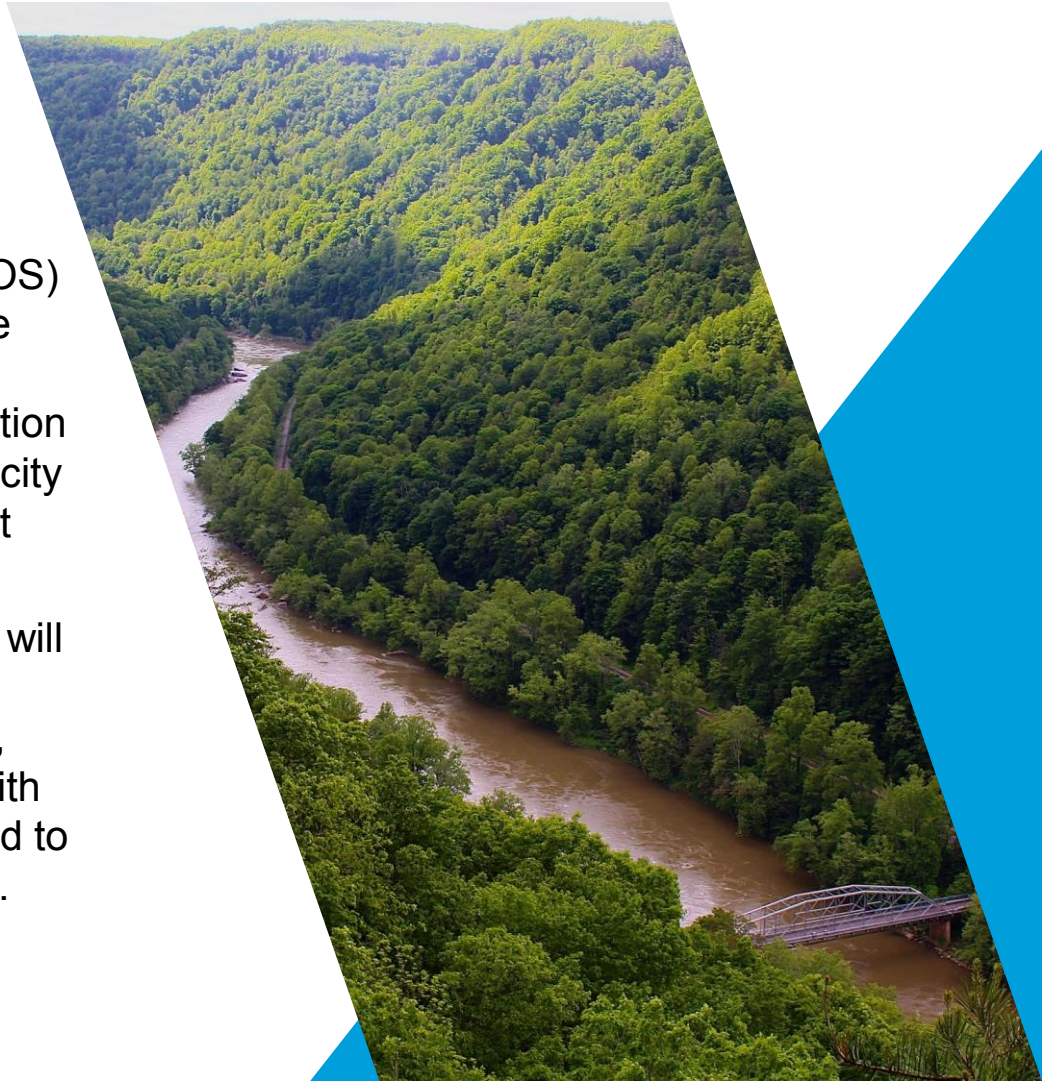
Agenda



Executive Summary

The West Virginia Secretary of State (WVSOS) is seeking bids to establish a contract for the purchase of an Integrated Data Protection Appliance (IDPA) backup solution. This solution shall be factory integrated and provide capacity expansion options from 8TB to 24TB without the need to purchase additional hardware.

This is a turnkey solution, where the vendor will include and provide all the hardware components, software licensing, installation, configuration, implementation, assistance with data migration, support, and training required to fully install and implement the IDPA solution.



Goals and Objectives



Turnkey Solution

Solution must include hardware and software packaged as a turnkey solution



Professional Services

Solution must include all necessary services for installation, configuration, implementation, assistance with migration, etc.



Education and Training

Solution must include training for the new integrated data protection appliance

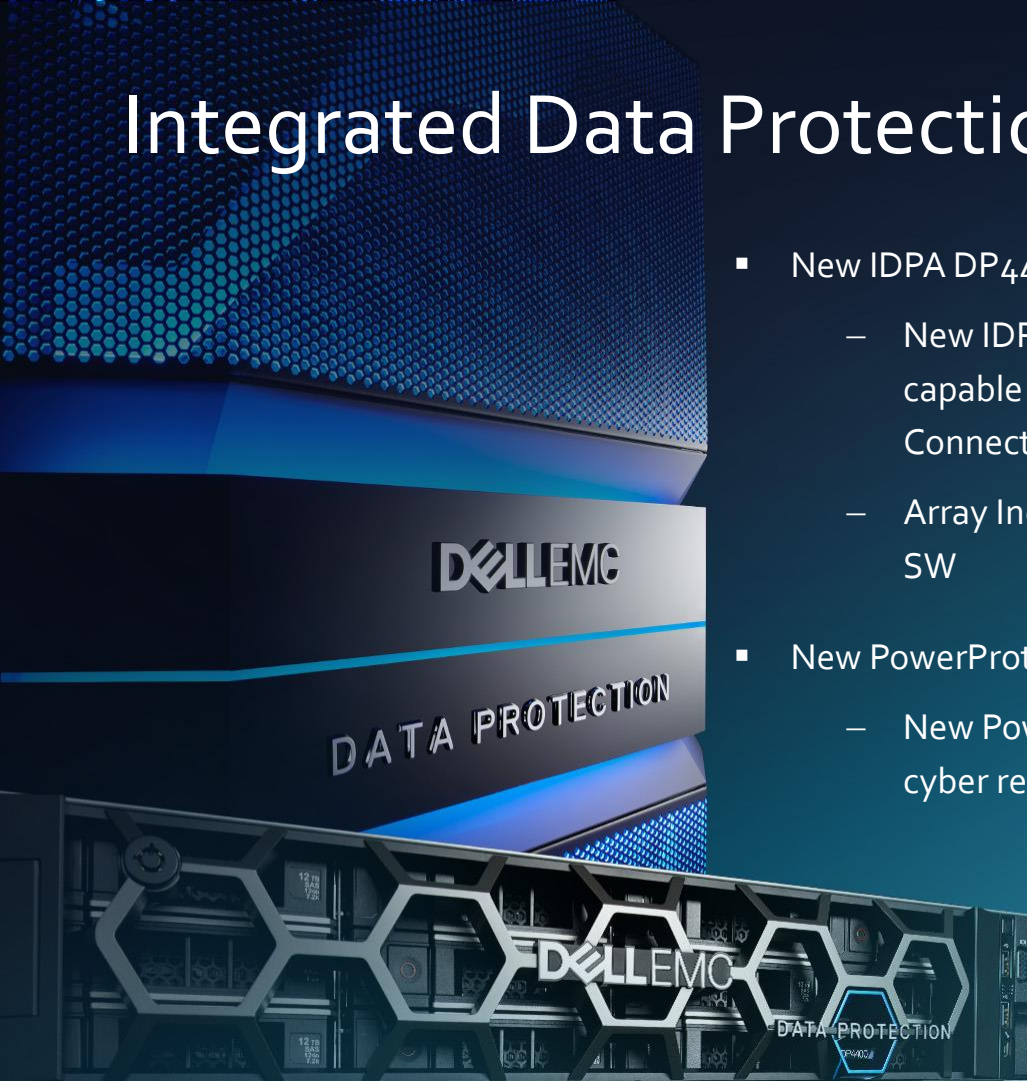


Maintenance and Support

Solution must include maintenance and support with options for renewal post initial purchase

Integrated Data Protection Appliance Solution

- New IDPA DP4400
 - New IDPA DP4400. 9TB/hr. performance capability. Fastest, most capable Data Domain Array technology ever produced. 10GbE Connectivity
 - Array Includes All SW: Avamar, Data Domain, DPA, & DP Search SW
- New PowerProtect DD3300
 - New PowerProtect DD3300 provides the foundation for your cyber recovery vault as your storage of last resort .



AHEAD

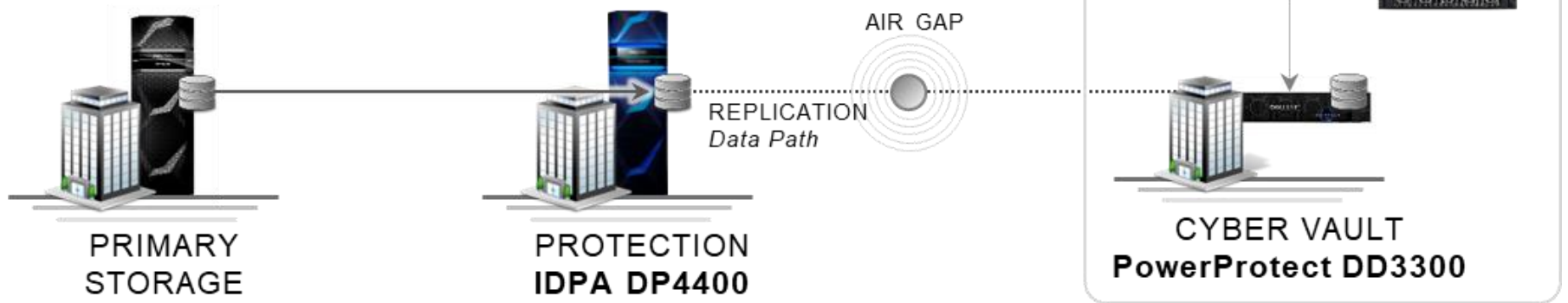


West Virginia
SECRETARY
OF STATE

Proposed Solution

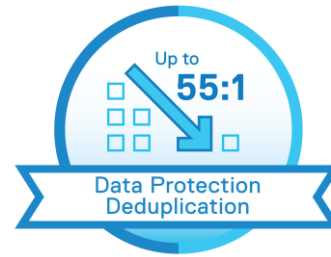
CYBER RECOVERY ARCHITECTURE & WORKFLOW

- Protection storage and cyber vault are mutually authenticated
- Fully air gapped except during replication cycle
- Data Path & data-at-rest are fully encrypted





FUTURE-PROOF PROGRAM



Benefits



No Air Gap Today

PowerProtect Cyber Recover provides your last line of defense against cyber attacks

Professional Services

All necessary PS has been included in our solution

Education and Training

Education has been included in our solution

Maintenance and Support

Upfront maintenance as well as renewal options have been included in our solution



Thank You

AHEAD

Learn. Grow. Achieve.

thinkahead.com

AHEAD

About Us



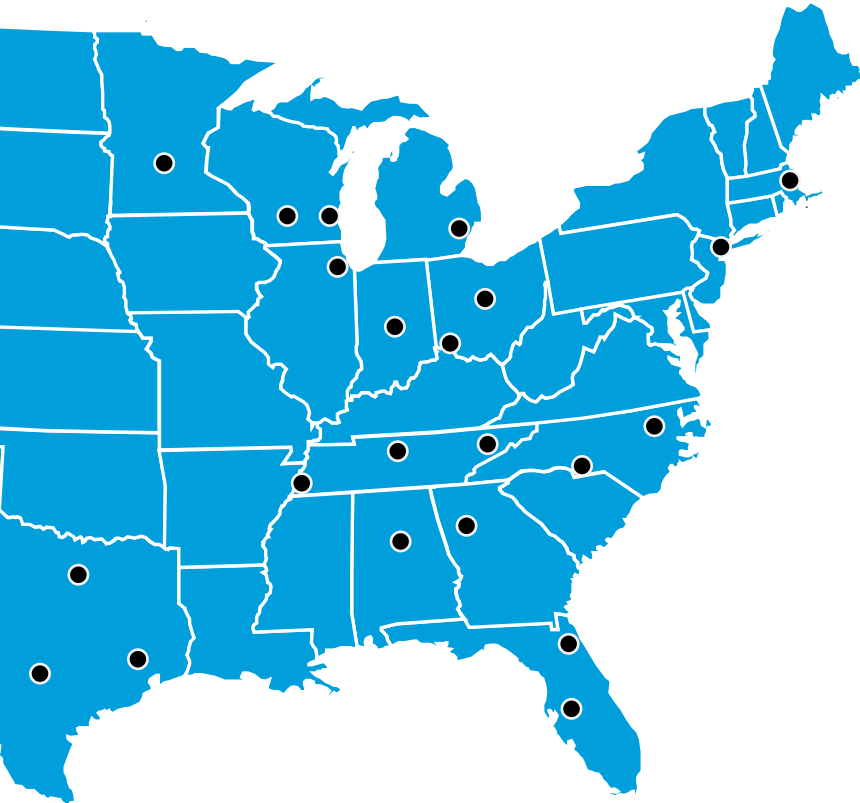
A Great Combination

platform
CONSULTING GROUP

AHEAD®

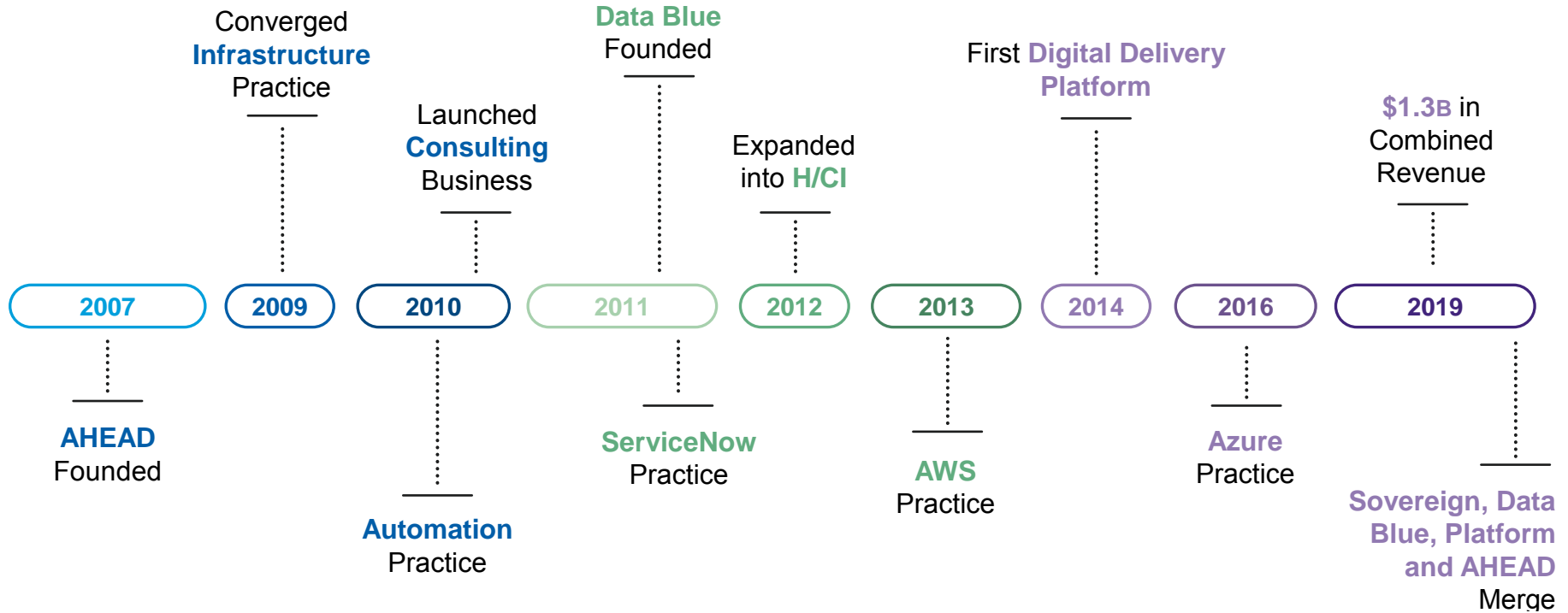
datablue

SOVEREIGN
SYSTEMS

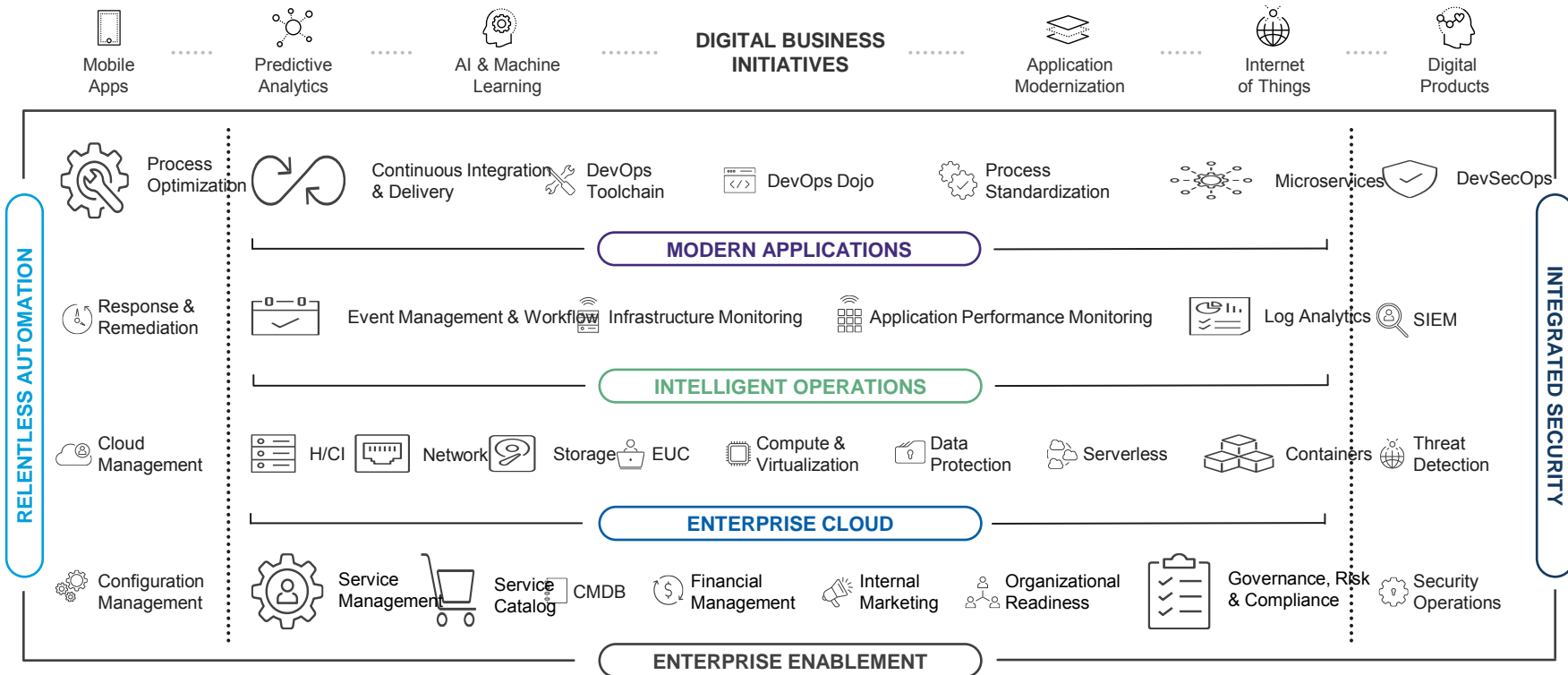


- \$1.3B in annual gross revenues
- \$100M services business
- 600+ employees across the eastern and Midwest U.S.
- Dell's #1 data center partner, and now a Cisco Gold partner
- Hi-growth cloud, service management, monitoring, and security practices
- Platform Consulting acquisition brings cloud-native development services

A History of Investing Ahead of the Curve

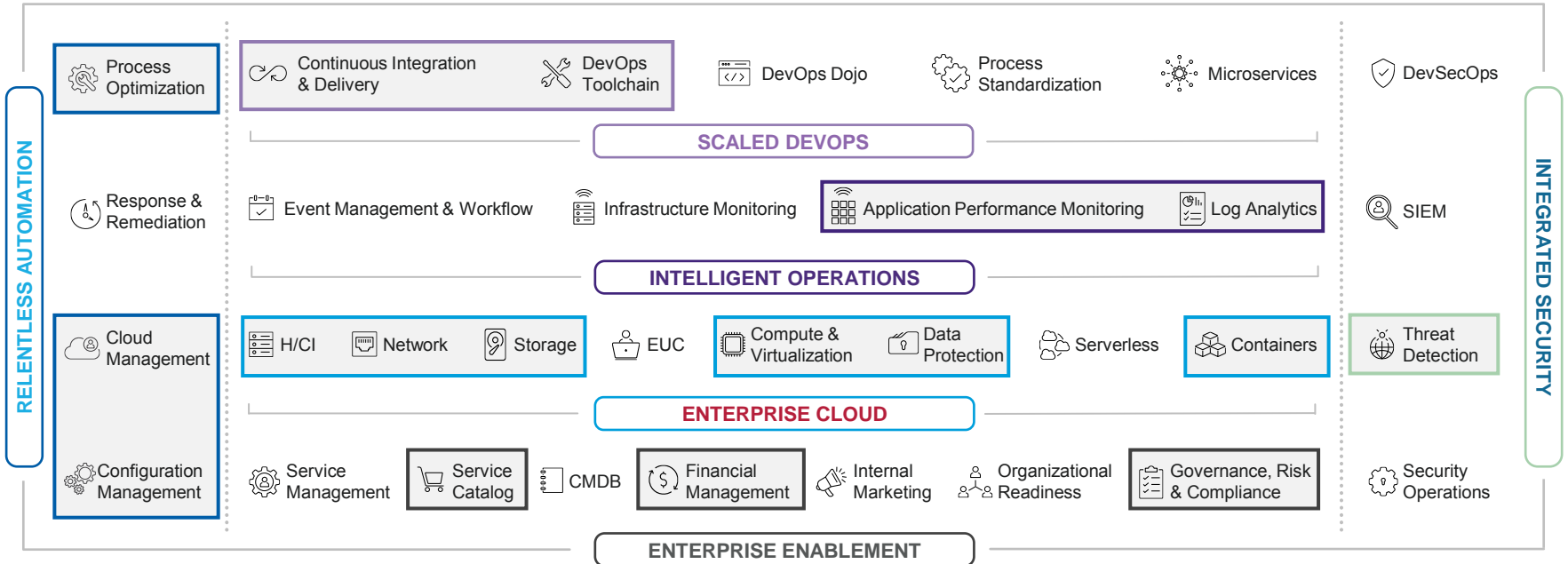


AHEAD Digital Delivery Platform[®]



Where Dell Technologies Fits

Mobile Apps
 Predictive Analytics
 AI & Machine Learning
 DIGITAL BUSINESS INITIATIVES
 Application Modernization
 Internet of Things
 Digital Products



Where Dell Technologies Fits

 Mobile Apps

  Predictive Analytics

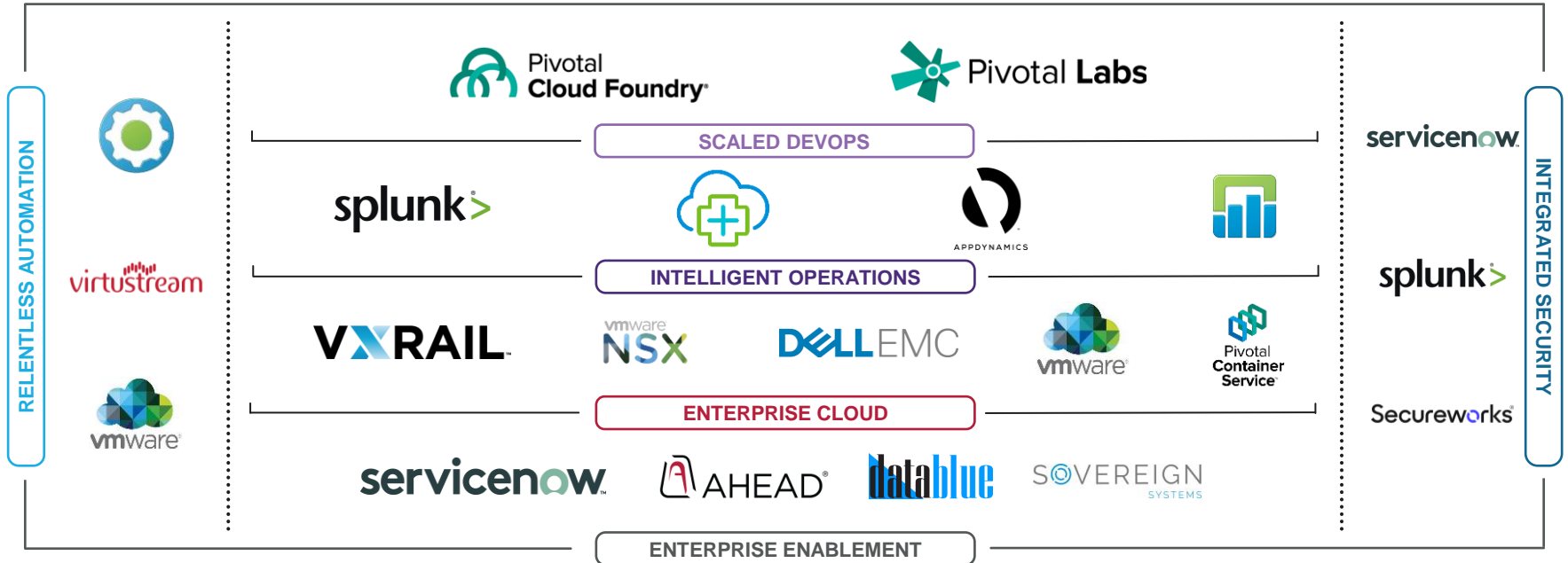
  AI & Machine Learning

 DIGITAL BUSINESS INITIATIVES

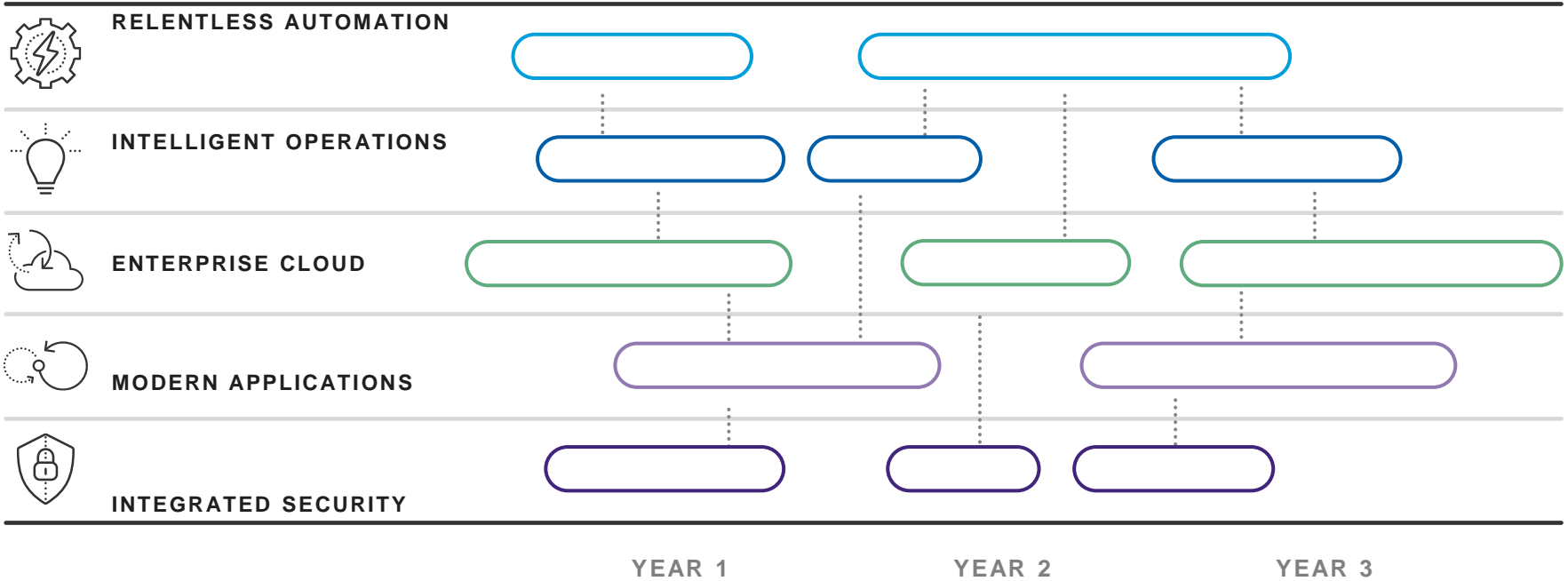
  Application Modernization

  Internet of Things

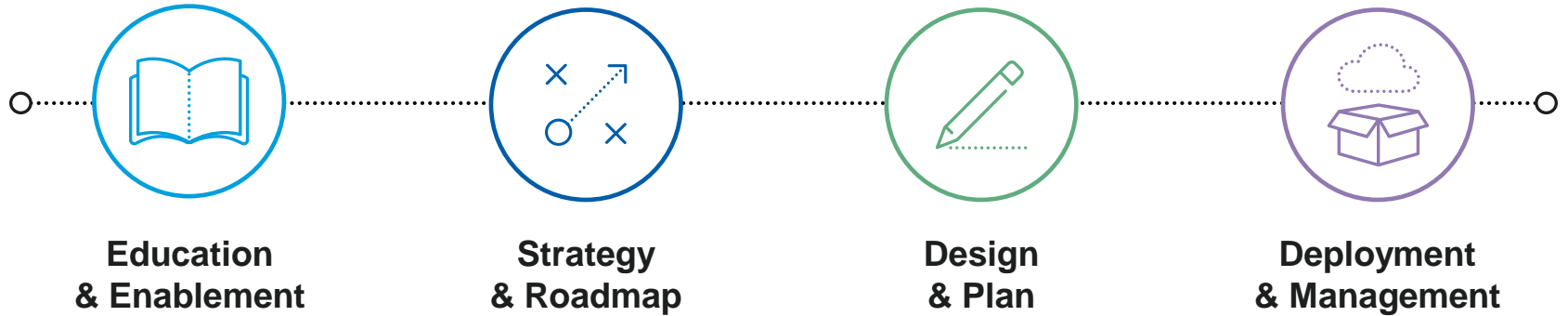
  Digital Products



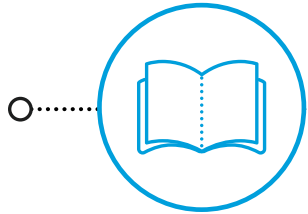
As Your Partner, We Help Stitch Together The Journeys



AHEAD's Comprehensive Services

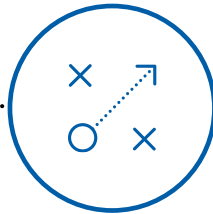


AHEAD Digital Delivery Services



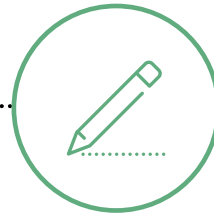
Education & Enablement

AHEAD offers many different executive and technical briefings. Use our space to explore new technologies and interact with industry experts, or we can come to your offices.



Strategy & Roadmap

Using a workshop-based approach, AHEAD's strategy and roadmap services teach, unite, and deliver decision makers an actionable plan of attack.



Design & Plan

AHEAD applies a collaborative approach to rapidly develop the business, technology, and operational changes necessary to enable your digital transformation.



Deployment & Management

We accelerate your transformation by leveraging reference architectures, pre-built IP, best practices, and the deep experience of our engineers.

A Great Starting Point: Education and Enablement



Briefings

Outline different solutions options, share best practices, refine your roadmaps, and evaluate choices against objectives.



Visioning Workshops

Review current state and facilitate the creation of a roadmap, including consensus building around that path.



Lab Access

Access our Lab technologies so that you can explore their capabilities in a sandbox environment alongside our certified engineers.



CORYN CONNELLY
Briefing Program Manager

Our Partners: We Build the Right Platform for You



We Align With Leading Ecosystems



Credentials

- **AWS Premier Consulting Partner**
 - Channel Partner, Solution Provider, Storage and DevOps Competencies
 - 70+ AWS Specialists and 50+ AWS Certifications
- **Microsoft Gold Partner**
 - Gold Application Development, Cloud Platform, Data Analytics, Data Platform, and Datacenter Competencies
- **Cisco Gold Certified Partner**
 - Specializations: Advanced Data Center, Advanced Enterprise Networks, Advanced Security Architectures, and Advanced Collaboration Architecture
 - 250+ Cisco certifications with 14 CCIE certifications
- **Dell Technologies Titanium Black Partner**
 - 350+ certifications and 1000+ successful implementations
- **ServiceNow Elite Partner**
 - Services, Sales, and Training Modules
 - 9.0+ CSAT Rating and certified in every Micro Certification
- **VMware Principal Solution Provider**
 - Hold all 6 Master Services Competencies
 - 750+ successful VMware solution implementations with 500+ certifications, 11 vExperts, and 5 VCDX's

Awards

- **2020 VMware** Americas Partner of the Year Award for Services Excellence
- **2019 Dell Technologies** Global Titanium Partner President's Circle Award
- **2019 Dell Technologies** Go Big-Win Big Big partner of the Year (Data Center)
- **2019 HashiCorp** Partner of the Year for Resellers and System Integrators
- **2019 AppDynamics** Partner of the Year, Americas
- **2019 Cisco** Partner of the Year
- **2018 Dell EMC** Extraordinary Partner of the Year
- **2017 VMware** Americas Partner Innovation Award for Professional Services
- **2015 Cisco** Architectural Excellence – Data Center Partner of the Year
- **2015 EMC** US Partner of the Year
- **2015 EMC** Americas Converged Infrastructure Partner of the Year

Infrastructure Qualifications



Accolades

- Member of DellEMC Technical Advisory Board
- EMC Business Partner Program and Preferred Partner Provider for professional services
- Certified to implement all Dell Technologies solutions with over 350 certifications and over 1000 successful implementations
- Member of VMware Partner Technical Advisory Board and Lighthouse (Beta) Partner for VMC on AWS
- VMware Master Services Competencies: VMware Cloud on AWS, Digital Workspace, Cloud Management and Automation, Data Center Virtualization, Network Virtualization, and Cloud Native
- Over 750 successful VMware solution implementations with 510 certifications, 11 vExperts, and 5 VCDX's
- Member of Cisco Global Partner Network and Data Center Technical Advisory Board
- Cisco Specializations: Advanced Data Center, Advanced Enterprise Networks, Advanced Security Architectures, and Advanced Collaboration Architecture
- Over 240 Cisco certifications with 6 CCIE certifications

Awards

- **2020 VMware** Americas Partner of the Year Award for Services Excellence
- **2019 Dell Technologies** Global Titanium Partner President's Circle Award
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- **2017 VMware** Americas Partner Innovation Award for Professional Services
- **2015 Cisco** Architectural Excellence – Data Center Partner of the Year
- **2015 EMC** US Partner of the Year

Our Cloud Qualifications



aws partner network

Premier Consulting Partner

Storage Competency

DevOps Competency

Solution Provider

Channel Partner



VMware Cloud on AWS
Beta/Launch Partner



CoPilot for AWS and Azure



AWS Migration Experience with financial and competitive expertise



AWS and Azure Workshops



70+ Specialists and 50+ Certifications in AWS



Azure Architecture and Deployment

Deep Integration Experience with:



CHEF

cloudbees



HashiCorp



puppet

servicenow

vmware



Application Development
Cloud Platform
Data Analytics
Data Platform
Datacenter
Collaboration & Content
Silver in DevOps, Security



AWS Expertise You Can Trust



Premier
Consulting
Partner

Solution Provider

DevOps Competency

End User Computing

Storage Competency

Public Sector Partner

- VMware Cloud on AWS Beta/Launch Partner
- Deep migration experience with financial and competitive expertise
- Deep expertise with ServiceNow and VMware Integration
- Focused on Enterprise accounts
- 70+ specialists and 50+ certifications
- Educational Labs focused on:
 - Cloud Formation Overview
 - VPC Network Peering
 - Operations: EC2 Systems Manager
 - Security/Automated Remediation
 - Automation and Cloud Formation Templates
- Deep AWS and DevOps Team with:



Azure Expertise You Can Trust

Services Overview



Workshops and Assessments

Hybrid Cloud Security and Governance

DevOps and Agile Practice Development



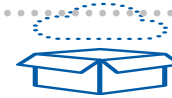
Strategy and Roadmap



Application Rationalization and Migration



Enterprise Data Warehouse & Analytics



Azure Architecture and Deployment



Backup and DR



AI & Machine Learning

Deep Integration Experience with:



Application Development
 Cloud Platform
 Data Analytics
 Data Platform
 Datacenter
 Collaboration & Content



Our Cisco Qualifications

- Over 250 Cisco certifications with 14 CCIE certifications
 - CCIE's - Data Center, Routing and Switching, Service Provider, and Security
- 2019 Cisco Partner of the Year
- 2015 Cisco Architectural Excellence – Data Center Partner of the Year
- Member of Cisco Data Center Technical Advisory Board
- Member of AppDynamics Titan Partner Program
- Gold Partner and focus partner
- Cisco Specializations: Advanced Data Center, Advanced Enterprise Networks, Advanced Security Architectures, and Advanced Collaboration Architecture
- Specialists in data center architecture (UCS, HX, Nexus and ACI), enterprise networking (DNA), software defined networking (ACI Anywhere, Viptela) and network automation.

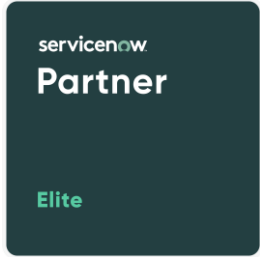
Our Dell Technologies Qualifications



- 2019 Dell Technologies Global Titanium Partner President's Circle Award
- 2019 Dell Technologies Go Big-Win Big Big partner of the Year (Data Center)
- 2018 Dell EMC Extraordinary Partner of the Year
- Member of EMC Technical Advisory Committee and EMC Sales Advisory Committee
- Certified to implement all Dell Technologies solutions with over 350 certifications and over 1000 successful implementations
- EMC Business Partner Program and Preferred Partner Provider for professional services
- EMC Platinum Partner (1 of only 6 nationally) as a result of our commitment to providing enterprise clients with world-class solutions in hybrid cloud, converged infrastructure, and next-generation storage platforms
- Member of the EMC BRS, RecoverPoint, and Virtualization program

Capabilities Backed by Experience

9.2+



Program Modules:

- Services
- Sales
- Training

AHEAD Labs

- Cloud Management Suite Innovation
- SecOps and GRC Accelerator
- ITSM Instance / Accelerator



Product Specializations in **SIR, VR, ITSM, Service Mapping, and Discovery**



150+ Projects completed since 2018



10 Architects with **7+ years** of experience



15+ ITOM projects completed in the last **2 years** with **8 certified ITOM** implementation specialists



Certified in every Micro Certification area including **Performance Analytics, Application Portfolio, Agile and Test Management, Virtual Agent, Agent Intelligence, and Service Portal**

CSAT Rating

107

Sys Admin, Delivery, Suite Certifications

30

Implementation Specialists

5

Authorized Trainers

4

Delivery Teams

Our VMware Qualifications



- 750+ successful implementations, 510 certifications, 11 vExperts, and 5 VCDX's
- Achieved all Master Services Competencies
 - VMware Cloud on AWS, Digital Workspace, Cloud Management and Automation, Data Center Virtualization, Network Virtualization, and Cloud Native
- 2020 VMware Americas Partner of the Year Award for Services Excellence
- 2017 VMware Americas Partner Innovation Award for Professional Services
 - Cited for delivering value and performance to a dynamic set of businesses.
- 2015 VMware Americas Solution Provider Partner of the Year
 - Awarded for delivering innovative Virtualization and Cloud technologies.
- Member of VMware Partner Technical Advisory Board
- One of the original four invited to Project Lighthouse (VMware Cloud on AWS)
- Launch partner for VMware Tanzu and Project Pacific

Size and Scale Matter to Our Clients

- An end-to-end portfolio of digital business infrastructure solutions
- Greater scale leads to more stability and lower operating risks
- More influence over partner OEMs on behalf of our clients
- Improved ability to invest in innovations like labs and new services

“Our scale will help us serve clients more effectively, but the minimal overlap across the three firms will allow us to maintain the close-knit relationships that our clients have come to expect.” – Daniel Adamany, CEO

AHEAD

datablue

 **AHEAD**

SOVEREIGN
SYSTEMS

platform
CONSULTING GROUP


LINKSOLUTIONS
GROUP



AHEAD, Inc.
 401 Michigan Avenue
 Suite 3400
 Chicago, IL 60611

Ahead Client Director:
 Matt Athey
 614-354-5892
 matt.athey@thinkahead.com

Ahead Quote Number
 AHD202087055 - 2
Reference Number:
 SWS12192509-V0
 IDPA DP4400
Quote Date:
 10/1/2020
Expiration Date:
 10/31/2020

Shipping Address:
 West Virginia Secretary Of State
 Thomas Hymes
 1900 KANAWHA BLVD E
 Charleston WV 25305

Billing Address:
 Thomas Hymes
 West Virginia Secretary Of State
 1900 Kanawha Boulevard East
 Charleston WV 25305

Client Operations Specialist
 Jennifer Eveslage
 513-457-7855
 jennifer.eveslage@thinkahead.com

MPA:
 Standard Terms
Payment Terms:
 Net 30

Logistics Coordinator:
 Matt Arflin
 (312) 496-7991
 matt.arflin@thinkahead.com

WVSOS- IDPA				
	QTY	Part Number	Description	Extended Price
Hardware	1	DPAPPL_4400	ANCHOR DP APPLIANCE 4400	\$0.00
Hardware	1	DP4400S_12TB_SFP8	IDPA DP4400S 12TB 8X10G SFP	\$24,436.47
Hardware	4	DPXCVR-10GBE-4400	Transceiver 10GBE SFP+ DP4400 300M	\$1,515.28
Hardware	4	DPCBL-LC-OM4-10ME	10 M LC to LC Cable Kit	\$214.76
Hardware	1	DD3300	SYSTEM DD3300 NFS CIFS	\$0.00
Hardware	1	DD33-8-2P1N	DD3300 8TB 2PSU 10GbE	\$10,108.24
Software	1	458-002-436	IDPA DP4400 ENV CONFIG	\$0.00
Software	3	456-113-830	DP4400S Capacity Enabler DDVE 4TB=CC	\$0.00
Software	1	456-113-661	IDPA Target Protocol Enabler ENTRY=CA	\$0.00
Software	1	456-113-621	IDPA BU App Enabler ENTRY=IA	\$0.00
Software	12	456-113-781	IDPA BoostFS 1 TB Raw Enabler ENTRY=CB	\$0.00
Software	1	456-113-623	Analytics Enabler ENTRY=CB	\$0.00
Software	1	456-113-620	Federated Reporting Server ENTRY=IA	\$0.00
Software	1	456-113-624	IDPA BU Search Enabler ENTRY=CA	\$0.00
Software	1	456-113-622	vRealize Enabler ENTRY=IA	\$0.00
Software	1	458-002-437	DP4400 Cloud Tier License	\$0.00
Software	5	456-107-983	LIC; CLOUD TIER DP4400 BASE TB=CC	\$0.00
Software	1	458-002-482	DP4400 DD CLOUD DR ESSENTIALS 5TB=CC	\$0.00
Software	1	IDPA_DP4400_2-5	IDPA DP4400 OS SW Code 2.5.x=IA	\$0.00
Software	1	458-002-414	Data Protection Central ENTRY=CA	\$0.00
Software	1	DD3300_OS	DD3300 Operating System=IA	\$0.00
Software	1	458-002-313	DD3300 Appliance SW License	\$0.00
Software	8	456-113-358	DD3300 SW License 1TB=CC	\$0.00
Software	1	458-002-506	Cyber Recovery DD3300 Vault	\$0.00
Software	1	456-113-787	Cyber Recovery DD3300 Vault=IC	\$0.00
Software	12	458-002-484	EMC Granular Recovery Microsoft HIGH=CA	\$0.00
Software	1	458-001-440	RecoverPoint for VM Starter Packs	\$0.00
Software	1	456-113-589	RP4VM 5VM Starter Pack for DP4400=IB	\$0.00
Software	1	458-002-414	Data Protection Central ENTRY=CA	\$0.00
Software	1	458-002-398	Commercial DPS DDVE Bundle	\$0.00
Software	1	456-113-570	DPS DP Search Enabler ENTRY=CA	\$0.00
Software	1	456-113-571	EMC DPA Enabler-B ENTRY=CB	\$0.00
Software	1	456-113-572	DPA Single Fed Reporting Server ENTRY=IA	\$0.00
Software	2	456-113-568	DPS 2TB AVE Enabler ENTRY=CA	\$0.00
Software	2	456-113-666	Commercial Bundle RP4VM Enabler ENTRY=IA	\$0.00
Software	4	456-113-573	DD VE Perpetual Cap Chnl ENTRY 1TB=CA	\$0.00
Software	2	456-113-545	Commercial DPS DDVE Bundle Sockets=IA	\$1,922.36
Maintenance - Hardware	1	M-PSM-HW-DD-E1	PROSUPPORT W/MISSION CRITICAL-HARDWARE - 36.00 MNTHS	\$11,729.41
Maintenance - Software	1	M-PSM-SW-DD-E1	PROSUPPORT W/MISSION CRITICAL SOFTWARE - 36.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSM-SW-DD-E1	PROSUPPORT W/MISSION CRITICAL SOFTWARE - 36.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSM-SW-DD-E1	PROSUPPORT W/MISSION CRITICAL SOFTWARE - 36.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSM-SW-DD-E1	PROSUPPORT W/MISSION CRITICAL SOFTWARE - 36.00 MNTHS	\$0.00
Maintenance - Hardware	1	M-PSP-HW-DD-E1	PROSUPPORT PLUS HARDWARE SUPPORT - 36.00 MNTHS	\$4,245.88
Maintenance - Software	1	M-PSP-SW-DD-E1	PROSUPPORT PLUS SOFTWARE SUPPORT - 36.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSP-SW-DD-E1	PROSUPPORT PLUS SOFTWARE SUPPORT - 36.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSM-SW-DD-H1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 36.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE - 12.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSP-SW-DD-E1	PROSUPPORT PLUS SOFTWARE SUPPORT - 36.00 MNTHS	\$0.00
Maintenance - Software	1	M-PSP-SW-DD-E1	PROSUPPORT PLUS SOFTWARE SUPPORT - 36.00 MNTHS	\$1,152.94
Services	1	PS-PDP-IDPAVEDP	PDP for IDPA DP4x Series	\$6,310.00
Services	1	PS-PDP-P30IDPA	30dayPostDeployAssist IDPA	\$240.00
Services	1	PS-PDP-DOBMSADP	PDP For Data Domain Boost Microsoft Apps	\$4,990.00
Services	1	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	\$0.00
Services	1	PS-PDADT-ODPDTECH	PD Addl Depl Time: 8HR Onsite DPD Tech	\$4,100.00

Services	1	PS-CON-CYBRECADVBS	Cyber Recovery Workshop	\$5,000.00
Services	1	PS-PDP-DD00DP	PDP for Data Domain 0 Shelf System	\$6,140.00
Services	1	PS-PDP-P30DD	30dayPostDeployAssist DD	\$240.00
Services	1	PS-BAS-DDCR1MDP	Cyber Recovery Installation for 1 mtree	\$12,330.00
Services	1	PS-PDADT-ODPDTECH	PD Addl Depl Time: 8HR Onsite DPD Tech	\$4,100.00
Services	1	PS-PDP-P30DPS	30dayPostDeployAssist DPS	\$240.00
Services	1	PS-PDPAD-DPSSPDP	PDP ADDON, DATA PROTECTN SUITE SOLN PKG	\$2,535.00
Services	1	PS-PDPAD-AVIG	PDP ADDON, AVAMAR DD BOOST INTEG	\$14,820.00
Services	1	PS-PDP-AVEDP	PDP For Avamar Virtual Edition Deploy	\$7,325.00
Training	900	CE-PDPDPDTC0001	1 Training Credit Valid 1yr (PDP DP)	\$900.00
Training	2100	CE-DPPTC0001	1 Training Credit Valid 1yr (DP)	\$2,100.00
Training	500	CE-PDPDPDTC0001	1 Training Credit Valid 1yr (PDP DP)	\$500.00
Training	1	CE-VALPAKDD	Data Domain Training ValuePak	\$4,400.00
Training	900	CE-PDPDPDTC0001	1 Training Credit Valid 1yr (PDP DP)	\$900.00

Hardware:	\$36,274.75
Software:	\$1,922.36
Maintenance:	\$17,128.23
Managed Services:	\$0.00
Services:	\$68,370.00
Training:	\$8,800.00
Web Services:	\$0.00
Total Investment:	<u><u>\$132,495.34</u></u>

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full, regardless of whether or not such Services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions attached hereto which shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively, the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to accounting@thinkahead.com.

Authorized Signature: _____

Date: _____

Printed Name: _____