



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

Request for Quotation

RFQ NUMBER:
AUD103500

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 41
 304-558-0492**



EMC Corporation 9825 Kenwood Road Suite 300
 Cincinnati, Ohio 45242

STATE AUDITOR'S OFFICE
 BUILDING 1, ROOM W100
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0230 558-2251

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		939-22		
<p>MAINTENANCE, COMPUTER SOFTWARE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE OFFICE OF THE STATE AUDITOR, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE THE AUDITOR'S OFFICE WITH HARDWARE & SOFTWARE MAINTENANCE SERVICES AND SUPPORT FOR THEIR MAINFRAME'S DMX 950 DISK SUBSYSTEM, PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE OF EQUIPMENT MODELS AND THEIR DESCRIPTIONS.</p> <p>THE EQUIPMENT IS LOCATED AT 1900 KANAWHA BLVD. E., CAPITOL COMPLEX, W-130, CHARLESTON, WV 25305.</p> <p>THE DMX4-950 AND ITS ASSOCIATED COMPONENTS REQUIRE 7X24 (PREMIUM) SUPPORT.</p> <p>VENDORS ARE TO COMPLETE THE ATTACHED BID SCHEDULE UTILIZING A UNIT PRICE BASED UPON THE YEARLY COST FOR THE SERVICE/SUPPORT. CONTRACT WILL BE AWARDED BASED UPON THE TOTAL YEARLY COST FOR BOTH HARDWARE AND SOFTWARE SERVICE/SUPPORT. IT IS THE PREFERENCE OF THE OFFICE OF THE STATE AUDITOR THAT VENDORS INVOICE FOR SAID SERVICE/SUPPORT QUARTERLY IN ARREARS.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS</p>						

RECEIVED
 2010 JUN 14 AM 11:48
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304 541 3400** DATE: **6/8/2010**

TITLE: **Senior Acct Rep** FEIN: **042680009** ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

STATE AUDITOR'S OFFICE
 BUILDING 1, ROOM W100
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0230 558-2251

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: AUD103500</p> <p>BID OPENING DATE: 06/15/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 345 2928</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Lori Caldwell</p> <p>***** THIS IS THE END OF RFQ AUD103500 ***** TOTAL: <u>60,778.58</u></p>						

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Bid Schedule

**WVSAO
HARDWARE SOFTWARE SUPPORT
AUD103500**

COMPLETE AND SUBMIT FOR HARDWARE/SOFTWARE SUPPORT AS PER THE FOLLOWING:

NOTE:

- ◇ EQUIPMENT LOCATION: 1900 KANAWHA BLVD. E., CAPITOL COMPLEX, W-130, CHARLESTON, WV 25305
- ◇ DMX4-950 and its associated components is 7x24 (Premium) support

HARDWARE SUPPORT

Model Number	Model Description	Description	Unit Price	QTY	Extended Total
DMX4-SYS6-1P	DMX4 6 SLOT SYS BAY 1 PHASE	PREMIUM HARDWARE SUPPORT		X 1	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 4	
DMX4-F88000DB	2X DMX4 8PT 4G FC FEBE 8M	PREMIUM HARDWARE SUPPORT		X 1	
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT		X 4	
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT		X 4	
TB4-15-DJR	Equip Bay 15 Slot DR encl	PREMIUM HARDWARE SUPPORT		X 8	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 4	
DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	PREMIUM HARDWARE SUPPORT		X 1	
TB-BBU	EQUIP BAY BATTERY BACK-UP	PREMIUM HARDWARE SUPPORT		X 2	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 8	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 3	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 4	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 3	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 4	
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT		X 5	
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT		X 2	
DMX4-MEM-16GB	16 GB GLOBAL MEMORY DIR	PREMIUM HARDWARE SUPPORT		X 2	
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT		X 2	
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT		X 3	
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT		X 3	
DMX4-6-4FCB	DMX4 6 SLOT 4G FC 4PT DIR	PREMIUM HARDWARE SUPPORT		X 4	
Total Annual Hardware Support					26,840.44

Bid Schedule

WVSAO HARDWARE SOFTWARE SUPPORT AUD103500

SOFTWARE SUPPORT

Model Number	Model Description	Description	Unit Price	QTY	Extended Total
CC-PFM-C01	PFM 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT		X 6	
CC-SYMPK6-BAS	EMC CONTROLCENTER 6.0 SYMMETRIX PACKAGE BASE	PREMIUM SOFTWARE SUPPORT		X 1	
CC-ST5-C01	STS 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT		X 6	
CC-ST56-BASE	EMC ControlCenter 6.1 StorageScope Base	PREMIUM SOFTWARE SUPPORT		X 1	
CC-PFM6-BASE	EMC ControlCenter 6.1 Performance Manager Base	PREMIUM SOFTWARE SUPPORT		X 1	
SMC-SW-KIT6	SMC 6.0 SOFTWARE KIT	PREMIUM SOFTWARE SUPPORT		X 1	
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT		X 1	
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT		X 1	
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT		X 1	
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT		X 1	
TF-CLN-RN-OPN	RT FOR TFCLONE ON OPEN SY	PREMIUM SOFTWARE SUPPORT		X 1	
CC-OPTIM-C01	SYMM OPT 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT		X 6	
TF-CLONE-BASE	TF-CLONE BASE LICENSE	PREMIUM SOFTWARE SUPPORT		X 1	
TF-CLONE-C01	TF-CLONE 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT		X 6	
CC-SYMPK-C01	SYMM PKG 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT		X 6	
CC-INST-KIT6	EMC IONIX CONTROLCENTER 6.1 INSTALLATION KIT	PREMIUM SOFTWARE SUPPORT		X 1	
PP-SE-SYM	PPATH SE SYM	PREMIUM SOFTWARE SUPPORT		X 1	
CC-OPTIM-BASE	SYMM OPT BASE LICENSE	PREMIUM SOFTWARE SUPPORT		X 1	
PP-WN-KIT	POWERPATH WINDOWS KIT	PREMIUM SOFTWARE SUPPORT		X 1	
PP-WN-KIT	POWERPATH WINDOWS KIT	PREMIUM SOFTWARE SUPPORT		X 1	
Total Annual Software Support					33,938.14

Total Annual Hardware Support 26,840.44
 Total Annual Software Support 33,938.14

BID GRAND TOTAL \$60,778.58

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

EMC² EMC Maintenance

where information lives[®]

Currency: USD

Sarbanes Oxley Requirement: T

Quote To Contact:

Bill to Customer	Install Customer	Serial Number	Model Number	Model Description	Description	QTY	Pro-Rated Thru Maintenance 1 yr \$
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	HK190300962	DMX4-SYS6-1P	DMX4 6 SLOT SYS BAY 1 PHASE	PREMIUM HARDWARE SUPPORT	1	\$ 4,692.47
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	4	\$ 806.65
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX4-FB80000B	2X DMX4 8PT 4G FC FEBE 8M	PREMIUM HARDWARE SUPPORT	1	\$ 1,155.79
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	4	\$ 403.34
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	4	\$ 403.34
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	Equip Bay 15 Slot DR encl	PREMIUM HARDWARE SUPPORT	8	\$ 2,427.60
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	PREMIUM HARDWARE SUPPORT	4	\$ 806.65
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	PREMIUM HARDWARE SUPPORT	1	\$ 875.25
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	EQUIP BAY BATTERY BACK-UP	PREMIUM HARDWARE SUPPORT	2	\$ 404.60
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	8	\$ 1,613.30
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	3	\$ 604.99
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	4	\$ 806.65
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	3	\$ 604.99
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	4	\$ 806.65
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	4	\$ 806.65
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	5	\$ 1,008.31
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	2	\$ 201.67
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX4-MEM-16GB	16 GB GLOBAL MEMORY DIR	PREMIUM HARDWARE SUPPORT	2	\$ 2,794.72
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	2	\$ 201.67
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	3	\$ 302.51
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	3	\$ 302.51
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	4	\$ 5,616.80
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		DMX4-6-4FCB	DMX4 6 SLOT 4G FC 4PT DIR	PREMIUM HARDWARE SUPPORT	4	\$ 26,840.44
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		CC-PFM-C01	PFM 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	6	\$ 1,946.19

WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	03CL60A00004285	CC-SYMPK6-BAS	EMC CONTROL CENTER 6.0 SYMMETRIK	PREMIUM SOFTWARE SUPPORT	1	\$	4,069.54
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		CC-ST5-C01	STS 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	6	\$	2,311.10
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	03CJ60000004769	CC-ST56-BASE	EMC ControlCenter 6.1 StorageScope Base	PREMIUM SOFTWARE SUPPORT	1	\$	489.93
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	03CA60000004421	CC-PTM6-BASE	EMC ControlCenter 6.1 Performance Manag	PREMIUM SOFTWARE SUPPORT	1	\$	1,490.05
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	02PIA6020000927	SMC-SV4-KIT6	SMC 6.0 SOFTWARE KIT	PREMIUM SOFTWARE SUPPORT	1	\$	-
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	05ETA0700047979	PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	1	\$	723.74
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	05ETA0700047980	PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	1	\$	723.74
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	05ETA0700047978	PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	1	\$	723.74
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	05ETA0700047981	PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	1	\$	723.74
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	03MMA0200000722	TF-CLN-RN-OPN	RT FOR TFCLONE ON OPEN SY	PREMIUM SOFTWARE SUPPORT	1	\$	-
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		CC-OP1M-C01	SYMM OPT 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	6	\$	2,221.19
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		TF-CLONE-BASE	TF-CLONE BASE LICENSE	PREMIUM SOFTWARE SUPPORT	1	\$	5,381.10
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		TF-CLONE-C01	TF-CLONE 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	6	\$	3,839.49
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS		CC-SYMPK-C01	SYMM PKG 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	6	\$	5,981.35
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	02W164200003145	CC-INST-KIT6	EMC IONIX CONTROLCENTER 6.1 INSTA	PREMIUM SOFTWARE SUPPORT	1	\$	-
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	05NBA0600000460	PP-SE-SYM	PPATH SE SYM	PREMIUM SOFTWARE SUPPORT	1	\$	-
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	02CNS52000004299	CC-OP1M-BASE	SYMM OPT BASE LICENSE	PREMIUM SOFTWARE SUPPORT	1	\$	3,313.28
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	02FE51000012124	PP-WN-KIT	POWERPATH WINDOWS KIT	PREMIUM SOFTWARE SUPPORT	1	\$	-
WEST VIRGINIA AUDITORS	WEST VIRGINIA AUDITORS	02FE51000012123	PP-WN-KIT	POWERPATH WINDOWS KIT	PREMIUM SOFTWARE SUPPORT	1	\$	-
								33,938.14
								\$ 60,778.58

Comments

Use Rights can be found at: <http://www.emc.com/pro>

Notes:

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: WV STATE AUDITOR'S OFFICE

Signed: _____

Title: ASSISTANT CONTROLLER/PROCUREMENT OFFICER

Date: _____

VENDOR

Company Name: EMC Corporation

Signed: Chantal van Lede Lyon

Title: Director, Managing Counsel
Business Law Group

Date: 4.30.10

EMC
CONTRACTS
APPROVED

04/30/2010

(500)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: EMC Corporation

Authorized Signature: Christell Lyon Date: 5-3-10

State of Massachusetts

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of May, 2010

My Commission expires March 30, 2012

AFFIX SEAL HERE

NOTARY PUBLIC Diana Richards

