



EMC Corporation

Lori Caldwell  
Senior Account Executive  
102 Centre Court Road  
Charleston, WV 25314  
Phone: (304) 541-3400  
Lori.caldwell@emc.com

June 24, 2011

Ms. Krista Ferrell  
State of WV Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

Ms. Ferrell

EMC is pleased to submit the enclosed response to RFQ ISCL0083. EMC Corporation is a Fortune 500 and S&P 500 company. We develop, deliver and support information infrastructure and virtual information infrastructure hardware, software, and services.

Upon reviewing the RFQ requirements, as well as the list of questions and answers provided, I feel that EMC is uniquely positioned as the vendor that meets the State's requirements as stated. Specifically, the following requirements and subsequent information provided in the Q&A documentation are uniquely addressed by EMC:

- Array needs to support all three drive types (FC/SAS, SATA, SSD) and some method of automatic data tiering
- VAAI certification with Block Zeroing, Full Copy, and Hardware Assisted Locking
- RAID 5 (6+1)
- Array support of CIFS, NFS, FC, iSCSI, and FCoE

We appreciate the opportunity to work with the State of West Virginia on this project.

Regards,

Lori A. Caldwell  
Senior Account Executive  
EMC Corporation

RECEIVED

2011 JUN 27 PM 12:04

WV PURCHASING  
DIVISION



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  
 ISCL0083

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*514125547 01 304-541-3400  
 EMC CORPORATION  
 102 CENTER COURTE RD  
 CHARLESTON WV 25314

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2011				

BID OPENING DATE: 06/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-43		
ENTRIPRISE STORAGE ARRAYS SOLUTIONS						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A NEW ENTERPRISE STORAGE ARRAY TO BE LOCATED AT THE STATE OF WEST VIRGINIA DATA CENTER LOCATED IN SUTTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. THIS SOLICITATION INCLUDES ALL HARDWARE, SOFTWARE, MAINTENANCE, INSTALLATION, AND TRAINING.						
A MANDATORY PRE-BID MEETING WILL BE HELD ON 06/09/2011 AT 10:00 AM IN BUILDING #5, 10TH FLOOR LOCATED ON THE WV STATE CAPITOL COMPLEX IN CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Len A Coley</i>	TELEPHONE 304 541 3400	DATE 6/24/2011
TITLE Senior Account Exec	FEIN 042680009	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 06/15/2011 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY FORMAL ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE</p>						

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<p>STATE BUYER. VIOLATION MAY CAUSE THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>JAC</i> .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p>						

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<p><i>Lori Caldwell</i>            SIGNATURE  <i>EMC Corporation</i>            COMPANY  <i>6/24/2011</i>            DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE TO PROCEED: DELIVERY AND INSTALLATION SHALL BE COMPLETED WITHIN 45 DAYS OF THE NOTICE TO PROCEED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. MAINTENANCE SHALL BE ADDED BY FORMAL CHANGE ORDER UPON SUCCESSFUL INSTALLATION AND ACCEPTANCE BY THE AGENCY.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING</p>						

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<p>DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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				CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: KRISTA FERRELL-FILE 21 RFQ. NO.: ISCL0083 BID OPENING DATE: 06/29/2011 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 345 2928 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Lori Caldwell -----						

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***** THIS IS THE END OF RFQ ISCL0083 *****						Option 1: \$ 89,822. <sup>00</sup>
						Option 2: \$ 131,909. <sup>00</sup>
						***** TOTAL: \$ 89,822. <sup>00</sup>

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7

**West Virginia office of Technology (WVOT)  
Request for Quotation (RFQ) ISCL0083**

**OBJECTIVE**

The WV State Purchasing Division for the agency WV Office of Technology (WVOT) is soliciting bids to acquire a new Enterprise Storage Array at the State of West Virginia Flatwoods Data Center located at 89 Richard D. Minnich Dr., Sutton, WV. This procurement is to include all hardware, software, maintenance, installation and training. The system **must** be manufactured by a company who is listed in the Gartner Leaders Quadrant for Midrange Disk Arrays.

**PRE-BID CONFERENCE**

A mandatory pre-bid conference will be held at the Capitol Complex, 1900 Kanawha Blvd E, Building 5, 10<sup>th</sup> Floor, Charleston, WV 25305 at 00:00 am/pm on 00/00/00.

*EMC Meets all requirements in this RFQ.*  
The Enterprise Storage Array is needed to support Network Attached Storage (NAS) functionality, a VMware ESX Cluster and stand-alone servers' storage needs running on Microsoft Windows Server 2000-2008, VMware vSphere 4.1, Red Hat/SUSE Linux and HP-UX 11i. It **must** have initial useable capacity of 15 TB for File Protocols (CIFS, NFS) and 10 TB for Block Protocols (iSCSI, FC, FCoE). *EMC Meets*

The system **must** support NDMP via IP. The WVOT currently hosts a backup solution called Avamar in production which is manufactured by EMC. The bid **must** be compatible with the current system. Vendor's bidding "or equal" systems should include manufacturer's literature documenting compliance with the existing system. WVOT reserves the right to determine compatibility. *EMC Meets*

The system **must** support native, array-based replication to a mainframe-compatible, FICON-attached storage array within the product line. Array itself will not need FICON-based mainframe connectivity. *EMC Meets* removed.

The system **must** support Windows, UNIX & Linux Operating Systems. *EMC Meets*

The system **must** be VAAI Compliant for ALL Block Protocols. *EMC Meets*

The system **must** support FC or SAS, SATA and SSD Drive types. *EMC Meets*

The system **must** have a minimum 200 Drive Capacity (across all drive types). *EMC Meets. VNX can be expanded up to 1,000 drives.*

The system **must** have redundant Storage Processors and Filers. *EMC Meets*

The system **must** support the following Protocols *EMC Meets*

- iSCSI (10 Gbps) minimum 4 ports per Storage Processor
- CIFS(1 Gbps) minimum 4 connections per filer

The system **must** be capable of the following Protocols for future expansion *EMC Meets*

- FC (8Gbps) minimum 4 ports per Storage Processor

The system **must** be Unified or have Gateway for CIFS by the same manufacturer that supports filer-based replication. *EMC Meets*

The system **must** be capable of Virtual/Thin Provisioning. *EMC Meets*

The system **must** be capable of native IP-based replication of both Block and File Protocols. *EMC Meets*

The system **must** have Host Multipathing Support. *EMC Meets*

The system **must** have Dial Home / Remote Support. *EMC Meets*

The system **must** be installed by the hardware manufacturer. *EMC Meets*

### **BID RESPONSE REQUIREMENTS**

All costs for the Enterprise Storage Array **must** be included on the attached itemized Cost sheet and include quantities, part numbers, product descriptions and cost information for all items necessary to install. **The intent and purpose of the cost sheet is for agency billing purposes only.** *EMC Meets*

The Cost sheet **must** include all common system components (redundant storage processors (Active/Active), redundant filers (Active/Passive minimum) and drive enclosures to support initial capacity, redundant power supplies, and array/cache battery backup components). *EMC Meets*

The Cost sheet **must** include the initial feature cost and any incremental costs (per TB, etc) for separately licensed features. *EMC Meets*

The Cost sheet **must** include Manufacturer Support/Maintenance costs, Dial Home/Remote Support for 60 months on all hardware and 60 months on all software (broken down by individually licensed features). The maintenance and support for each phase will be added via change order upon successful installation and acceptance of the system by WVOT. *EMC Meets*

The Cost sheet **must** include "rack and stack" installation by the manufacturer. *EMC Meets*

The Cost sheet **must** include factory training for 2 individuals. *EMC Meets*

The Cost sheet **must** include multipath licensing costs for UNIX, Microsoft Windows and Linux hosts (tiered costs if appropriate for hosts with 1-4 processors). *EMC Meets*

### **DELIVERY REQUIREMENTS AND INSTALLATION ADDRESSES**

Delivery of the equipment **shall** be made during normal working hours. The normal working hours of the Office of Technology are 7:30 AM to 5:00 PM, Monday through Friday. However, designated State holidays, weekends, and after hours schedules will be accommodated if given advance notice and permission by the Office of Technology.

*EMC Agrees*  
The equipment **must** be delivered and installed at the Flatwoods Data Center located at 89 Richard D. Minnich Drive, Sutton WV, 26601. All deliveries **MUST** include **INSIDE** delivery and will need to be made via a truck with a lift gate (NO LOADING DOCK). All deliveries **MUST** be scheduled 24 HOURS IN ADVANCE of delivery. Delivery and installation must be completed within 45 days from issuance of purchase order. *EMC Agrees*

### **EQUAL EMPLOYMENT OPPORTUNITY**

The successful vendor **must** be an Equal Opportunity Employer, and **shall** take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, disability, or political affiliation. *EMC Agrees*

### **CONDUCT AND MANAGEMENT**

While employed on this contract, all personnel will remain employees of the vendor. The vendor **shall** make this condition clearly known to his or her employees and **shall** be responsible for their conduct and management. The State of West Virginia **shall** not be considered a re-employer. If a vendor employee displays improper work conduct, unsatisfactory performance, or is deemed to be unqualified to perform the assignment, the Office of Technology may request a replacement employee from the vendor. The Vendor **shall** be solely responsible for conformity with all applicable health, safety and sanitation standards, laws and regulations at the State's facilities.

*EMC Agrees*

**SMOKE FREE / DRUG FREE / ALCOHOL FREE**

In keeping with the policies of the State of West Virginia, the Vendor **must** maintain a drug free / alcohol free work environment. *EMC Agrees*

**IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting this response, the vendor certifies that it does not and will not, during the performance of the contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. *EMC Agrees*

**SUPPORT**

The Office of Technology will have an employee available during all installation. Additionally, the Office of Technology will provide a list of contact and support personnel that will be available to the successful vendor.

**GLOSSARY**

CIFS – Common Internet File System  
FC – Fibre Channel  
FCoE – Fibre Channel over Ethernet  
IP – Internet Protocol  
iSCSI – Internet Small Computer Systems Interface  
NDMP – Network Data Management Protocol  
NFS – Network File System  
SAS – Serial Attached SCSI  
SATA – Serial Advanced Technology Attachment  
SSD – Solid State Drive  
TB – Terabyte  
VAAI – vStorage APIs for Array Integration



Quote for WV RFQ ISCL0083: EMC VNX5300

EMC <sup>2</sup>		where information lives					
176 SOUTH ST HOPKINTON, MA 01748 United States							
Prepared For: WEST VIRGINIA, STATE OF Michael Ebert	Bill To: WEST VIRGINIA, STATE OF Michael Ebert	Ship To: WEST VIRGINIA, STATE OF Michael Ebert	Install: WEST VIRGINIA, STATE OF Michael Ebert				
1900 KANAWHA BLVD E CHARLESTON, WV 25305 US		1900 KANAWHA BLVD E CHARLESTON, WV 25305 US					
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total State of WV Price (USD)
State of WV OT VNX5300 with 25TBs (300GB and 1TB drives)							
SYSTEM PSI FOR VNX 5300							
1	1	VNX530153015	VNX5300 DPE:15X3.5 DRIVES EMC RACK	EA	14,599	30%	10,219
2	1	VNXRACK-40US	VNX 40U RACK WITH CONSOLE	EA	1,680	30%	1,176
3	5	V31-DAE-R-15	3U DAE WITH 15X3.5 INCH DRIVE SLOTS WITH	EA	11,800	30%	8,260
4	1	VNX5300CS	VNX5300 CONTROL STATION - EMC RACK	EA	0	0%	0
5	1	VNX5300CS2	VNX5300 CONTROL STATION - 2ND CS - EMC	EA	1,309	30%	916
6	2	VDMM1GCUAS	1GBE DM MODULE 4 PORT FOR VNX5300	EA	2,000	30%	1,400
7	1	VNX5300DM	VNX5300 ADD ON DATA MOVER+FC SLIC-EMC	EA	1,499	30%	1,049
8	1	VNX5300DME	VNX5300 DME: 1 DATA MOVER+FC SLIC-EMC	EA	0	0%	0
9	47	V3-VS10-300	3.5 IN 300GB 10K 8GB SAS DISK DRIVE	EA	25,615	30%	17,907
10	22	V3-VS07-010	1TB 7200RPM 6GB SAS DISK DRIVE	EA	10,560	30%	7,392
11	1	VNXFC5FP5	ADDITIONAL 8 G FC SFP FOR VNX 51/53	EA	400	30%	280
12	1	PW40UJUD-USS	RACK 40U-60 PWR CORD US	EA	460	30%	322
13	1	VNX53-KIT	DOCUMENTATION KIT FOR VNX5300	EA	0	0%	0
14	1	VNXSPSAS	2ND OPTIONAL SPS FOR VNX 51/53	EA	492	30%	344
15	1	VSPMXG2AS	VNX5300 2 PT OP 10G ISCSI IO MOD PR-SFP	EA	6,000	60%	2,400
1	1	UNIU-V53	UNISPHERE UNIFIED & VNX OE VNX5300	EA	8,194	30%	5,736
2	1	BASEP-V53	BASE FILE LICENSE (CIFS AND FTP) FOR	EA	0	0%	0
3	1	ADVP-V53	ADV FILE LICENSE (NFS: MPFS AND PNFS) FOR	EA	0	0%	0
1	1	PS-PKG-MRUD	RACK: STACK AND IMPLEMENT FOR VNX	EA	6,060	0%	6,060
1	1	M-PREHW-001	PREMIUM HARDWARE SUPPORT: 60 months	EA	8,151	30%	5,706
2	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT: 60 months	EA	7,375	30%	5,162
3	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA	6,676	30%	4,673
Configuration Sub-total							
Hardware Sub-total					\$ 76,414	32%	\$ 51,665
Software Sub-total					\$ 8,194	30%	\$ 5,736
Services Sub-total					\$ 6,060	0%	\$ 6,060
Maintenance and Warrantv Uoorage Sub-total					\$ 22,202	30%	\$ 15,541
<b>Configuration Total</b>					<b>\$ 112,870</b>	<b>30%</b>	<b>\$ 79,002</b>
MISCELLANEOUS							
1	1	MISC	VSPMXG2AS - VNX5300 2 PT OP 10G ISCSI IO	EA	6,000	30%	4,200
1	60	CE-DIRREG01	DIRECT REGISTRATION (EMC) TRAINING for 2	EA	6,000	0%	6,000
Proposal Summary							
Hardware Summary					\$ 82,414	32%	\$ 55,865
Software Summary					\$ 8,194	30%	\$ 5,736
Services Summary					\$ 12,060	0%	\$ 12,060
Prepaid HW Maintenance Summary					\$ 8,151	30%	\$ 5,706
Prepaid SW Maintenance Summary					\$ 7,375	30%	\$ 5,162
HW Warrantv Uoorage Summary					\$ 6,676	30%	\$ 4,673
Total Products (USD)					\$ 89,202		
Total Freight (USD)					\$ 620		
Total Price (USD)					\$ 89,822		

Quote for WV RFQ ISCL0083: VNX 5500

EMC <sup>2</sup>		where information lives					
178 SOUTH ST HOPKINTON, MA 01748 United States							
Prepared For:	Bill To:	Ship To:	Install:				
WEST VIRGINIA, STATE OF	WEST VIRGINIA, STATE OF	WEST VIRGINIA, STATE OF	WEST VIRGINIA, STATE OF				
1900 KANAWHA BLVD E CHARLESTON, WV 25305 US	304-5585472 1900 KANAWHA BLVD E CHARLESTON, WV 25305 US	304-5585472 1900 KANAWHA BLVD E CHARLESTON, WV 25305 US	1900 KANAWHA BLVD E CHARLESTON, WV 25305 US				
Line #	Qty	Product ID	Description	Units	Total List Price (USD)	Discount	Total State of WV Price (USD)
<b>VNX 5500 with 15TB File and 10TB Block (300GB and 1TB Drives)</b>							
<b>SYSTEM      PSI VNX 5500</b>							
1	1	VNX5500DP15	VNX5500 DPE: 15X3.5 DRIVE SLOTS-EMC RACK	EA	15,938	50%	7,969
2	1	VNXRACK-40U	VNX 40U RACK WITH CONSOLE	EA	2,822	50%	1,461
3	5	VNX6GSDAE15	VNX 15X3.5 IN 6GB SAS EXP DAE -EMC RACK	EA	20,520	50%	10,260
4	22	VX-VS07-010	VNX 1TB NL SAS DRV-15X3.5IN DRV DPE/DAE	EA	16,720	50%	8,360
5	1	VNXCS	VNX CONTROL STATION-EMC RACK	EA	0	0%	0
6	1	VNXCS2	VNX 2ND CONTROL STATION-EMC RACK	EA	2,276	50%	1,138
7	2	VDMM1GCCUA	VNX 1GBASE-T DM MODULE 4 PORT	EA	3,478	50%	1,738
8	1	VNX5500DM	VNX5500 ADD ON DATA MOVER+FC SLIC-EMC	EA	5,598	50%	2,799
9	1	VNX5500DME	VNX5500 DME: 1 DATA MOVER+FC SLIC-EMC	EA	0	0%	0
10	51	VX-VS15-300	300GB 15K 520BPS 6GB SAS 3.5 CARRIER	EA	50,235	50%	25,092
11	1	V-VX-VS1530	3.5 IN 300GB 15K VAULT PACK FOR 6GSDAE-15X3.5in DPE	EA	3,935	50%	1,967
12	1	PW40U-60-USV	CAB QUAD POWER CORD US TWISTLOCK	EA	800	50%	400
13	1	VNX55-KIT	DOCUMENTATION KIT FOR VNX5500	EA	0	0%	0
14	1	VNXFGSFP	ADDITIONAL 8 G SFP FOR VNX5500	EA	696	50%	348
15	2	VSPMXG2A	VNX 2 PT OP 10G ISCSI IO MOD PR-SFP	EA	20,870	50%	10,434
1	1	UNIUV55	UNISPHERE FOR UNIFIED FOR A VNX-5500	EA	19,304	50%	9,652
2	1	BASEP-V55	BASE FILE LICENSE (CIFS AND FTP) FOR	EA	0	0%	0
3	1	VNXOE-55	VNX OE LICENSE MODEL FOR VNX5500	EA	0	0%	0
4	22	VNXOECAPT8	VNX OE PER TB HIGH CAPACITY FOR	EA	10,382	50%	5,170
5	15	VNXOEPERFT8	VNX OE PER TB PERFORMANCE FOR	EA	16,365	50%	8,175
1	1	PS-PKG-MRUD	RACK: STACK AND IMPLEMENT FOR VNX	EA	6,060	0%	6,060
1	1	M-PREHW-001	PREMIUM HARDWARE SUPPORT: 60 months	EA	15,444	50%	7,722
2	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT: 60 months	EA	21,115	50%	10,558
3	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	EA	12,632	50%	6,316
<b>Configuration Sub-total</b>							
<b>Hardware Sub-total</b>					<b>\$ 143,988</b>	<b>50%</b>	<b>\$ 71,966</b>
<b>Software Sub-total</b>					<b>\$ 46,031</b>	<b>50%</b>	<b>\$ 22,997</b>
<b>Services Sub-total</b>					<b>\$ 6,060</b>	<b>0%</b>	<b>\$ 6,060</b>
<b>Maintenance and Warranty Upgrade Sub-total</b>					<b>\$ 49,191</b>	<b>50%</b>	<b>\$ 24,596</b>
<b>Configuration Total</b>					<b>\$ 245,270</b>	<b>49%</b>	<b>\$ 125,619</b>
<b>MISCELLANEOUS</b>							
1	60	CE-DIRREG01	DIRECT REGISTRATION (EMC)	EA	6,000	0%	6,000
<b>Proposal Summary</b>							
<b>Hardware Summary</b>					<b>\$ 143,988</b>	<b>50%</b>	<b>\$ 71,966</b>
<b>Software Summary</b>					<b>\$ 46,031</b>	<b>50%</b>	<b>\$ 22,997</b>
<b>Services Summary</b>					<b>\$ 12,060</b>	<b>0%</b>	<b>\$ 12,060</b>
<b>Prepaid HW Maintenance Summary</b>					<b>\$ 15,444</b>	<b>50%</b>	<b>\$ 7,722</b>
<b>Prepaid SW Maintenance Summary</b>					<b>\$ 21,115</b>	<b>50%</b>	<b>\$ 10,558</b>
<b>HW Warranty Upgrade Summary</b>					<b>\$ 12,632</b>	<b>50%</b>	<b>\$ 6,316</b>
<b>Total Products (USD)</b>					<b>\$ 131,619</b>		
<b>Total Freight (USD)</b>					<b>\$ 290</b>		
<b>Total Price (USD)</b>					<b>\$ 131,909</b>		

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 owed 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: [Signature] Date: 6/27/2011

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of JUNE, 2011.

My Commission expires Oct. 31, 2011.

[Signature]

AFFIX SEAL HERE

NOTARY PUBLIC



**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. **RECOUPMENT** - 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: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Company Name: EMC Corporation

Signed: [Signature]

Title: Senior Account Executive

Date: 6/24/2011