

TABLE OF CONTENTS



221 East Fourth Street
Cincinnati OH 45202

03/08/16 11:03:55
MU Purchasing Division

1	EXECUTIVE SUMMARY
2	ADDENDUM #1
3	PURCHASING DIVISION DOCUMENT DESCRIPTION
4	SPECIFICATION DESCRIPTIONS
5	ATTACHMENT B - VENDOR INFORMATION
6	ATTACHMENT A - PRICING PAGE
7	GENERAL TERMS AND CONDITIONS
8	PURCHASING AFFIDAVIT
9	VENDOR PREFERENCE CERTIFICATE
10	



March 08, 2016

Cincinnati Bell Technology Solutions
221 East Fourth Street
Cincinnati, Ohio 45201-2301

Dear Purchasing Department,

Cincinnati Bell Technology Solutions (CBTS) wants to thank the State of West Virginia for the opportunity to respond to its Primary Backup System Replacement RFQ. CBTS looks forward to partnering with the State of West Virginia to deliver a Hewlett Packard Enterprise (HPE) Unified Data Backup Solution to move data, manage data growth and protect critical business information.

Our objective is to provide the State of West Virginia with a replacement backup solution for your current Avamar/EMC backup system currently located in two locations: State Capitol Complex and Flatwoods Data Center. CBTS has reviewed your requirements and recommends HPE's "StoreOnce 4900" for each location with "HPE Data Protector" software to handle all policies, automation of the backups and replication.

Why HPE StoreOnce Backup?

As data continues to grow exponentially, IT managers continue to look for efficient, cost-effective solutions to manage this growth and protect critical business information. Data protection challenges affect nearly all businesses—small, medium-sized, and large enterprises. Meeting shrinking backup windows and ensuring enhanced disaster recovery, remote office data protection, and data restoration are critical needs. In addition, to help reduce the capacity required to store information, deduplication technology is a must-have for businesses.

State of West Virginia needs a deduplication solution that simplifies management of your IT infrastructure, enables shorter backup windows, and enables faster data restoration. Such a solution is HPE StoreOnce Backup systems, based on the HPE StoreOnce Federated deduplication technology developed within Hewlett Packard Enterprise (HPE) Labs. Using a single deduplication algorithm, HPE StoreOnce Backup works across State of West Virginia's enterprise data protection hardware and software platforms. HPE StoreOnce Backup seamlessly integrates with your existing backup applications, enabling flexible integration in both SAN and virtualized environments. HPE StoreOnce Backup Systems are designed to deliver enterprise-wide data.

Features and Benefits

Federated Deduplication

HPE StoreOnce Backup delivers a unified solution for seamless data movement across the enterprise with cost-effective virtual backup machines ideal for smaller remote offices, high performance, dedicated appliances for larger sites, and highly scalable, powerful systems for your data center. Federated deduplication is supported by HPE Data Protector and many of HPE StoreOnce Backup's data protection software partners, such as Symantec NetBackup, Symantec Backup Exec, BridgeHead Software, and using HPE StoreOnce plug-ins for direct backup from Oracle RMAN and Microsoft SQL Server.

Scalability without Planned Downtime

HPE StoreOnce Backup's scale-out architecture allows State of West Virginia to grow as your business needs dictate, and not be limited by technology or vendor constraints. Choose capacity points available through virtual backup solutions or dedicated appliances that start small and allow State of West Virginia to add in virtual capacity, shelves, or nodes as needed.

Backup with Industry Leading performance

Hewlett Packard Enterprise offers industry-leading restore speeds with its StoreOnce product line; up to 119% of ingest performance in the high end appliance. This ensures when you have a system failure you can restore your data in the shortest time possible and minimize downtime

- Up to 22 TB/hr backup speeds with HPE StoreOnce 4900 and 5100

Why choose HPE Data Protector

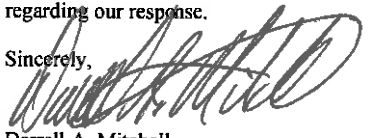
HPE Big Data believes that in your data center—where data is growing exponentially and infrastructure has to scale in all directions—the backup and recovery approach you rely on must provide a high degree of intelligence and automation to address your needs today and into the future. With this understanding, HPE Adaptive Backup and Recovery offers a game-changing technology that combines adaptive intelligence and advanced application and infrastructure integration to help State of West Virginia gain transparency, predictability, and business resiliency within your IT environments.

As an industry leader in information management, governance, and analytics, HPE is the only vendor that delivers a full portfolio of solutions, from software to hardware, storage, networking, professional services, support, and education. They offer a proven, long-standing reputation in the backup and recovery market, with more than 60,000 customers world-wide trusting HPE Autonomy solutions and advice to safeguard their information—the most vital asset in most businesses today.

HPE brings years of expertise and experience working with IT organizations to solve their data protection and management challenges. HPE also has a strong history of delivering breakthrough technology to solve evolving backup needs for IT organizations.

We are energized by the potential of this partnership, and we look forward to discussing the full value of selecting CBTS. Please contact us if you have any questions regarding our response.

Sincerely,



Darrell A. Mitchell
Solution Sales
513-841-6250

SOLICITATION NUMBER: CRFQ ISC1600000007
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

Addendum #1 issued to:

1. Provide responses to technical questions.

End of Addendum #1.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**CRFQ ISC16-07 Replacement solution for State's primary backup system
Vendor Questions and WVOT Responses
2/22/16**

Question 1:

4.1.1.1 For SW maintenance is it to be up front, or yearly renewal?

WVOT Response 1:

Software maintenance costs must be provided on a yearly renewal basis.

Question 2:

4.1.1.3 - the line says 1GB connection: Is the connection between sites 1 GIGABYTE per second or 1 GIGABIT?

WVOT Response 2:

Communication speeds are measured in gigabits.

Question 3:

Is any WAN optimization in place?

WVOT Response 3:

No.

Question 4:

How much of the inter-site link will be available? (percentage?)

WVOT Response 4:

All of the available bandwidth is shared between the Charleston and Flatwoods sites. There is no allocation or dedicated bandwidth for any application or service. No statistics are available for the amount of bandwidth in use, so 1 GB can be assumed for the purposes of this RFQ.

Question 5:

4.1.1.4. Deduplication: Does this mean both HW and SW deduplication must both be in the configuration?

WVOT Response 5:

No. The requirement of the specification is only that deduplication must be provided. The manner and method in which it is to be provided is not mandated by the specification.

Question 6:

4.1.1.5: Does encryption in flight include encryption from the NDMP source or client nodes to the backup server, or just between the sites replication?

WVOT Response 6:

Encryption in flight means data being passed from NDMP source and client nodes to the backup device, as well as between sites involved in the replication process.

**CRFQ ISC16-07 Replacement solution for State's primary backup system
Vendor Questions and WVOT Responses
2/22/16**

Question 7:

4.1.2.1 Does the training need to be onsite, or can it be offsite?

WVOT Response 7:

Training must be on site in Charleston, W. Va. It can include remote or distance learning techniques incorporating on-line instruction.

Question 8:

4.1.3.2: Can we have an expanded explanation of what is meant by 1 hour critical support?

WVOT Response 1:

Vendor must provide engagement with support or technical personnel within one hour of notification of critical outages which cause unavailability of backup, restore or replication functions for multiple users of this system. A simple call-back or acknowledgement does not meet this specification. Support or technical personnel must be available for and engage in telephone or on-line support activity with the State within one hour of being notified of a major system outage.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Cincinnati Bell Technology Solutions Inc.

Company

Don J. VanDon

Authorized Signature

March 3, 2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation

Proc Folder: 162343

Doc Description: Replacement solution for State's primary backup system

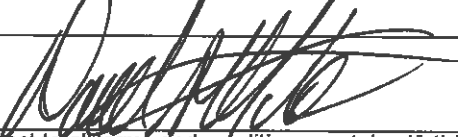
Proc Type:

Date Issued	Solicitation Closes	Solicitation No	version
		CRFQ 0210 ISC1600000007	1

BIDRECEIVINGLOCATION
 BIDCLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Cincinnati Bell Technology Solutions
 221 East Fourth Street
 Cincinnati, Ohio 45201-2301
 513-841-6250

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

Signature X  F# _____ DATE 3-8-2016

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

ADDITIONAL INFORMATION:

The West Virginia Office of Technology (WVOT) requests quotations for replacement of its Avamar backup hardware and software system.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVDE, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM 8110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Cost of System	1.00000	JOB		\$1,946,493.00

Comm Code	Manufacturer	Specification	Model#
71151106	Hewlett Packard Enterprise	Primary Backup System	StoreOnce 4900 and Data Protector

Extended Description :
Total Cost of New System

SCHEDULE OF EVENTS

Event	Event Date
Technical Questions Due	2016-02-22

REQUEST FOR QUOTATION
Backup System Replacement RFQ

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Office of Technology (WVOT) requests quotations for replacement of its Avamar backup hardware and software system.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** means to replace the current Avamar hardware and system as more fully described by these specifications.

 - 2.2 **"EMC"** means EMC Corporation, a vendor of the Avamar backup system.

 - 2.3 **"EMC VNX5700"** is a high performance and low latency storage system from EMC.

 - 2.4 **"GB"** means Gigabyte. A gigabyte is a measure of computer data storage capacity.

 - 2.5 **"Grid"** means a combination of storage devices, utility nodes, and switches.

 - 2.6 **"NDMP"** means Network Data Management Protocol, which is a means of transporting data between network attached storage devices and backup devices.

 - 2.7 **"PB"** means Petabyte. A petabyte is a measure of computer data storage capacity.

 - 2.8 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Attachment A, upon which Vendor should list its proposed price for the Contract Items.

 - 2.9 **"SAN"** means Storage Area Network. SAN is a network that provides access to consolidated, block level data storage.

 - 2.10 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that are published by the Purchasing Division.

 - 2.11 **"TB"** means Terabyte. A terabyte is a measure of computer data storage capacity.

REQUEST FOR
QUOTATION
**Backup System
Replacement RFQ**

3. CURRENT ENVIRONMENT:

3.1 The State currently owns three (3) Avamar hardware and software systems. Two of these are Avamar Generation 3 grids with one Generation 4 NDMP node, each with 24 TB of storage capacity, located in the Data Center in Building 6 on the State Capitol Complex in Charleston, WV. The third grid is located at the State's Secondary Data Center in Flatwoods, WV. This grid is a Generation 4 grid with 72 TB of storage capacity, consisting of a utility node and nine data storage nodes (7.8 TB each). There is currently no data replication between any of these grids. All three grids are being used for primary backups. The grids are currently running Avamar software version 6.1.1-87. Each grid also includes network switches.

4. GENERAL REQUIREMENTS:

4.1 Mandatory Contract Item Requirements: The Vendor must provide all hardware, software, and services necessary to replace the existing Avamar systems. Contract Item must meet or exceed the mandatory requirements listed below.

4.1.1 General Vendor Specifications

4.1.1.1 The Vendor must list the costs of all items (hardware, software, and services) being bid in its response to this solicitation in Attachment A. This list must also include the total cost of the bid including a four-year warranty.

See Attachment A

4.1.1.2 The new system at each location (Charleston and Flatwoods) must protect a minimum of 150 TB of production data. This data will be backed up daily, and have a 30-day retention period. The protection of 150 TB of production data must include a logical protection of 4.5 PB of data (150TB per day x 30-day retention at both the Charleston and Flatwoods locations).

Each StoreOnce 4900 is comprised of 60TB base and (8) 44TB Capacity upgrade kits totaling 324TB of Usable storage. With 3.5% daily change, the total storage needed over 30 days will be 307TB of protected storage.

- 4.1.1.3 Must provide automated replication of backed-up data between both sites (Charleston and Flatwoods). The system capabilities for both sites must be equal. Both sites must be capable of performing backups, and of sending and receiving replicated data to and from the other site. The daily replication window will be 7:00 am – 5:00 pm. The current line speed between the two sites is 1GB. The current average change rate is approximately 3.5% per day.

Each StoreOnce 4900 is comprised of 60TB base and (8) 44TB Capacity upgrade kits totaling 324TB of Usable storage. With 3.5% daily change, the total storage needed over 30 days will be 307TB of protected storage. Automated retention and replication management across different backup media, storage tiers and locations for compliance and efficient long-term data retention, is one of the features that Data Protect has to offer.

- 4.1.1.4 Data Deduplication must be provided and supported by all devices and software in the new system.

HPE StoreOnce deduplication enables network efficient offsite data replication. All HPE StoreOnce systems use StoreOnce Federated data deduplication to significantly reduce the amount of data that needs to be replicated, enabling the use of lower bandwidth, lower cost links to transmit data offsite.

With HPE StoreOnce Catalyst, movement of deduplicated data across the enterprise is even easier. There's no need to deduplicate and rehydrate at each step, data can be replicated from these sites to a central data center or disaster recovery site in deduplicated form, reducing network bandwidth requirements. All backup and replication jobs may be seamlessly managed by the backup application at your central data center.

Ref. HPE StoreOnce Systems Pg.5

- 4.1.1.5 The new system must allow for encrypting data that is backed up, both in flight and at rest, at the discretion of WVOT .

The HPE StoreOnce Security Pack provides for Data at Rest and Data in Flight encryption which prevents unauthorized access to data on disk that has been lost, stolen, or discarded, as well as, data being transmitted between devices. It also offers secure erase

functionality. These functions can be configured on an application or store basis and are not restricted to the whole appliance. HPE StoreOnce Security pack is available for all HPE StoreOnce products.

NOTE: ** Data in Flight encryption via IPSec is supported on StoreOnce Catalyst only. In addition, write performance may be impacted, however performance improvements should be seen after first ingest.

Ref. HPE StoreOnce Systems Pg.6

4.1.1.6 Of the 150TB of production data referenced in 4.1.1.3, must be capable of protecting a combined 100 TB of SAN data via NDMP from an EMC VNX5700 located in the Charleston Data Center and an EMC VNX5500 located in the Flatwoods Data Center.

The Data Protector software product structure and licensing consists of three main categories, one of which is the Data Protector Functional Extensions. This license is required for NAS systems managed via or NAS systems requiring a Data Protector proprietary Device Server.

Ref. HPE Data Protector software Pg.22

4.1.1.7 Must be capable of backing up data on the following operating systems and environments running on all capable hardware platforms :

- 4.1.1.7.1** AIX 6.1 and later
- 4.1.1.7.2** HP-UX version 11 iv3 and later
- 4.1.1.7.3** Red Hat Enterprise Linux v4 and later
- 4.1.1.7.4** SUSE Linux 9 and later
- 4.1.1.7.5** VMWare ESX
- 4.1.1.7.6** Windows Server 2003 and later

The listed environments are supported on StoreOnce as it pertains to the requirements. The full list of supported platforms is located in the document under the referenced page.

Linux Red Hat/SUSE/Debian/OEL/CentOS
IBM AIX
Windows /XP/2003/2008/Vista/7/2008 R2/2012/2012 R2
HPE-UX
NFS/shared disk
CIFS
NDMP NAS filer

Ref. HPE Data Protector software Pg.12

4.1.1.8 Must be capable of backing up the following applications and data. The client's production

environments must run uninterrupted during this process.

- 4.1.1.8.1 Oracle IOgR 1 and later
- 4.1.1.8.2 SharePoint 2010 and later
- 4.1.1.8.3 SQL Server 2005 and later

The listed environments are supported on StoreOnce as it pertains to the requirements. The full list of supported platforms is located in the document under the referenced page.

Oracle®
MS SQL
MS SharePoint
Ref. HPE Data Protector software Pg.12

4.1.1.9 Must support 'on-demand' client backups and file restores.

Application consistent recovery: leading business application integrations extend backup, automated point-in-time recovery, and granular restores to application owners enabling them to manage, drive and service their own backup and recovery requirements based on the backup infrastructure defined by IT
Ref. HPE Data Protector software Pg.1

4.1.1.10 Must support ad-hoc data restores from any previous backup within any defined retention period.

Application consistent recovery: leading business application integrations extend backup, automated point-in-time recovery, and granular restores to application owners enabling them to manage, drive and service their own backup and recovery requirements based on the backup infrastructure defined by IT
Ref. HPE Data Protector software Pg.1

4.1.1.11 Must support ad-hoc data restores of any individual database, folder, or file that has been backed up.

Application consistent recovery: leading business application integrations extend backup, automated point-in-time recovery, and granular restores to application owners enabling them to manage, drive and service their own backup and recovery requirements based on the backup infrastructure defined by IT
Ref. HPE Data Protector software Pg.1

4.1.1.12 WVOT must be able to monitor usage throughout its monthly billing periods. Usage information must be detailed and metered so that each protected client can be tracked by the amount of data protected. A single monthly usage figure

without detail is not acceptable.

Monitor multiple StoreOnce appliances through a single interface with StoreOnce Reporting Central, a default feature shipped with all HPE StoreOnce Systems within the StoreOnce GUI. Reporting Central provides a rolled up status of up to 20 registered StoreOnce appliances in a single pane of glass and allows drill-down reporting into areas of interest such as deduplication ratio, capacity usage for StoreOnce Catalyst stores, VTL libraries, NAS shares, read/write throughput, replication throughput, stream count, CPU, memory, disk I/O and networking and FC channel utilization. Reports for a desired time frame can be exported to a CSV or PNG format file.

Ref. HPE StoreOnce Systems Pg.31

4.1.2 Training

- 4.1.2.1** The Vendor must provide a minimum of 3 days of on-site training (8 hours per day) for a minimum of three (3) end-users. Training will cover the operational use of equipment and software. Travel costs and accommodations must be included in the overall cost of the new system.

The training that is provided with this solution is Big Data Training from HP. This includes 36 credits which covers 3 people training to cover the management and administration of the StoreOnce and Data Protector.

4.1.3 Service and Support Level

- 4.1.3.1** The Vendor must warrant the new system for a period of forty-eight (48) months, effective upon acceptance of the equipment by the Agency. During this 48-month period, the Vendor shall make any necessary repairs, replace any defective parts, perform preventive maintenance, install engineering changes and modifications to hardware and software and otherwise maintain the system at no additional cost to the Agency.

Syr Proactive Care has been issued to this solution to provide 48 months coverage plus any extra time during installation or any migration that may take effect after 48 months. Proactive Care consists of 4hr 24x7 service on all hardware and software.

- 4.1.3.2** The Vendor must provide escalating, multilevel support services. This service must be 24 hours a day, 7 days a week, 365 days a year (phone, email, chat), with a non-critical response time of four (4) hours, and a critical response time of one (1) hour. The determination of what qualifies as a critical event is at the sole discretion of the WVOT.

5yr Proactive Care has been issued to this solution to provide 48 months coverage plus any extra time during installation or any migration that may take effect after 48 months. Proactive Care consists of 4hr 24x7 service on all hardware and software. Meet all requirements requested.

4.1.4 Specification for System Acceptance

4.1.4.1 The agency will formally accept the system after the hardware and software have been installed and confirmed to be working properly for 30 days without any problems, outages or failures. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system, thereby beginning the forty-eight (48) months of warranty as specified in Section 4.1.3.1.

5. CONTRACT AWARD:

- 51 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 52 Pricing Page: The Vendor must complete the Pricing Page (Attachment A) by entering the total price for the system (including delivery, installation, testing, training, and 48-month warranty). The Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.
- 5.2.1 The Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.L.Gale@wv.gov.

VENDOR'S WHO WISH TO RESPOND TO A CENTRALIZED REQUEST FOR QUOTATION (CRFQ) ONLINE MAY SUBMIT INFORMATION THROUGH THE STATE'S WVOASIS VENDOR SELF SERVICE (VSS). VENDORS SHOULD DOWNLOAD THE ATTACHMENT '4': PRICING PAGE THAT IS ATTACHED SEPARATELY TO THE CRFQ AND PUBLISHED TO THE VSS. VENDORS MUST COMPLETE THIS FORM WITH THEIR PRICE INFORMATION AND INCLUDE IT AS AN ATTACHMENT TO THEIR ONLINE RESPONSE WITH AN ATTACHMENT TYPE OF "PRICING". THE PRICING PAGE ATTACHMENTS (PRICING) ARE THEN DOWNLOADED

REQUEST FOR QUOTATION
Backup System Replacement RFQ

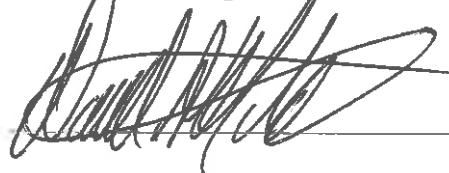
ATTACHMENT B - VENDOR INFORMATION

Vendor Name Cincinnati Bell Technology Solutions

Vendor Address 221 East Fourth Street, Cincinnati, Ohio 45201-2301

Vendor Contact Darrell A. Mitchell

Vendor E-Mail Address Darrell.Mitchell@CBTS.Net



Vendor Signature

3-8-2016

Date

REQUEST FOR QUOTATION
Backup System Replacement RFQ

ATTACHMENT A -Pricing Page

NOTE: Enter "0" or "zero" for any no-cost line items. Blank fields will be interpreted as no-cost. **“See Attached Configuration”**

Description: Replacement solution for State's primary backup system	Cost
Total Cost of new system	
Grand Total Cost	\$1,946,493.00



State of West Virginia
March 7, 2016

Part #	Description	Qty	List Each	Extend List	Cost Each	Cost Extended
BW904A	HP 42U 600x1075mm Enterprise Shock Rack	1	2,199	2,199	991	591
BW904A 001	HP Factory Express Base Racking Service	1	300	300	135	135
BB904A	HP StoreOnce 4900 60TB Drw/Cap Upg Kit	1	70,550	70,550	24,874	24,874
BB904A 0D1	Factory integrated	1	-	-	-	-
BB903A	HP StoreOnce 4900 60TB Backup System	1	136,950	136,950	59,303	59,303
BB903A 0D1	Factory integrated	1	-	-	-	-
H5M58A	HPE Basic 4.9kVA/L6-30P/C13/NA/J PDU	2	279	558	126	252
H5M58A 0D1	Factory integrated	2	-	-	-	-
BW932A	HP 600mm Rack Stabilizer Kit	1	229	229	97	97
BW932A B01	Include with complete system	1	-	-	-	-
BW906A	HP 42U 1075mm Side Panel Kit	1	399	399	192	193
BW906A 0D1	Factory integrated	1	-	-	-	-
BB906AAE	HPE StoreOnce 4900/5500 Catalyst E-LTU	1	31,125	31,125	6,776	6,776
BB907AAE	HPE StoreOnce 4900/5500 Sec Pack E-LTU	1	10,375	10,375	2,259	2,259
BB908A	HP StoreOnce 4900 44TB Cap Upgrade Kit	8	62,250	498,000	13,551	108,409
H1K92A5	HPE 5Y Proactive Care 24x7 Service	1	-	-	-	-
H1K92A5 SSS	HP StoOne 4900 60TB BU System Supp	1	58,938	58,938	20,845	20,845
H1K92A5 SSV	HP StoOne 4900 44TB Cap Exp Supp	8	29,403	235,224	10,399	83,193
H1K92A5 SSW	HP StoOne 4900 60TB Drw/Cap Upg Kit Supp	1	31,565	31,565	11,164	11,164
H1K92A5 SSS	HP StoOne AEE 4900 Catalyst LTU SW Supp	1	31,877	31,877	14,495	14,496
H1K92A5 SSZ	HP StoOne 4900 Security Pack LTU SW Supp	1	17,999	17,999	8,185	8,185
HA113A1	HPE Installation Service	1	-	-	-	-
HA113A1 5BY	Rack and Rack Options Installation	1	550	550	342	343
HA113A1 5KK	HPE StoreOnce Basic Installation SVC	8	500	4,000	308	2,466
HF383A1	HPE Training Credits for Storage SVC	6	900	5,400	888	5,329
HA124A1	HP Technical Installation Startup SVC	1	-	-	-	-
HA124A1 5T7	HPE StoreOnce Sing N Catalys Startup SVC	1	5,250	5,250	3,236	3,237
HA124A1 55Q	HPE StoreOnce System startup SVC	1	2,850	2,850	1,757	1,757
3W904A	HP 42U 600x1075mm Enterprise Shock Rack	1	2,199	2,199	991	991
BW904A 001	HP Factory Express Base Racking Service	1	300	300	135	135
BB904A	HP StoreOnce 4900 60TB Drw/Cap Upg Kit	1	70,550	70,550	24,874	24,874
BB904A 0D1	Factory integrated	1	-	-	-	-
BB903A	HP StoreOnce 4900 60TB Backup System	1	136,950	136,950	59,303	59,303
BB903A 0D1	Factory integrated	1	-	-	-	-
H5M58A	HPE Basic 4.9kVA/L6-30P/C13/NA/J PDU	2	279	558	126	252
H5M58A 0D1	Factory integrated	2	-	-	-	-
BW932A	HP 600mm Rack Stabilizer Kit	1	229	229	97	97
BW932A B01	Include with complete system	1	-	-	-	-
BW906A	HP 42U 1075mm Side Panel Kit	1	399	399	192	193
BW906A 0D1	Factory integrated	1	-	-	-	-
BB906AAE	HPE StoreOnce 4900/5500 Catalyst E-LTU	1	31,125	31,125	6,776	6,776
BB907AAE	HPE StoreOnce 4900/5500 Sec Pack E-LTU	1	10,375	10,375	2,259	2,259
BB908A	HP StoreOnce 4900 44TB Cap Upgrade Kit	8	62,250	498,000	13,551	108,409
H1K92A5	HPE 5Y Proactive Care 24x7 Service	1	-	-	-	-
H1K92A5 SSS	HP StoOne 4900 60TB BU System Supp	1	58,938	58,938	20,845	20,845
H1K92A5 SSV	HP StoOne 4900 44TB Cap Exp Supp	8	29,403	235,224	10,399	83,193
H1K92A5 SSW	HP StoOne 4900 60TB Drw/Cap Upg Kit Supp	1	31,565	31,565	11,164	11,164
H1K92A5 SSS	HP StoOne AEE 4900 Catalyst LTU SW Supp	1	31,877	31,877	14,495	14,496
H1K92A5 SSZ	HP StoOne 4900 Security Pack LTU SW Supp	1	17,999	17,999	8,185	8,185
HA113A1	HPE Installation Service	1	-	-	-	-
HA113A1 5BY	Rack and Rack Options Installation	1	550	550	342	343
HA113A1 5KK	HPE StoreOnce Basic Installation SVC	8	500	4,000	308	2,466
HA124A1	HP Technical Installation Startup SVC	1	-	-	-	-
HA124A1 5T7	HPE StoreOnce Sing N Catalys Startup SVC	1	5,250	5,250	3,236	3,237
HA124A1 55Q	HPE StoreOnce System startup SVC	1	2,850	2,850	1,757	1,757
BB618BAE	HP Data Prot Encrypt 10-servers E-LTU	7	2,456	17,192	1,240	8,683
TF544AAE	HP DP perTB 100-249 SW E-LTU	150	4,600	690,000	2,323	348,475
HM610A5	HPE SW Enterprise Standard 5yr Support	1	-	-	-	-
HM610A5 7RP	HP Software 7RP Supp	7	3,258	22,803	2,715	19,003
HM610A5 R1J	HP Software R1J Supp	150	6,078	911,655	5,065	759,719
H7D81A1	HP Data Protector Premium Install SVC	1	59,000	59,000	54,343	54,343
HM995A1	HP BigData Trng Units	36	250	9,000	269	9,675
755258-B21	HP DL360 Gen9 8SFP CTO Server	1	1,797	1,797	1,379	1,380
755258-B21 ABA	U.S. - English localization	1	-	-	-	-
755404-L21	HP DL360 Gen9 E5-2637v3 FIO Kit	1	1,479	1,479	1,135	1,136
755404-B21	HP DL360 Gen9 E5-2637v3 Kit	1	1,479	1,479	1,184	1,184
755404-B21 0D1	Factory integrated	1	-	-	-	-
726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	2	379	758	217	434
726719-B21 0D1	Factory integrated	2	-	-	-	-
652605-B21	HP 146GB 6G SAS 15K 2.5in SC ENT HDD	2	389	778	265	531
652605-B21 0D1	Factory integrated	2	-	-	-	-
652564-B21	HP 300GB 6G SAS 10K 2.5in SC ENT HDD	3	349	1,047	238	714
652564-B21 0D1	Factory integrated	3	-	-	-	-

Part#	Description	Qty	List Each	Extend List	Cost Each	Cost Extended
665243-B21	HP Ethernet 10Gb 2P 560FLR-SFP+ Adptr	1	679	679	463	463
665243-B21 OD1	Factory integrated	1	-	-	-	-
749974-B21	HP Smart Array P440ar/2G FIO Controller	1	649	649	442	443
665249-B21	HP Ethernet 10Gb 2P 560SFP+ Adptr	1	699	699	476	477
665249-B21 OD1	Factory integrated	1	-	-	-	-
734807-B21	HP 1U SFF Easy Install Rail Kit	1	100	100	68	69
734807-B21 OD1	Factory integrated	1	-	-	-	-
455883-B21	HP BLc 10G SFP+ SR Transceiver	4	849	3,396	533	2,133
455883-B21 OD1	Factory integrated	4	-	-	-	-
720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	2	309	618	211	422
720478-B21 OD1	Factory integrated	2	-	-	-	-
P8B31A	HP OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	1	449	449	345	345
755997-B21	MS WS12 R2 Std FIO Npi E/F/I/G/S SW	1	722	722	650	651
BD505A	HP iLO Adv incl 3yr TS U 1-Svr Lic	1	469	469	294	295
BD505A OD1	Factory integrated	1	-	-	-	-
HA114A1	HP Installation and Startup Service	1	-	-	-	-
HA114A1 5A0	HPE Startup Entry 300 Series OS SVC	1	1,525	1,525	1,122	1,123
H1K92A5	HPE 5Y Proactive Care 24x7 Service	1	-	-	-	-
H1K92A5 R2M	HPE iLO Advanced Non Blade - 3yr Support	1	109	109	72	72
H1K92A5 SVP	HP One View w/o llo Supp	1	356	356	235	235
H1K92A5 TT5	HPE ProLiant DL360 Gen9 Support	1	4,741	4,741	3,385	3,386
755258-B21	HP DL360 Gen9 8SFF CTO Server	1	1,797	1,797	1,379	1,380
755258-B21 ABA	U.S. - English localization	1	-	-	-	-
755406-L21	HP DL360 Gen9 E5-2643v3 FIO Kit	1	2,289	2,289	1,757	1,757
755406-B21	HP DL360 Gen9 E5-2643v3 Kit	1	2,289	2,289	1,832	1,833
755406-B21 OD1	Factory integrated	1	-	-	-	-
726719-B21	HP 16GB 2Rx4 PC4-2133P-R Kit	4	379	1,516	217	868
726719-B21 OD1	Factory integrated	4	-	-	-	-
652605-B21	HP 146GB 6G SAS 15K 2.5in SC ENT HDD	2	389	778	265	531
652605-B21 OD1	Factory integrated	2	-	-	-	-
652564-B21	HP 300GB 6G SAS 10K 2.5in SC ENT HDD	3	349	1,047	238	714
652564-B21 OD1	Factory integrated	3	-	-	-	-
764642-B21	HP DL360 Gen9 2P LP PCIe Slot CPU2 Kit	1	45	45	35	35
764642-B21 OD1	Factory integrated	1	-	-	-	-
665243-B21	HP Ethernet 10Gb 2P 560FLR-SFP+ Adptr	1	679	679	463	463
665243-B21 OD1	Factory integrated	1	-	-	-	-
749974-B21	HP Smart Array P440ar/2G FIO Controller	1	649	649	442	443
665249-B21	HP Ethernet 10Gb 2P 560SFP+ Adptr	1	699	699	476	477
665249-B21 OD1	Factory integrated	1	-	-	-	-
734807-B21	HP 1U SFF Easy Install Rail Kit	1	100	100	68	69
734807-B21 OD1	Factory integrated	1	-	-	-	-
AJ764A	HP 82Q 8Gb Dual Port PCI-e FC HBA	2	1,849	3,698	1,322	2,644
AJ764A OD1	Factory integrated	2	-	-	-	-
455883-B21	HP BLc 10G SFP+ SR Transceiver	4	849	3,396	533	2,133
455883-B21 OD1	Factory integrated	4	-	-	-	-
720478-B21	HP 500W FS Plat Ht Plg Pwr Supply Kit	2	309	618	211	422
720478-B21 OD1	Factory integrated	2	-	-	-	-
P8B31A	HP OV w/o iLO 3yr 24x7 FIO Phys 1 LTU	1	449	449	345	345
755997-B21	MS WS12 R2 Std FIO Npi E/F/I/G/S SW	1	722	722	650	651
BD505A	HP iLO Adv incl 3yr TS U 1-Svr Lic	1	469	469	294	295
BD505A OD1	Factory integrated	1	-	-	-	-
HA114A1	HP Installation and Startup Service	1	-	-	-	-
HA114A1 5A0	HPE Startup Entry 300 Series OS SVC	1	1,525	1,525	1,122	1,123
H1K92A5	HPE 5Y Proactive Care 24x7 Service	1	-	-	-	-
H1K92A5 R2M	HPE iLO Advanced Non Blade - 3yr Support	1	109	109	72	72
H1K92A5 SVP	HP One View w/o llo Supp	1	356	356	235	235
H1K92A5 TT5	HPE ProLiant DL360 Gen9 Support	1	4,741	4,741	3,385	3,386
TOTAL w/o Freight, Project Management				4,042,747		1,938,546
PROJECT MANAGEMENT						
CBTS PROJECT MGMT	CBTS PROJECT MANAGEMENT	30	-	-	165	4,950
FREIGHT						
Freight	Freight Charges	1	-	-	2,996	2,997
TOTAL Including Freight, Project Management						1,946,493

"Attention: Notification regarding General Terms and Conditions (Item #26 Warranty (a), (b) & (c))"

CBTS is a Hewlett Packard Enterprise Authorized Reseller and does not manufacture the equipment we resell or develop the software that we license. However, CBTS does pass through all equipment and software warranties as provided by the equipment manufacturer or software publisher.

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

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

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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. 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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. 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.

16. 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 §§ 148-1-6.1.e.

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

18. 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.

19. COMPLIANCE: 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.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

22. 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.

23. 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.

24. 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.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. 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.

27. 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.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. 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.

31. 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. 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.

32. 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.

33. 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.

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

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

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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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"). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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.

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.

CERTIFICATION AND SIGNATURE PAGE

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.

Cincinnati Bell Technology Solutions Inc.
(Company)

Don J. Verdon Donald J. Verdon, Director - Compliance
(Authorized Signature) (Representative Name, Title)

513-841-5141 513-731-4574 March 3, 2016
(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 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: Cincinnati Bell Technology Solutions Inc.
Authorized Signature: Donell J. Vanon Date: March 3, 2016

State of Ohio
County of Hamilton to-wit:

Taken, subscribed, and sworn to before me this 3 day of March, 2016
My Commission expires 8-29-2017, 2016

AFFIX SEAL HERE

NOTARY PUBLIC Denise Elminger

Purchasing Affidavit (Revised 07/01/2012)



Denise Elminger
Notary Public, State of Ohio
My Commission Expires 08-29-2017

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Cincinnati Bell Technology Solutions Inc. Signed: Don Q. J. Vancura
 Date: March 3, 2016 Title: Director - Compliance