



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header

List View

General Information

Procurement Folder: 209741

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0702

Vendor ID: 000000201523

SO Doc ID: TAX1600000006

Legal Name: AARONS PRODUCTS INC

Published Date: 5/23/16

Alias/DEA:

Close Date: 6/2/16

Total Bid: \$198,140.00

Close Time: 13:30

Response Date: 06/02/2016

Status: Closed

Response Time: 5:39

Solicitation Description: Addendum No. 01 - Backup Hardware Software System

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 209741

Solicitation Description : Addendum No. 01 - Backup Hardware Software System

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-06-02 13:30:00	SR 0702 ESR06021600000005847	1

VENDOR

000000201523
 AARONS PRODUCTS INC

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cost of System	1.00000	LS	\$198,140.000000	\$198,140.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description :	Total Cost of New Backup Hardware System
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Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 -- Info Technology

Proc Folder: 209741

Doc Description: Backup Hardware Software System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-09	2016-06-02 13:30:00	CRFQ 0702 TAX1600000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Prosource DBA Aaron's Business Solutions
 1041 8th Avenue
 Huntington, WV 25701
 P: 304-522-7022

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X

FEIN #

31-1149871

DATE

6/2/2016

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Tax Division to establish a contract for the one time purchase of a backup hardware and software system for the Agency. The backup system will be installed by the Agency in three (3) locations, which will be the Revenue Center in Charleston, WV, the Office of Technology, Data Center in Charleston, WV and at an offsite location in Clarksburg, WV. Installation of backup system is not part of this solicitation.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cost of System	1.00000	LS	\$198,140.00	\$198,140.00

Comm Code	Manufacturer	Specification	Model #
71151108	Dell	BH55	BH55.1

Extended Description :

Total Cost of New Backup Hardware System

See Attachment A for Pricing

TAX1600000008	Document Phase Draft	Document Description Backup Hardware Software System	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

See Attachment A for Pricing

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: **May 19, 2016 @ 9:00 AM EST.**

Submit Questions to: **Michelle Childers**
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: **Michelle.L.Childers@wv.gov**

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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

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

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

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 2, 2016 @ 1:30 PM EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

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

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

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

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

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

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Tax Division to establish a contract for the one time purchase of a backup hardware and software system for the Agency. The backup system will be installed by the Agency in three (3) locations, which will be the Revenue Center in Charleston, WV, the Office of Technology, Data Center in Charleston, WV and at an offsite location in Clarksburg, WV. Installation of backup system is not part of this solicitation.

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 a data backup system as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Data Deduplication”** is a specialized data compression technique for eliminating duplicate copies of repeating data. Related and somewhat synonymous terms are intelligent (data) compression and single-instance (data) storage.
 - 2.5 **“FIPS”** stands for federal information processing standards, which are U.S. government security standards that specify requirements for cryptography modules.
 - 2.6 **“ISCSI”** (internet small computer system interface) is an ip-based protocol standard for storage networking.
 - 2.7 **“NFS”** (network file system) is a distributed file system protocol allowing a user on a client computer to access files over a computer network.
 - 2.8 **“CIFS”** (common Internet file system) is the native file sharing protocol for Windows 2000 and later and allows file system shares across intranets and the Internet.
 - 2.9 **“Replication”** is the process of copying data within an array to another space within the same array, to a separate local array, or to a distant array. The purpose may be to relocate the data, to safeguard the data at a second location, or to locate the data at a secondary processing site so that operations may resume from there.

2.10 "TB" stands for terabyte, which is a multiple of the unit byte for digital information.

3. GENERAL REQUIREMENTS:

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

3.1.1 General Vendor Specifications

3.1.1.1 The West Virginia State Tax Division requires and will perform a criminal background check for each Vendor employee, as well as the employees of all sub-Vendors, who will be required to enter the State of West Virginia office buildings as part of this project. The West Virginia State Tax Division will not allow any Vendor or sub-Vendors access to the building until the background checks are completed and acceptable. At the beginning of the contract the Vendor will provide the Tax Division with the names, home addresses, home contact numbers, and work assignments of each employee who will be working under the contract for criminal background investigation purposes. Any changes, deletions, or additions to this list will be furnished immediately as they occur to the State Tax Division.

3.1.1.2 The vendor must list the costs of all items (hardware, software, and services) being bid in its response to this solicitation. This *must also include the total cost of the bid including a three year warranty.*

3.1.1.3 The new system at each location (Revenue Center in Charleston, WV, Office of Technology Data Center in Charleston, WV, and Clarksburg) must protect a minimum of 25 Terabytes (TB) of production data. This data will be backed up daily, and have a 30 day retention period. The protection of 25 TB of production data must include a logical protection of 750 TB. The Revenue Center will need to back up 8 TB daily, the Data Center will need to back up 17 TB daily, and the Clarksburg site will need to back up 25 TB daily.

3.1.1.4 Must provide automated replication of backed-up data between all 3 sites. All three sites must be capable of performing backups, and

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of sending and receiving replicated data to and from the other sites. The current line speed between the Revenue Center and the Office of Technology Data Center is 100 megabits, but an upgrade to a 1 gigabit circuit is currently underway.

3.1.1.5 Data deduplication must be provided and supported by all devices and software in the system.

3.1.1.6 The backup system must allow for encrypting data that is backed up, both in flight and at rest using FIPS 140-2-validated cryptographic libraries.

3.1.1.7 Must be capable of backing up data on the following Agency owned and operational operating systems and environments running on all capable hardware platforms.

3.1.1.7.1 HP-UX version v3 11.31 (ia64) and later

3.1.1.7.2 VMWare ESXi 6 and later

3.1.1.7.3 Windows Server 2003 and later

3.1.1.8 Must be capable of backing up the following Agency owned and operational application and data programs. The client's production environments must run uninterrupted during this process.

3.1.1.8.1 Oracle 10g and later

3.1.1.8.2 SQL Server 2000 and later

3.1.1.8.3 IBM DB2

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

3.1.1.10 Must support ad-hoc data restore from any previous backup within any defined retention period.

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

3.1.1.12 Must be capable of supporting or acting as a NFS mount point.

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3.1.1.13 Must be capable of supporting or acting as a CIFS mount point.

3.1.1.14 Must be capable of supporting or acting as an ISCSI mount point.

3.1.1.15 Backup system should be hard disk based. A magnetic tape solution will not be accepted.

3.1.2 Training

3.1.2.2 The Vendor must provide a minimum of three (3) days of on-site training (8 hours per day) for a minimum of three (3) End-Users in Charleston, WV. Training will cover the operational use of equipment and software. Travel costs and accommodations must be included in the overall cost of the backup system.

3.1.3 Service and Support Level

3.1.3.2 The Vendor must warrant and maintain the backup system for a period of thirty-six months (36) months, effective upon acceptance of the equipment by the Agency. During this thirty six (36) 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.

3.1.3.3 The Vendor must provide escalating, multilevel support services. This service must be twenty-four (24) hours a day, seven (7) days a week, three hundred-sixty-five (365) days a year (phone, email, chat), with a non-critical response time of four (4) hours, and a critical response time of two (2) hours. The determination of what qualifies as a critical event is at the sole discretion of the Agency.

3.1.4 Specifications for System Acceptance

The agency will formally accept the system after the hardware and software have been installed and confirmed to be working properly for thirty (30) consecutive 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 thirty-six (36) months of warranty as specified in 3.1.3.2.

Prior to an Acceptance of the system the following criteria must be also met; successful testing of all components, validating full functionality.

4. CONTRACT AWARD:

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

4.1.1 Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

4.1.2 Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

4.2 Pricing Page: Vendor should complete the Pricing Page by (Exhibit A) by entering the total price for the system (including delivery, training, and 36-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.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Vendor must submit Brand including Model Numbers of equipment they are submitting with their submitted Exhibit "A" response. This information must be submitted with their bid submission.

Vendor should provide product brochures with their submitted bid response. This information may be required before award of contract.

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Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self-Serve (VSS) system. Vendors should download the Exhibit "A" Price Page that is attached to this to the CRFQ and published to the VSS. Vendors must complete this form with their price information as well as Brand and Model of equipment being submitted and include as an Attachment with their online response.

If unable to respond online the Vendor must submit the Exhibit "A" Price Page with their submitted bid response prior to the scheduled bid opening date.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within thirty (30) calendar days after receiving a purchase order. Contract Items must be delivered between the hours of 9:00 A.M. and 3:00 P.M. to the Agency located at 1001 Lee Street, Charleston, WV 25301. Please note that the Charleston location does not have a loading dock.

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

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. Destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return

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within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7 VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

8 CONTRACT MANAGEMENT:

8.1 Contract Manager: During its performance of this Contract, Vendor must designate

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and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address and customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dan Winterhalter

Telephone Number: 304-522-7022

Fax Number: 304-525-3069

Email Address: dwinterhalter@totalresource.com



Attachment A

Backup Hardware Software System: West Virginia State Tax Division

Hardware:

Part No.	Description	QTY	Price	Extension
R730-BU	Dell R730 Backup Server	1	\$11,730	\$11,730.00
DR4300-18TB	Dell DR4300 Target Appliance – 18TB	1	\$22,900	\$22,900.00
DR4300-36TB	Dell DR4300 Target Appliance – 36TB	1	\$41,900	\$41,900.00
DR4300-54TB	Dell DR4300 Target Appliance – 54TB	1	\$62,000	\$62,000.00
Total Hardware Charges:				\$138,530.00

Software:

Part No.	Description	QTY	Price	Extension
NetVault50	Dell NetVault Backup – 50TB	1	\$50,850	\$50,850.00
Total Software Charges:				\$50,850.00

Training:

Part No.	Description	QTY	Price	Extension
TR3D	3 Day On-site Training & Impl. Assistance	1	\$8,760	\$8,760.00
Total Training Charges:				\$8,760.00

Total Price: \$198,140.00

- All-In Solution provides 1620 logical Terabytes of backup target space. This allows source-side deduplication to minimize network traffic during backups.
- Hardware Support: 3-Year Dell ProSupport Plus providing 24/7 phone support plus 4-hour on-site commitment with 2-hour on-site maintenance commitment for critical need
- Software Support: 3-Year Dell 24/7 Support with immediate Service Request creation, and 2-hour call back commitment for critical need situations
- The on-site three day Quickstart training will focus on verifying that the installation/configuration adheres to best practices. In addition, time will be allocated to review performance (make recommendations as needed) and to provide knowledge transfer on installation/configuration and tuning best practices.

WV-10
Approved / Revised
12/16/15

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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

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: AARON'S BUSINESS SOLUTIONS Signed: [Signature]
Date: 5/31/16 Title: CFO

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

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.

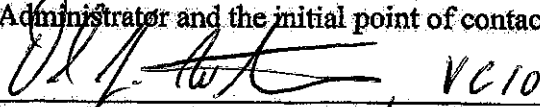
AARON'S BUSINESS SOLUTIONS
Company

[Signature], CFO
Authorized Signature


5/31/16
Date

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

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

 VCIO
 (Name, Title)
DAN WINTERHALTER, VCIO
 (Printed Name and Title)
1041 8TH AVE, HUNTINGTON, WV 25701
 (Address)
304-522-7022 / 304-525-3069
 (Phone Number) / (Fax Number)
dwinterhalter@totalprosource.com
 (email address)

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

AARON'S BUSINESS SOLUTIONS
 (Company)
 CFO
 (Authorized Signature) (Representative Name, Title)
PETER M. FINDLEY, CFO
 (Printed Name and Title of Authorized Representative)
5/31/16
 (Date)
513-769-0606 / 513-769-0080
 (Phone Number) (Fax Number)

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: AARON'S BUSINESS SOLUTIONS

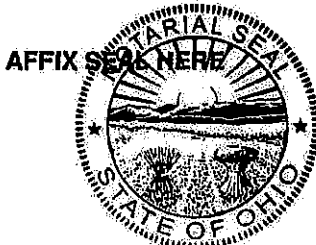
Authorized Signature: [Signature], CFO Date: 5/31/16

State of OHIO

County of WARREN, to-wit:

Taken, subscribed, and sworn to before me this 31st day of MAY, 2016

My Commission expires 9-22, 2016



Victoria L. Giordullo
Notary Public, State of Ohio
My Commission Expires 09-22-2016

NOTARY PUBLIC [Signature]



Attachment A

Backup Hardware Software System: West Virginia State Tax Division

Hardware:

Part No.	Description	QTY	Price	Extension
R730-BU	Dell R730 Backup Server	1	\$11,730	\$11,730.00
DR4300-18TB	Dell DR4300 Target Appliance – 18TB	1	\$22,900	\$22,900.00
DR4300-36TB	Dell DR4300 Target Appliance – 36TB	1	\$41,900	\$41,900.00
DR4300-54TB	Dell DR4300 Target Appliance – 54TB	1	\$62,000	\$62,000.00
	Total Hardware Charges:			\$138,530.00

Software:

Part No.	Description	QTY	Price	Extension
NetVault50	Dell NetVault Backup – 50TB	1	\$50,850	\$50,850.00
	Total Software Charges:			\$50,850.00

Training:

Part No.	Description	QTY	Price	Extension
TR3D	3 Day On-site Training & Impl. Assistance	1	\$8,760	\$8,760.00
	Total Training Charges:			\$8,760.00

Total Price: \$198,140.00

- All-In Solution provides 1620 logical Terabytes of backup target space. This allows source-side deduplication to minimize network traffic during backups.
- Hardware Support: 3-Year Dell ProSupport Plus providing 24/7 phone support plus 4-hour on-site commitment with 2-hour on-site maintenance commitment for critical need
- Software Support: 3-Year Dell 24/7 Support with immediate Service Request creation, and 2-hour call back commitment for critical need situations
- The on-site three day Quickstart training will focus on verifying that the installation/configuration adheres to best practices. In addition, time will be allocated to review performance (make recommendations as needed) and to provide knowledge transfer on installation/configuration and tuning best practices.

Dell Data Protection | DR Series backup and deduplication appliances

Dell Data Protection | DR Series of backup and deduplication appliances support all the major backup software applications in use today and can lower your backup storage costs to as little as \$.16/GB while reducing your total cost of ownership. The purpose-built appliances achieve these results using patented Rapid technology as well as built-in, variable block-based deduplication and compression. The DR Series helps you:

- Reduce your backup storage footprint
- Speed up recovery
- Reduce or eliminate the need for physical tapes for backup
- Optimize network bandwidth by lowering the amount of data sent to disaster recovery sites

Simple, affordable solutions

The DR Series systems are extremely efficient, high-performance, disk-based backup and recovery appliances available in both physical and virtual configurations. The DR Series appliances are simple to deploy and manage, and offer unsurpassed total cost of ownership (TCO) benefits.

Innovative system software and an all-inclusive licensing model provide optimal functionality and help eliminate the hidden costs of future feature upgrades. The DR Series appliances have a simple installation process with intuitive remote setup and management capabilities. In addition, they are available in a range of usable capacity points, making them ideal for small enterprise, remote office environments and larger enterprise settings.

Harness the power of deduplication

Through the use of innovative Dell deduplication and compression technology, the DR Series systems can achieve data reduction levels up to 15:1. This reduction in data means that more backup data can be retained longer and within the same footprint.

As disk backup target repositories, the DR Series systems are specifically engineered to handle high-throughput streaming backup workloads, with all deduplication and compression operations being performed inline. This approach minimizes the impact on backup and recovery performance.

Backup more. Store less. Perform better.

Benefits:

- Supports major backup applications for easy deployment.
- Lowers backup storage costs to as little as \$.16/GB using deduplication and compression.
- Speeds data ingest by up to 29TB/hr with built-in protocol accelerators.
- Decreases TCO with all-inclusive licensing that includes replication, encryption, protocol accelerators and all future feature releases.
- Enhances data protection with built-in software safeguards (early write verify and continuous data protection).
- Provides best-in-class hardware features (NVRAM, data integrity scans, RAID6 storage, hot spares).
- Contains built-in AES 256-bit encryption for data in motion or at rest.
- Allows backup to VTL libraries using iSCSI and NDMP protocols.
- Incorporates 13th generation of Dell PowerEdge servers (DR4300e, DR4300 and DR6300).
- Offers in-place capacity expansion (DR4300e).
- Delivers the highest density deduplication target appliances on the market today.



Achieve extensive scalability

The DR4300e, DR4300 and DR6300 offer flexible and seamless capacity expansion using Dell PowerVault MD1400 expansion shelves. The DR4300e appliance starts at 4.5TB with in-place upgrade to 9.0TB and additional expansion to 27TB using one MD1400 expansion shelf. The DR4300 appliances start at 18TB and scale to as much as 108TB of usable capacity (after RAID6) using two MD1400 expansion shelves. With the latest release of the DR Operating System, Dell has added support for 8TB disk drives on the MD1400 expansion shelves, allowing the DR6300 to scale from 18TB up to 360TB of total usable capacity (after RAID6). This pay-as-you-grow model allows you to expand capacity based on your business demands and helps alleviate challenges in the backup workflow.

Data backed up to DR Series appliances are handled as virtual shares or containers — eight for the DR2000v, 32 for the DR4300e, 64 for the DR4300 or 128 for the DR6300. DR appliance software automatically partitions existing capacity of the base unit and all expansion shelves, relieving the user of performing any storage provisioning.

Edge to core protection with virtual appliance

For cost-effective data protection for small, remote or branch offices, the DR2000v is an attractive choice since no additional hardware investments are necessary. This pure software solution¹ delivers most of the same benefits of a physical DR appliance, including deduplication, compression, replication and encryption at rest.

The DR2000v is implemented at the remote site for local data protection and recovery. For disaster recovery purposes, the DR2000v replicates deduplicated data remotely to a peer DR physical or virtual appliance. The DR2000v is offered in 1, 2 or 4TB (with a maximum of eight containers) capacity points and may be ordered in packs of one or 10 licenses.

¹ DR2000v license must be linked to physical DR appliance.

² Please see online tech specs for additional software certifications.

Virtual Tape Library support

If you need to send backed-up data to tape formats due to legacy application requirements or retention requirements, the Dell DR Series offers Virtual Tape Library (VTL) support using NDMP or iSCSI connectivity. A single DR Series appliance can support four VTL libraries or containers. Each container stores backed up data on virtual LTO-4 tape drives further subdivided into virtual cartridges.

VTL containers are set up for an appliance using a new container configuration wizard that lets you establish containers using NAS, NDMP or iSCSI connectivity.

Reap the rewards of business continuity

One of the primary benefits of backup-to-disk appliances is the ability to recover data in the event of disaster. By saving storage space through deduplication and compression, greater amounts of data can be kept online longer, and businesses can meet their recovery time and recovery point objectives while also lowering capital and administrative costs.

Through the use of the DR Series replication functionality, the benefits of data deduplication can extend across the enterprise to provide a complete backup and disaster recovery solution for multi-site environments. By replicating only deduplicated data from one DR appliance to another, network bandwidth requirements are reduced and disaster recovery time is optimized.

Replication enables better disaster tolerance without the operational costs associated with transporting tapes off site, and it can be scheduled to occur during non-peak periods. During replication, ingest data is prioritized over replication data to help ensure optimal backup windows.

When you need additional security, the Dell DR Series supports Encryption at Rest using industry-standard 256-bit Advanced Encryption Standard (AES) and internal encryption keys generated

by the appliance. The encryption can be performed inline (while data is being ingested) or post-process — after the data has been stored on disk.

Management simplicity

As part of the DR Series software, the graphical user interface, Global View, is part of the DR Series operating system and provides an overview of a network of DR physical and virtual appliances, including system stats, hardware and software alerts, storage capacity/savings and important system information such as system and software versions.

Global View allows administrators to monitor a network of up to 64 DR appliances from a single screen for a seamless view of status across the enterprise. The DR Series appliance software automatically monitors the health of the hardware and verifies the integrity of the system software. Critical hardware and software issues can be sent by email for immediate notification.

Flexibility to meet your needs

As purpose-built backup target appliances, the DR Series systems are specifically designed to perform the functions of deduplication and compression. Optimized for this purpose, they support a broad range of leading backup software solutions, such as Dell NetVault Backup and vRanger, as well as Veritas™ NetBackup® and Backup Exec®, CommVault® Simpana®, Microsoft® Data Protection Manager®, Veeam, EMC Networker, IBM TSM, Oracle RMAN, ArcServe, Hewlett Packard® Data Protector®, Bridgehead®, Amanda® and Atempo Time Navigator.²

Accelerate backup operations with Dell DR Rapid technology

A distinguishing feature of the DR Series is DR Rapid — a technology offered through a set of plug-ins that comes standard with every appliance. The plug-ins are engineered by Dell and can be installed on the client servers or media servers connected to a Dell DR Series appliance. They help optimize performance using source-based deduplication and support Veritas OST



Feature	DR4300e	DR4300	DR6300	DR2000v
Form factor	2U	2U	2U	n/a
Internal storage	Redundant OS storage on dedicated disks (inside chassis) 12 3.5" drives, Near Line SAS—hardware RAID 6 configuration (11 drives + 1 hot spare)	Redundant OS storage on dedicated disks (inside chassis) 12 3.5" drives, Near Line SAS—hardware RAID 6 configuration (11 drives + 1 hot spare)	Redundant OS storage on dedicated disks (inside chassis) 12 3.5" drives, Near Line SAS—hardware RAID 6 configuration (11 drives + 1 hot spare)	Uses storage disks resident in the server hosting the virtual appliance (VMware ESXi (5.0, 5.1 or 5.5), Microsoft Hyper-V (2008R2, 2012, 2012R2))
Protocol support	NFS, CIFS, Rapid NFS, Rapid CIFS, OST, RDA, NDMP, iSCSI	NFS, CIFS, Rapid NFS, Rapid CIFS, OST, RDA, NDMP and iSCSI	NFS, CIFS, Rapid NFS, Rapid CIFS, OST, RDA, NDMP and iSCSI	NFS, CIFS, Rapid NFS, Rapid CIFS, OST, RDA
Networking	One Network Daughter Card option per node: 2 port 10GbE + 2 port 1GbE (base T or SFP+ or SFP+ w/cables); 4 port 1GbE; 4 port 10GbE (SFP+ or SFP+ w/cables) Plus one optional add-on NIC: 4 port 1GbE; 2 port 10GbE; 2 port 10GbE (base T or SFP+ or SFP+ w/cables)	One Network Daughter Card option per node: 2 port 10GbE + 2 port 1GbE (base T or SFP+ or SFP+ w/cables); 4 port 1GbE; 4 port 10GbE (SFP+ or SFP+ w/cables) Plus one optional add-on NIC: 4 port 1GbE; 2 port 10GbE; 2 port 10GbE (base T or SFP+ or SFP+ w/cables)	One Network Daughter Card option per node: 2 port 10GbE + 2 port 1GbE (base T or SFP+ or SFP+ w/cables); 4 port 1GbE; 4 port 10GbE (SFP+ or SFP+ w/cables) Plus one optional add-on NIC: 4 port 1GbE; 2 port 10GbE; 2 port 10GbE (base T or SFP+ or SFP+ w/cables)	2 x 1GbE ports
Systems management	iDRAC 8 Enterprise	iDRAC 8 Enterprise	iDRAC 8 Enterprise	n/a
Physical dimensions	2U RAC-mountable chassis; H: 8.73 cm (3.44 in.) x W: 48.2 cm (18.98 in.) x D: 75.58 cm (29.75 in.)	2U RAC-mountable chassis; H: 8.73 cm (3.44 in.) x W: 48.2 cm (18.98 in.) x D: 75.58 cm (29.75 in.)	2U RAC-mountable chassis; H: 8.73 cm (3.44 in.) x W: 48.2 cm (18.98 in.) x D: 75.58 cm (29.75 in.)	n/a
Rack weight	36.5 kg, (80.47 lb.), maximum configuration	36.5 kg (80.47 lb.), maximum configuration	36.5 kg (80.47 lb), maximum configuration	n/a
Capacity points	4.5TB (67.5TB logical) ³ 9.0TB (135TB logical) ³	18TB (270TB logical) ³ 36TB (540TB logical) ³	18TB (270TB logical) ³ 36TB (540TB logical) ³ 54TB (810TB logical) ³ 72TB (1.08PB logical) ³	Available in 3 post-RAID configurations: 1TB, 2TB and 4TB. ⁴ Each DR4300 or DR4300e can support up to 32 DR2000v licenses. Each DR6300 can support up to 64 DR2000v licenses.
Expansion unit capacity ⁵	One expansion shelf maximum: 9TB post RAID (135TB logical) ³ 18TB post RAID (270TB logical) ³	2 shelf maximum: 18TB post RAID (270TB logical) ³ 36TB post RAID (540TB logical) ³	4 shelf maximum: 18TB post RAID (270TB logical) ³ 36TB post RAID (540TB logical) ³ 54TB post RAID (810TB logical) ³ 72TB post RAID (1.08PB logical) ³	n/a
Wattage	750 W (redundant power supply)	1100 W (redundant power supply)	1100 W (redundant power supply)	n/a
Voltage	100 VAC to 240 VAC, auto ranging, 50Hz to 60Hz, 10 A-5A	100 VAC to 240 VAC, auto ranging, 50Hz to 60Hz	100 VAC to 240 VAC, auto ranging, 50Hz to 60Hz	n/a
Heat dissipation	2891 BTU/hr (maximum) (750 W PSU)	4100 BTU/hr maximum (1100 W PSU)	4100 BTU/hr maximum (1100 W PSU)	n/a
Regulatory model	E31S Series	E31S Series	E31S Series	n/a
Maximum throughput	21TB/hr with Rapid protocols ⁶	22TB/hr with Rapid protocols ⁶	29TB/hr with Rapid protocols ⁶	1.4TB/hr with RDA or OST ⁷
Backup software certifications	Dell AppAssure 5.x (Archive Repository Support only), NetVault Backup, vRanger; CommVault Simpana; Veritas Backup Exec and NetBackup; ARCserve; EMC Networker; Microsoft Data Protection Manager; Veeam; IBM TSM; Oracle RMAN; HP Data Protector; Bridgehead; Amanda, Atempo Time Navigator	Dell AppAssure 5.x (Archive Repository Support only), NetVault Backup, vRanger; CommVault Simpana; Veritas Backup Exec and NetBackup; ARCserve; EMC Networker; Microsoft Data Protection Manager; Veeam; IBM TSM; Oracle RMAN; HP Data Protector; Bridgehead; Amanda, Atempo Time Navigator	Dell AppAssure 5.x (Archive Repository Support only), NetVault Backup, vRanger; CommVault Simpana; Veritas Backup Exec and NetBackup; ARCserve; EMC Networker; Microsoft Data Protection Manager; Veeam; IBM TSM; Oracle RMAN; HP Data Protector; Bridgehead; Amanda, Atempo Time Navigator	Dell AppAssure 5.x (Archive Repository Support only), NetVault Backup, vRanger; CommVault Simpana; Veritas Backup Exec and NetBackup; ARCserve; EMC Networker; Microsoft Data Protection Manager; Veeam; IBM TSM; Oracle RMAN; HP Data Protector; Bridgehead; Amanda, Atempo Time Navigator

³ All capacity values are calculated using Base 10 (i.e., 1TB = 1,000,000,000,000 bytes). Logical capacity based on overall deduplication ratio average of 15:1.

⁴ Resource requirements: 4 virtual CPU cores, 8GB RAM, 200GB in addition to VM capacity.

⁵ Expansion unit must be greater than or equal to size of base unit and requires installation of the required expansion shelf license.

⁶ Expected performances when using RDA, Rapid NFS or Rapid CIFS, 10GbE and multiple backup or client server connections.

⁷ Throughput achieved for DR2000v using 4 clients x 2 streams.



Edge to Core protection — The DR2000v software-based virtual appliance gives you the flexibility to easily protect data residing at local or branch locations

Scalability — Gain more than five petabytes of logical capacity (based on dedupe ratios of 15:1) with the DR6300

Pay-as-you-grow expansion — Support for up to one (DR4300e), two (DR4300) or four (DR6300) Dell PowerVault MD1400 expansion shelves (available in 9TB, 18TB, 36TB, 54TB or 72TB usable capacities after RAID)

Ease deployment and enhance flexibility with support for legacy backup applications and Virtual Tape Libraries

New DR4300e allows in-box expansion from 4.5TB to 9TB

(RDA for OST), Dell NetVault Backup and vRanger (RDA for NVBU and vRanger), and backup applications using NFS or CIFS (Rapid NFS/Rapid CIFS).

The primary advantage of DR Rapid is it enables the client or media server to be the source of the deduplication process by performing chunking and hash computations before sending unique data blocks to the appliance, thus boosting overall performance.

DR Rapid with Veritas' Open Storage Technology (RDA for OST) supports Veritas Backup Exec or NetBackup. RDA for Dell NetVault Backup enables deeper integration by providing the ability to catalog and log remote copies of data to optimize backup and replication management.

For those backup applications using the NFS or CIFS protocol, DR Rapid includes the industry's first source-side deduplication for NFS and CIFS — Rapid NFS and Rapid CIFS. Similar to the other DR Rapid plug-ins, Rapid NFS and Rapid CIFS sit on either the client servers or media servers and can help boost to as much as 29TB/hour.⁸

Future-proof your data center

The DR Series appliances⁹ change the economics of disk-based protection by trimming storage costs, mitigating risk and reducing complexity in the infrastructure. By accelerating and streamlining the backup process, the Dell DR Series appliances help ensure information restores are delivered in a convenient and accurate manner — in time with business needs.

The deduplication and compression features within the DR Series are cornerstone technologies of Dell's data protection vision. Future products within this architecture will continue to leverage the same deduplication/compression capabilities.

Find the answers

Reduce IT complexity and costs and eliminate inefficiencies by making IT and business solutions work harder for you through Dell Services. The Dell Services team takes a holistic view of your needs and designs data protection solutions for your environment and business objectives while leveraging proven delivery methods, local talent and in-depth domain knowledge for the lowest TCO.¹⁰

Learn more at software.dell.com/products/dr-series-disk-backup-appliances.

Dell, PowerVault MD1400, DR4300 and DR6300 are trademarks of Dell, Inc.

About Dell Software

Dell Software helps customers unlock greater potential through the power of technology — delivering scalable, affordable and simple-to-use solutions that simplify IT and mitigate risk. This software, when combined with Dell hardware and services, drives unmatched efficiency and productivity to accelerate business results. www.dellsoftware.com.

⁸ Expected performance when using RDA, Rapid NFS or Rapid CIFS, 10GbE and multiple backup or client server connections.

⁹ This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (www.openssl.org).

¹⁰ Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicesdescriptions.

Dell Software

4 Polaris Way, Aliso Viejo, CA 92656 | dellsoftware.com
If you are located outside North America, you can find local office information on our Web site.

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Datasheet-DRSeries-US-GM-29140



Dell Data Protection | NetVault Backup

Enterprise-class data protection for highly diverse IT environments

The success of your business depends on your ability to protect, access and leverage your mission-critical data on a daily basis — and restore it quickly in the event of an unexpected data loss. Yet many enterprises use data protection software that sacrifices functionality for simplicity, or scalability for versatility.

With Dell Data Protection | NetVault Backup, high-growth organizations can benefit from enterprise-class, cross-platform data protection that's easy-to-use right out of the box and scales easily to accommodate data growth.

The software enables you to protect a massive number of servers containing petabytes of data — from one web-based console. It supports multiple operating system, applications, databases, processor architectures and storage devices. Such cross-platform versatility makes it easy for you to tailor NetVault Backup to match the ever-changing — and growing — landscape of your IT infrastructure.

Features

Application protection—Ensure the availability of all of your business-critical applications, including Oracle, SQL Server®, Exchange Server, SharePoint®, MySQL™, DB2®, PostgreSQL, Domino®, Informix, SAP®, Sybase® and Teradata®. No scripting is required to run “hot” backup and recovery jobs.

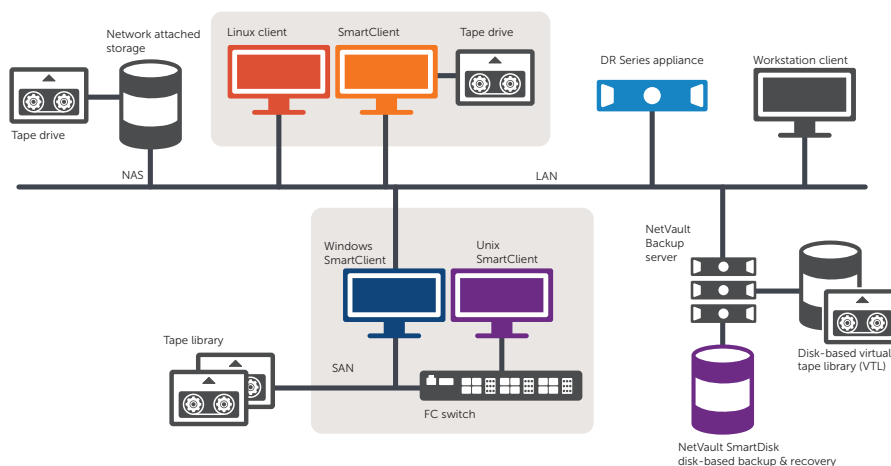
NAS protection—Get advanced data protection for information stored on NAS devices, including those made by Dell, EMC, Hitachi, IBM, NetApp and Sun. Reduce traffic over the LAN and maximize performance by backing up over the Network Data Management Protocol (NDMP). NetVault Backup supports many different storage topologies and configurations.

Enterprise-wide control—Use NetVault’s web-based user interface to configure, manage, and monitor your backup and recovery operations.

NetVault Backup allows you to safeguard your data and applications in both physical and virtual environments from one intuitive console.

Benefits:

- Fully automated installation manager simplifies deployment of hundreds of Windows clients
- Heterogeneous server support for unparalleled coverage in diverse IT environments
- Broad application support
- Seamless integration with Dell DR Series appliances for source-side deduplication and WAN-optimized replication
- Comprehensive Network Attached Storage (NAS) protection
- Feature rich protection of virtual environments
- Bare-metal recovery to drastically reduce the time it takes to restore a failed server
- Extensive storage attachment options to allow for distributed backup targets and workload
- Fast file-system backup with high performance multi-streaming



Dell Data Protection | NetVault Backup offers enterprise level data protection with ease of use and flexibility

System requirements

Software

Client platforms: Windows®, most Linux® platforms, Mac OS X, HP-UX Itanium, AIX, Solaris (SPARC & x86/x86-64)

Application support: Oracle, SQL Server®, Exchange Server, SharePoint®, DB2®, Informix®, Domino®, MySQL®, PostgreSQL, Sybase®, Teradata®, SAP

Virtualization platforms: VMware® and Hyper-V®

Protected by U.S. Patents #7,814,260; 7,913,043; 7,979,650; 8,086,782; 8,145,864; 8,171,247; 8,255,654; 8,271,755; 8,311,985; 8,452,731. Protected by Japanese, E.U., French and UK patents 1615131 and 05250687.0, and German patent DE602004002858. Additional patents pending.

Convenient wizards guide you through the common tasks, such as creating backup jobs, assigning policies, configuring storage devices, and generating reports.

Strong security—Meet regulatory requirements without sacrificing backup windows or deduplication performance with an encryption plug-in for CAST-128, AES-256 or CAST-256 algorithm support. Flexible job-level encryption lets you easily select which data to encrypt.

Back up to disk and tape—NetVault Backup supports disk- and tape-based backup to a wide range of storage targets, including disk-based devices, tape libraries, and third-party deduplication appliances. You'll also have the power to move data from one storage target to another for disaster recovery purposes.

High-performance multi-streaming—Save time and ease management by backing up multiple workloads — network drives, local drives, mount points, etc. — simultaneously.

Simple, straightforward licensing—NetVault Backup can be licensed by capacity or by component, giving you incredible flexibility. With component-based licensing, you can pick and choose which modules you need. You can also license NetVault by capacity and deploy an unlimited number of clients or application plug-ins. Dell offers two capacity-based licensing editions for NetVault

Backup: One offers great value for growing businesses; the other offers comprehensive protection for larger enterprises.

Data deduplication—Shrink backup windows and improve restore times with powerful deduplication technologies. NetVault Backup integrates seamlessly with the Dell Data Protection | DR Series of deduplication appliances and the Rapid Data Access (RDA) client-side deduplication technology, enabling you to take full advantage of the appliance's powerful deduplication, compression and replication capabilities. NetVault Backup also supports EMC Data Domain backup and recovery platform, as well as its DD Boost technology for deduplication.

Virtualization support—Extend advanced data protection to VMware® and Hyper-V® environments. NetVault Backup gives you consistent, reliable, point-and-click backup and restore for virtual environments without requiring you to be an expert.

About Dell Software

Dell Software helps customers unlock greater potential through the power of technology — delivering scalable, affordable and simple-to-use solutions that simplify IT and mitigate risk. This software, when combined with Dell hardware and services, drives unmatched efficiency and productivity to accelerate business results. www.dellsoftware.com.

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