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Header

[List View](#)

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 237208

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0210

Vendor ID: 000000199010 

SO Doc ID: ISC1700000002

Legal Name: EPLUS TECHNOLOGY INC

Published Date: 9/7/16

Alias/DBA:

Close Date: 9/14/16



Total Bid: \$158,969.94

Close Time: 13:30

Response Date: 09/14/2016 

Status: Closed

Response Time: 11:52

Solicitation Description: Addendum #3 SAN Storage Systems (OT1705) 


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

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Date issued	Solicitation Closes	Solicitation Response	Version
	2016-09-14 13:30:00	SR 0210 ESR09141600000001058	1

VENDOR

000000199010

EPLUS TECHNOLOGY INC

Solicitation Number: CRFQ 0210 ISC1700000002

Total Bid : \$158,969.94

Response Date: 2016-09-14

Response Time: 11:52:02

Comments:

Please note that I have attached a separate Statement of Work that outlines the details and costs associated with the installation services. I did slightly modify attachment A - Pricing Page to include this cost in the total.

Please note also that our Statement of Work is being submitted with our Standard Terms and we are happy to discuss modifications to the terms if necessary or to submit under the current PEPPM contract for NetApp.

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature on File

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	San Storage Solutions	2.00000	EA	\$73,345.920000	\$146,691.84

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :	SAN Storage Solutions
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Comments: This price is for the hardware only. The Installation services are outlined in an attached Statement of Work and total \$16,000.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Maintenance and Support				\$12,278.10

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :	Initial Year Maintenance and Support
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Comments: \$12,278.10 is the cost for FOUR (4)years of maintenance and support for both SAN's as requested in the RFP



Datasheet

NetApp All Flash FAS

Performance without compromise

Key Benefits

- Transform your data center economics with flash—reduce both power use and rack space by 11 times and cut support costs by 67% compared with an HDD-based data center.
- Manage data with unified software for both SAN and NAS environments, from flash to disk to cloud.
- Provision storage and serve data within 10 minutes.
- Reduce SSD storage by 5 to 10 times on average with inline data reduction technologies.
- Safeguard your data with the best-in-class integrated data protection suite that is included in the system.
- Scale out nondisruptively to 24 nodes, 367PB of effective capacity, and 4 million IOPS.
- Accelerate applications with up to 12 times higher IOPS and 20 times faster response, powered by NetApp® ONTAP® FlashEssentials.
- Get flash for the price of disk with NetApp All Flash FAS systems that start as low as \$25,000.¹

The Challenge

As businesses strive for faster time to market and greater customer satisfaction, they must improve the speed and responsiveness from key business operations. IT leaders recognize the benefits of all-flash storage for delivering consistent, low-latency I/O to critical workloads. As flash goes mainstream and more types of workloads run on all-flash storage, it is also critical for a solution to deliver enterprise-grade data management capabilities for a shared environment. However, many all-flash array solutions lack robust data management, effective data protection, seamless scalability, and deep application integration.

The Solution

NetApp All Flash FAS (AFF) systems address enterprise storage requirements with high performance, superior flexibility, and best-in-class data management. Built on ONTAP data management software, All Flash FAS systems speed up your business without compromising on the efficiency, reliability, or flexibility of your IT operations. As an enterprise-grade all-flash array, it accelerates, manages, and protects your business-critical data, now and in the future, enabling an easy and smooth transition to flash for your datacenter. With AFF systems, you can:

- **Accelerate the speed of business:**
 - Built on the flash-optimized NetApp WAFL® (Write Anywhere File Layout) system, ONTAP FlashEssentials enables consistent submillisecond latency and up to 4 million input/output operations per second (IOPS). It can meet the demands of a multitude of workloads in a shared environment.
 - The All Flash FAS system delivers 4 to 12 times higher IOPS and 20 times faster responses for databases than traditional HDD systems do.
 - The All Flash FAS system improves productivity and customer satisfaction and opens up new business opportunities enabled by the lightening-fast speed.
- **Simplify IT operations while transforming data center economics:**
 - Compared with traditional HDD systems, with All Flash FAS, you can reduce power consumption and rack space by up to 11 times and slash support costs to a third by eliminating performance tuning.
 - You can get flash at the cost of HDDs thanks to NetApp data reduction technologies, enhanced with new inline data compaction.
 - As the industry's leading all-flash storage that supports both synchronous and asynchronous replication, All Flash FAS can support all your backup and recovery needs with a complete suite of integrated data protection.



1. Based on the current promotion, and the "flash for the price of disk" statement is comparing \$/GB pricing when using effective SSD capacity, taking into consideration storage efficiency savings.

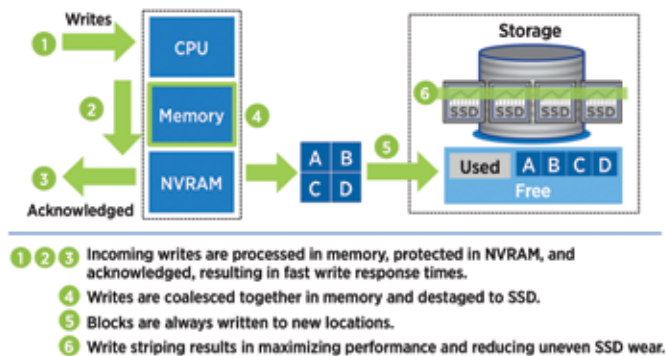


Figure 1) The flash-suited write architecture reduces latency and increases the longevity of SSDs.

- **Future-proof your investment with maximum deployment flexibility:**
 - The All Flash FAS system is ready for the data fabric. You can move data between the performance tier and the capacity tier, on the premises or in the cloud.
 - All Flash FAS offers the broadest application ecosystem integration for VDI, database, and server virtualization.
 - With no more silos, you can nondisruptively integrate flash into your infrastructure and scale out as your requirements grow.

All-Flash Performance Powered by ONTAP FlashEssentials

FlashEssentials is what's behind the performance and efficiency of All Flash FAS. It encapsulates flash innovations and optimization technologies in ONTAP software. And with the latest ONTAP 9 release, performance can be further increased by up to 60%. ONTAP is well known as leading data management software in the industry, but what is not widely known is that, with its WAFL system, it is natively suited for flash media. FlashEssentials encompasses the technologies that optimize flash performance and media endurance, including:

- Coalesced writes to free blocks, maximizing performance and the longevity of flash media

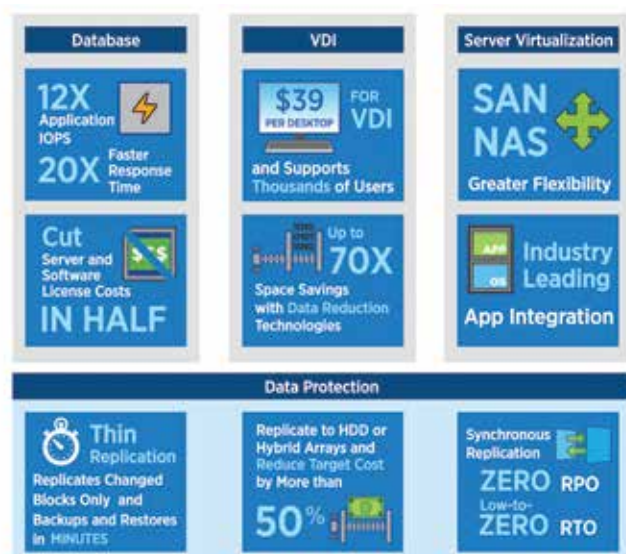


Figure 2) With rich data management capabilities, NetApp All Flash FAS enables business cost savings.

- A random read I/O processing path that is designed from the ground up for flash
- A highly parallelized processing architecture that promotes consistent low latency
- Enhanced built-in quality of service (QoS) that safeguards SLAs in multiworkload and multitenant environments
- Inline data reduction technologies, including inline compression, inline deduplication, and the newly introduced inline data compaction, reduce the SSD storage required and total spending on flash systems.

Transform Data Center Economics While Simplifying Operations

All Flash FAS systems can change your data center economics dramatically by reducing power consumption and rack space to a fraction of what a traditional HDD-based data center needs. They also significantly simplify storage management and cut support costs by eliminating performance tuning.

All Flash FAS is not only excellent for performance-demanding applications such as database, VDI, and server virtualization, but also a great choice for shared environments with a variety of workloads commonly found in a datacenter.

- **Database.** All Flash FAS reduces server and licensing costs by up to 50% by driving up server CPU utilization.
- **VDI.** At just \$39/desktop and up to 70:1 data reduction, All Flash FAS costs less than the competition.
- **Server virtualization.** All Flash FAS delivers superior support for your server virtualization environment with unified SAN and NAS support and leading application ecosystem integration.

All Flash FAS comes with a full suite of acclaimed NetApp Integrated Data Protection software. You get features and capabilities such as NetApp Snapshot® copies, cloning, encryption, and both synchronous and asynchronous replication for backup and disaster recovery. Key capabilities and benefits include:

- Native space efficiency with cloning and Snapshot copies to reduce storage costs
- Snapshot copy creation, cloning, and replication with near-zero performance impact
- Application-consistent Snapshot copies that simplify application management
- Synchronous replication with NetApp MetroCluster™ software, a NetApp exclusive capability in the all-flash array market that delivers zero RPO and low to zero RTO for mission-critical workloads

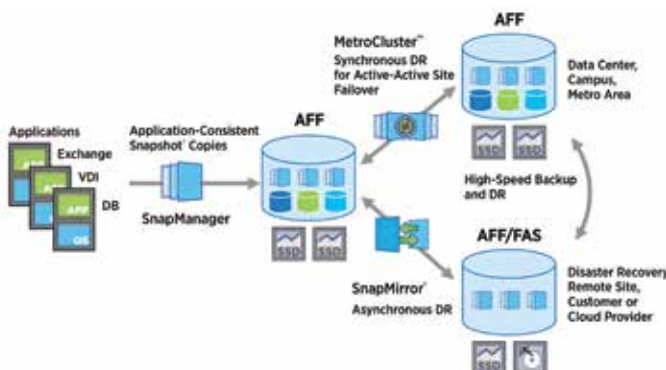


Figure 3) NetApp provides a full suite of integrated data protection and disaster recovery software.



Figure 4) OnCommand System Manager makes setup and management of All Flash FAS quick and easy.

- Support for at-rest data encryption and onboard key manager to help secure your data with simplified key management
- NetApp SnapMirror® replication software that replicates to any type of FAS/AFF system—all-flash, hybrid, or HDD, and on the premises or in the cloud—reducing overall system costs

All Flash FAS systems are built with innovative inline data reduction technologies including inline adaptive compression, inline deduplication, and the new inline data compaction introduced in the latest ONTAP 9 release. These technologies provide space savings of 5 to 10 times, on average, for a typical use case. When these capabilities are combined with the space-efficient NetApp Snapshot and FlexClone technologies, a data reduction ratio as high as 933:1 has been observed².

Additional details about the data reduction technologies include:

- The new inline data compaction technology uses an innovative approach to place multiple logical data blocks from the same volume into a single 4KB block. This process occurs after inline compression and inline deduplication and just before writing to media. It provides substantial space savings in addition to inline compression for database workloads that have relatively small I/O sizes. For databases with I/O sizes of less than 2KB or 1KB, you can save 2 to 4 times the space, respectively, that inline compression by itself could achieve. A combined space savings as high as 67:1 by using inline data compaction and inline compression together has been observed.
- The inline compression has a near-zero performance impact. Incompressible data detection eliminates wasted cycles.
- The enhanced inline deduplication in ONTAP 9 software further increases space savings to up to 70:1 for VDI workloads. It is particularly effective for volume update operations such as VDI OS patches.
- Advanced SSD partitioning with the latest ONTAP 9 release further increases usable capacity by almost 20%.

NetApp OnCommand® management software provides automated tools to further simplify management of storage operations:

- With SAN- and NAS-optimized pre-configurations and the fast provisioning workflow, it takes less than 10 minutes to set up All Flash FAS systems and start serving application data.

2. Based on customer deployment data.

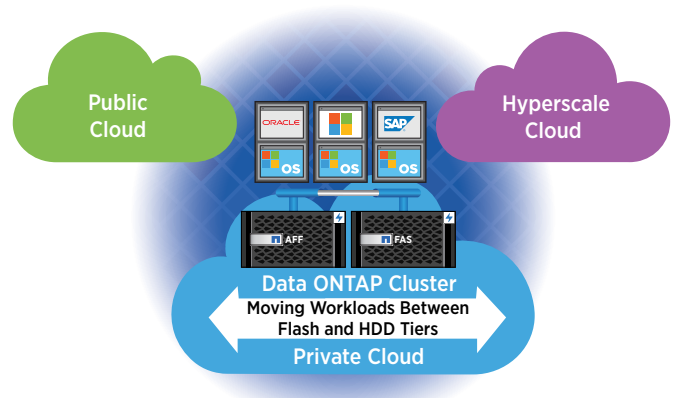


Figure 5) All Flash FAS is data fabric ready—you can easily move data between tiers and different clouds.

- OnCommand Performance Manager enables informed workload provisioning and rebalancing by monitoring performance headroom to assure clusters and nodes are not loaded beyond the optimal operating point.
- OnCommand Workflow Automation automates common storage tasks such as provisioning and data protection. It provides fast, one-click automation and self-service.

Unified Flash Future-Proofs Investments

With All Flash FAS, your investment is protected if your performance and capacity needs change or if your cloud strategy evolves in the future:

- All Flash FAS systems eliminate performance silos. They seamlessly integrate with hybrid FAS systems in an ONTAP environment, providing a high-performance tier. With nondisruptive operations, workloads can be transparently moved to the storage tier that best meets your requirements.
- Seamless scale-out lets you reach new heights, with up to 4 million IOPS and 367PB of effective capacity in a single cluster.
- All Flash FAS is data fabric ready, with proven cloud connectivity. You can easily move data between the cloud and All Flash FAS for maximum performance and return on investment.
- Industry-leading ecosystem integration offers a broad set of applications that All Flash FAS supports, allowing the flexibility to add or change workloads as needed.

Get More Business Value with Services

Whether you are planning your next-generation storage system, need specialized know-how for a major storage deployment, or want to optimize the operational efficiency of your existing infrastructure, NetApp Services and NetApp certified partners can help.

We collaborate with you to enhance your IT capabilities through a full portfolio of services that covers your IT lifecycle. For example, our assessment and advisory services can help evaluate the performance and efficiency of workloads across your heterogeneous environments. This evaluation helps you determine the best workload candidates to move to flash and how to optimize flash technology in your environments—and much more. Support offerings, such as the NetApp AutoSupport® service tools, proactively manage your All Flash FAS systems and quickly resolve issues. Learn more at netapp.com/services.

Unlock the Power of Your Data and Your People

Built on years of flash innovation and experience, NetApp All Flash FAS achieves high I/O at consistent low latency. And it does so without compromising on core enterprise requirements, such as robust data management, efficient data protection, and flexibility to respond to changing needs.

About NetApp

Leading organizations worldwide count on NetApp for software, systems and services to manage and store their data. Customers value our teamwork, expertise and passion for helping them succeed now and into the future.

www.netapp.com

All Flash FAS Technical Specifications

Scale-Out

	AFF8080 EX	AFF8060	AFF8040
NAS scale-out	1-24 nodes (12 HA pairs)		
Maximum SSDs	5,760	5,760	4,608
Maximum raw capacity	88.5PB/78.6PiB	22.1PB/19.7PiB	17.7PB/15.7PiB
Effective capacity ^a	366.6PB/325.6PiB	91.6PB/81.4PiB	73PB/64.8PiB
Maximum memory	3,072GB	1,536GB	768GB
SAN scale-out	1-8 nodes (4 HA pairs)		
Maximum SSDs	1,920	1,920	1,536
Maximum raw capacity	26.2PB/23.3PiB	7.4PB/6.6PiB	5.9PB/5.2PiB
Effective capacity ^a	122.2PB/108.5PiB	30.5PB/27.1PiB	24PB/21.3PiB
Maximum memory	1024GB	512GB	256GB
Cluster interconnect	Two, four, or six 10GbE	Two or four 10GbE	Two or four 10GbE
Per HA Pair Specifications (Active-Active Dual Controller)			
	AFF8080 EX	AFF8060	AFF8040
Maximum SSDs	480	480	384
Maximum raw capacity	7.4PB/6.6PiB	1.8PB/1.6PiB	1.5PB/1.3PiB
Effective capacity ^a	30.6PB/27.1PiB	7.6PB/6.8PiB	6.1PB/5.4PiB
Controller form factor	6U; 12U (two 6U enclosures)	6U; 12U (two 6U enclosures)	6U
ECC memory	256GB	128GB	64GB
NVRAM	32GB	16GB	16GB
PCIe expansion slots	6 for 6U single enclosure; 24 for 12U dual enclosure	8 for 6U single enclosure; 24 for 12U dual enclosure	8
Onboard I/O: UTA 2 (16Gb FC/FCoE/10GbE)	8	8	8
Onboard I/O: GbE	8	8	8
Onboard I/O: 10GbE	8	8	8
Onboard I/O: 6Gb SAS	8	8	8
OS version	ONTAP 8.3 or later; ONTAP 8.3.1 or later for AFF8080 EX single-chassis HA and AFF8060 dual-chassis HA.		
Shelves and media	See the Shelves and Media page ^b on NetApp.com for the most current information		
Storage protocols supported	FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB		
Host/client OSs supported	Windows 2000, Windows Server 2003, Windows Server 2008, Windows Server 2012, Windows XP, Linux, Oracle Solaris, AIX, HP-UX, Mac OS, VMware ESX		

a. Effective capacity is based on 5:1 storage efficiency ratios with the maximum number of SSDs installed. The actual ratio can be higher depending on workloads and use cases.

b. See netapp.com/us/products/storage-systems/disk-shelves-and-storage-media/index.aspx.

AFF8000 Series Software Included with the System

Features included with the ONTAP software

Efficiency: NetApp FlexVol® software, deduplication, compression, and thin provisioning

Availability: NetApp MetroCluster and multipath I/O

Data protection: NetApp RAID DP® and Snapshot technology

Performance: Storage QoS

Management: OnCommand Workflow Automation, System Manager, Performance Manager, and Unified Manager

Flash bundle included with AFF8000 systems

- All storage protocols supported (FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB)
- NetApp **SnapRestore**® software: Restore entire Snapshot copies in seconds
- NetApp **SnapMirror** software: Simple, flexible replication for disaster recovery
- NetApp **FlexClone** technology: Instant virtual copies of files, LUNs, and volumes
- NetApp **SnapManager**® software: Application-consistent backup and recovery for enterprise applications
- NetApp **SnapVault**® software: Simple, flexible replication for backup

Go to NetApp.com for information about additional software available from NetApp.



Datasheet

ONTAP 9 Data Management Software

Simplify your transition to the modern data center

Key Benefits

Simplify Deployment and Management

- Deploy new workloads in under 10 minutes
- Unify data management across flash, disk, and cloud
- Gain a global view of storage with a single management console

Flexibly Support Changing Business Needs

- Deploy on engineered systems, converged infrastructure, software-defined storage, and cloud
- Support current and modern software platforms
- Manage SAN and NAS workloads on a unified storage architecture

Power Your Enterprise Applications

- Deliver rich data services with high performance and consistent low latency
- Reduce storage costs with the most comprehensive data reduction technologies
- Eliminate planned and unplanned downtime for continuous business availability
- Scale capacity and performance without disruption

The Challenge

Businesses today need to address competitive pressures by evolving into digital enterprises that speed innovation and enable better business decisions. They must take a more modern approach to their data storage while integrating into their existing environment. Businesses must also manage data wherever it resides—on the premises and in the cloud—while reducing costs and operating with existing IT staff.

The Solution

Simplify your transition to a modern data center with NetApp® ONTAP® 9, the next generation of the industry's leading enterprise data management software. It combines new levels of simplicity and flexibility with powerful data management capabilities and storage efficiencies.

With ONTAP 9, you can build a hybrid cloud that is the foundation of a Data Fabric that spans flash, disk, and cloud. Seamlessly manage your data as it flows to wherever you need it most to make the best possible decisions for your organization. ONTAP 9 addresses the challenges that face your digital enterprise by:

- Simplifying deployment and data management
- Flexibly supporting your changing business needs
- Powering your enterprise applications

You can simplify your storage environment with proven operational efficiency. Deploy new workloads—Oracle, Microsoft SQL Server, VDI, and VMware—in under 10 minutes. Automate important processes to increase productivity. Gain a global view of your storage with a single management console. Perform updates during regular work hours without disrupting applications or users.

With ONTAP 9, flexibly deploy on your choice of architectures—engineered systems, software-defined storage (SDS), and the cloud—while unifying data management across all of them. You can modernize your infrastructure with new software stacks such as Dockers and OpenStack. Add capacity as you grow across both SAN and NAS environments. Plus, combine all-flash, hard disk drive, and hybrid drive storage nodes into a larger storage cluster and connect them to the cloud, enabling you to nondisruptively move and access your data from the node that delivers the best combination of performance, capacity, and cost efficiency.

Accelerate your enterprise applications with flash while not compromising on the rich data services that you need. You can start small and grow with your business by scaling your storage environment, leveraging high-capacity SSDs or hard disk drives (HDDs) and growing up to 24 nodes in a cluster. Reduce your overall storage costs by leveraging leading ONTAP data reduction technologies to minimize your storage footprint and maximize your effective capacity. Plus, you are able to service your infrastructure without disrupting access to user data and applications, even during regular business hours. With ONTAP 9, support your business operations with continuous availability and leading data protection.

Simplify Deployment and Management

Whether adding new workloads or managing your existing environment, it is important to simplify your processes to maximize the efficiency of your staff. ONTAP gives you a common set of features across deployment architectures, which simplifies complex tasks so your IT staff can be more productive and focus on addressing business priorities. When your storage doubles in size, it no longer means that you have twice as much work to manage.

Deploy in less than 10 minutes

New fast provisioning workflows enable you to deploy key workloads—Oracle, SQL Server, VDI, and VMware—in under 10 minutes from power-on to serving data. Years of NetApp experience and best practices are integrated into the system manager wizard and factory configurations, enabling you to quickly set up your new configuration by answering a few questions. And as you deploy new workloads, ONTAP 9 gives you the visibility to know which node has the most performance capacity available for optimally deploying the new workload.

Unified data management

Simplify operations by unifying data management across a hybrid cloud that can span flash, disk, and cloud running SAN and NAS workloads. You can increase the efficiency of your staff and easily move your data between nodes to where it's needed most. ONTAP is the foundation for a Data Fabric that gives you freedom, choice, and control across your storage environment.

Simplified, powerful management capabilities

The NetApp OnCommand® software portfolio includes management products ideally suited to manage virtualized private and hybrid cloud environments. You can centrally monitor capacity, availability, performance, and data protection. And take advantage of storage service analytics to make better informed decisions about your storage.

Use our OnCommand management platform to automate your storage processes. Plus, integrate the storage processes into your data center orchestration platform for end-to-end service delivery for your private and hybrid cloud services.

Flexibly Support Your Changing Business Needs

ONTAP 9 provides the flexibility you need to design and deploy your storage environment across the widest range of architectures, so you can match the approach that's best for your evolving business needs:

- NetApp engineered systems: all-flash AFF systems and hybrid disk FAS systems
- Converged infrastructure: FlexPod®
- On commodity servers as SDS: ONTAP Select
- In front of third-party arrays: FlexArray®
- Next to the cloud: NetApp Private Storage (NPS) for Cloud
- In the cloud: ONTAP Cloud

You can seamlessly move your data between each to get your data onto the optimal environment for performance, capacity, and cost efficiency. Plus, you have the flexibility to consolidate both NAS and SAN workloads onto any ONTAP environment while delivering consistent data services.

Power Your Enterprise Applications

To support your critical applications, you need a storage environment that cost-effectively delivers high performance and availability that can scale with business growth and protect your valuable data. ONTAP 9 delivers on all these requirements with highly efficient flash performance for scalable, nondisruptive operations.

Optimized for flash

ONTAP 9 delivers the horsepower that critical applications require without compromising on rich data services. AFF systems running ONTAP 9 are optimized specifically for flash, providing up to 60% more performance compared to the same workloads running on recent ONTAP 8 releases, while still delivering consistent submillisecond latency.

ONTAP 9 also enables FAS hybrid storage systems to deliver flash-accelerated performance that is balanced with HDD economies. Hot data is automatically cached in flash to accelerate application performance.

Nondisruptive operations

ONTAP allows you to perform critical tasks without interrupting your business. You can dynamically assign, promote, and retire storage resources without downtime over the lifecycle of an application. Data can be moved between controllers without application interruption. Plus, storage controllers and disk shelves can be replaced without disruption. With ONTAP, you also can mix models and generations of hardware to extend the life of existing investments.

Integrated data protection

ONTAP provides integrated data protection (IDP) to safeguard your operations and keep them running smoothly. Technologies include space-efficient Snapshot® technology, near-instant backup and recovery with SnapVault®, and synchronous and asynchronous replication with MetroCluster™ and SnapMirror®, which can meet your requirements for business continuity and disaster recovery.

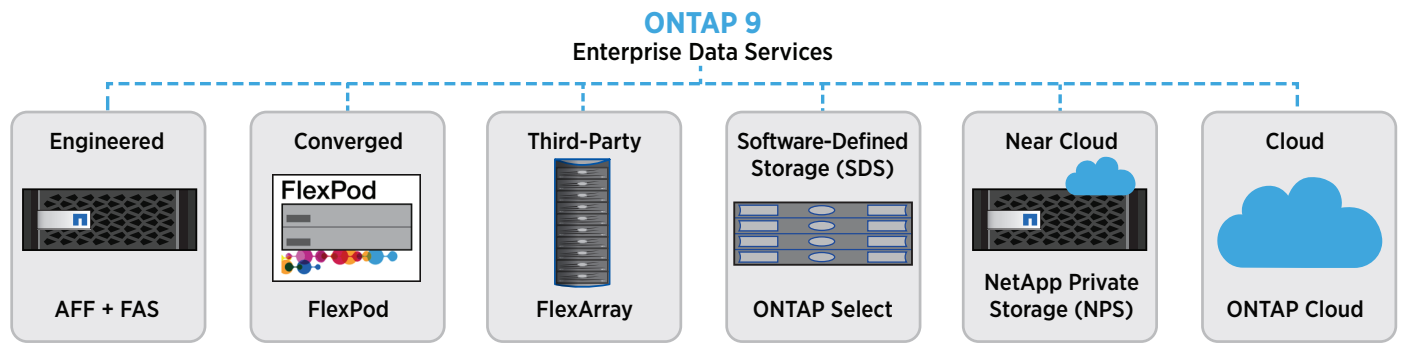


Figure 1) Consolidate data management across architectures with a rich set of enterprise data services.

To meet your stringent compliance and data retention policies, NetApp SnapLock® software enables Write Once, Read Many (WORM) protected data for your ONTAP environment.

NetApp also provides superior integration with enterprise backup vendors and leading applications. Plus, our IDP solutions include integrated and unified disk-to-disk backup and disaster recovery in a single process for VMware and Microsoft virtualization.

Superior storage efficiency

With ONTAP, you can reduce costs with one of the most comprehensive storage efficiency offerings in the industry. You get innovative NetApp Snapshot copies, thin provisioning, and replication and cloning technologies. Plus, inline data compression, deduplication, and compaction work together to reduce your storage costs and maximize your effective capacity.

Maximized shared storage investments

ONTAP lets you save time and money by sharing the same consolidated infrastructure for workloads or tenants that have different performance, capacity, and security requirements without fear that the activity in one tenant partition will affect another. With multitenancy, a storage cluster can be subdivided into secure partitions governed by rights and permissions. And quality of service (QoS) workload management allows you to control the resources that each workload can consume, to better manage performance spikes and improve customer satisfaction.

Stay ahead of business changes with seamless scalability

Storage systems that run ONTAP can transparently scale SAN and NAS from a few terabytes up to 138PB. Scale up by adding SSD and HDD capacity. Or scale out by adding additional storage controllers to seamlessly expand your cluster up to 24 nodes as your business needs grow.

You can also rebalance capacity to improve service levels by redeploying workloads dynamically and avoiding hot spots.

Most scale-out storage solutions provide a single large repository. ONTAP takes a different approach that gives you more flexibility and greater control. NetApp Infinite Volumes let you create large, flexible, and easy-to-manage content repositories. You also have the ability to isolate workloads and offer levels of

service by using different controller technologies, storage tiers, and QoS policies. In addition, you can span multiple controllers for nearly limitless scalability.

Maximize Investment Protection

ONTAP gives you the flexibility to create an integrated, scalable storage environment by clustering storage controllers from different families—AFF and FAS—as well as from different generations. Grow with the latest hardware and continue to use your older hardware. When it's time to retire a storage system, you can simply upgrade the controllers and keep data in place on the existing disk shelves. Plus, you can get more value from your existing investments in third-party arrays by virtualizing them with NetApp FlexArray virtualization and using the storage capacity in your ONTAP environment.

Simple, Straightforward Transition to ONTAP 9

No matter what your starting point, NetApp streamlines your move to ONTAP 9:

- Upgrade from ONTAP 8.3 with a simple update of your ONTAP software. No disruption. Zero downtime.
- Make a smooth transition from ONTAP 7-Mode with proven tools and best practices, including 7-Mode Transition Tool (7MTT) and Copy Free Transition (CFT).
- Use straightforward import processes from third-party storage to ONTAP 9.

Consult our experts to plan and implement your transition and gain the latest ONTAP advantages from day one. You can use NetApp Services or NetApp Certified Services Partners, do it yourself using our proven tools and processes, or combine these approaches.

Make your move to ONTAP 9.

About NetApp

Leading organizations worldwide count on NetApp for software, systems and services to manage and store their data. Customers value our teamwork, expertise and passion for helping them succeed now and into the future.

www.netapp.com

Software/Features

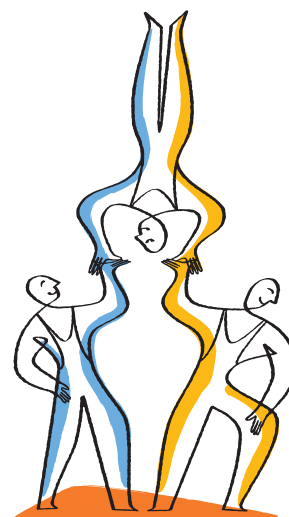
	Function	Benefits
Data compaction	Packs more data into each storage block for greater data reduction	Works with compression to reduce the amount of storage you need to purchase and operate
Data compression	Provides transparent inline and postprocess data compression for data reduction	Reduces the amount of storage you need to purchase and maintain
DataMotion™	Offers nondisruptive data mobility for volumes and LUNs	Granular data mobility allows you to move data nondisruptively while your applications keep running
Deduplication	Performs general-purpose deduplication for removal of redundant data	Reduces the amount of storage you need to purchase and maintain
Flash Pool™	Creates a mixed-media storage pool by using SSDs and HDDs	Increases the performance and efficiency of HDD pools with flash acceleration
FlexClone®	Instantaneously creates file, LUN, and volume clones without requiring additional storage	Saves you time in testing and development and increases your storage capacity
FlexVol®	Creates flexibly sized volumes across a large pool of disks and one or more RAID groups	Enables storage systems to be used at maximum efficiency and reduces hardware investment
Headroom	Provides visibility of performance capacity available for deploying new workloads on storage nodes	Simplifies management and enables more effective provisioning of new workloads to the optimal node
Infinite Volumes	Creates a volume that can scale up to 20PB with one file system	Provides a large container for content repositories; a single cluster can contain multiple Infinite Volumes
MetroCluster	Combines array-based clustering with synchronous mirroring to deliver continuous availability and zero data loss; up to 300km distance between nodes	Maintains business continuity for critical enterprise applications and workloads in the event of a data center disaster
QoS	Creates a performance limit for a storage workload	Can prevent one workload or tenant from affecting the performance of another in multiworkload and multitenant environments
RAID DP® and RAID-TEC™	Provides a double-parity and triple parity RAID 6 implementation that prevents data loss when two or three drives fail	Protects your data without the performance impact of other RAID 6 implementations; reduces risks during long rebuilds of large-capacity HDDs
SnapCenter® and SnapManager®	Provides host-based data management of NetApp storage for databases and business applications	Offers application-aware backup and disaster recovery; automates error-free data restores
SnapDrive®	Provides host-based data management of NetApp storage from Microsoft Windows, UNIX, and Linux servers	Lets you automate OS-consistent backup, restore, cloning, and other operations, taking full advantage of NetApp capabilities
SnapLock	Provides WORM file-level locking	Supports regulatory compliance and organizational data retention requirements
SnapMirror	Enables automatic, incremental asynchronous data replication between systems	Provides you with flexibility and efficiency when mirroring for data distribution and disaster recovery
SnapRestore®	Rapidly restores single files, directories, or entire LUNs and volumes from any Snapshot copy backup	Instantaneously recovers files, databases, and complete volumes from your backup
Snapshot	Makes incremental data-in-place, point-in-time copies of a LUN or volume with minimal performance impact	Enables you to create frequent space-efficient backups with no disruption to data traffic
SnapVault	Exports space-efficient Snapshot copies, preserving compression and deduplication savings, to another NetApp system, providing an incremental backup solution	Provides you with cost-effective, long-term backups of disk-based data

Table 1) ONTAP 9 offers a robust set of standard and optional features.



Datasheet SupportEdge Services

Expert support services designed to address
business-and mission-critical data environments



The Simple, Effective Way to Optimally Manage Your Storage Investment

At NetApp, we have one goal: to simplify data management. With the industry's most innovative solutions, we've helped thousands of enterprises optimize performance and availability as well as achieve operational success. But we don't stop there. Because we're committed to your long-term success, we continue to monitor, develop, and grow proactive support capabilities that address your business needs and simplify your storage management while providing maximum value.

The Three Pillars of Our Proactive Support Our people

NetApp employs the world's foremost experts in storage networking, with the proven expertise to understand and quickly solve even the most challenging data storage problems.

Our processes

NetApp Technical Support Centers (TSCs) are passionate about solving enterprise business challenges in ways that enhance your investment in storage technologies. All TSCs use consistent, proven procedures to deliver accurate and timely solutions across organizations to help deliver measurable results.

Our technology expertise

NetApp is committed to providing customers with leading-edge support technology that relieves staff of redundant, remedial tasks that can be automated, while preserving customer control.

Comprehensive Support Services

Let NetApp mitigate support issues and help you achieve the highest availability for your enterprise data environment. NetApp's innovative, proactive support means that you'll have fewer and less severe support cases. But if a problem does arise, our award-winning technical support staff won't rest until it's solved.

Let's Get Started

To find out more about SupportEdge Services, contact a NetApp representative today.

Web

www.netapp.com/us/support

Phone

1 800 443 4537

Other contact information

www.netapp.com/us/contact-us

About NetApp

NetApp creates innovative storage and data management solutions that deliver outstanding cost efficiency and accelerate business breakthroughs. The world's leading companies rely on our solutions to achieve better economics, speed, and scale of business. Discover our passion for helping companies around the world go further, faster at www.netapp.com.

Go further, faster®

FEATURE	HW WARRANTY/ EXTENDED WARRANTY HW SUPPORT	SUPPORTEDGE STANDARD	SUPPORTEDGE PREMIUM
24/7 Remote HW Technical Support	•	• ¹	• ¹
Replacement Parts	•	• ¹	• ¹
Replacement Parts Delivery, Target Response Objective, and Installation	Next business day. Customer self-installs all replacement parts.	Choose one of the following: ^{2, 3} <ul style="list-style-type: none"> • 4 hours, 24/7 (NetApp installs all replacement parts) • 4 hours, 24/7 basis (customer self-installs all replacement parts) • Next business day (NetApp installs all replacement parts) 	Choose one of the following: ^{2, 3} <ul style="list-style-type: none"> • 2 hours, 24/7 • 4 hours, 24/7 • Next business day NetApp installs all replacement parts.
Access to the NetApp Support Web Site	•	• ¹	• ¹
AutoSupport™ and Remote Support Diagnostics Tool	•	• ¹	• ¹
Target Response Objective for Remote Technical Support		<ul style="list-style-type: none"> • Priority 1: 2 hrs, 24/7 • Priority 2: 4 hrs, 24/7 • Priority 3: 16 hrs, 24/7 • Priority 4: 36 hrs, 24/7 	<ul style="list-style-type: none"> • Priority 1: 30 min 24/7 • Priority 2: 2 hrs 24/7 • Priority 3: 8 hrs 24/7 • Priority 4: 24 hrs 24/7
Software Support Plan ⁴		•	•
On-Site Troubleshooting			•
NetApp Unified Support			•
Installation of Remedial Software Updates			•

1. These features are included with HW Warranty and Extended Warranty HW Support.

2. Target response objective availability based on location of installation site.

3. Customers who need the target technical response but want only parts delivery to do self-replacement to meet their data center requirements and support infrastructure may opt out of having NetApp install parts. Available options include opt-out for disk drives only or for all components. Details are in the [NetApp Support Site guides](#).

4. Software Support Plan that covers the base storage operating system is included during the hardware warranty period and is required during the extended warranty period for systems where the configured storage purchased has OS Enablement.

FEATURE SOFTWARE SUPPORT PLAN

24/7 Remote SW Technical Support	•
Access to the NetApp Support Web Site	•
Software Updates	•

ADDITIONAL GLOBAL SUPPORT SERVICES

NetApp Support Advisor⁵

NetApp Support Account Manager⁶

5. Available for purchase to qualifying SupportEdge Premium customers. For additional information, see the NetApp Support Advisor datasheet.

6. Available for purchase to qualifying SupportEdge Premium or SupportEdge Secure for Government customers. For additional information, see the NetApp Support Account Manager datasheets.

Most NetApp hardware is under warranty for three years.

Extended warranty versions of SupportEdge Standard and Premium are available for purchase and come bundled with Extended Warranty Hardware Support.

View Support Offerings Terms and Conditions of Sale for specific definitions, responsibilities, and exclusions. Product descriptions are subject to change without notice.

The services and offerings described herein are subject to, limited, and governed by the NetApp, Inc. Support Offerings Standard Terms and Conditions for the relevant geographic region, available at www.netapp.com/us/how-to-buy/stc.html ("NetApp Standard Support Terms"). The NetApp Standard Support Terms are subject to revision or modification on a prospective basis at NetApp's sole discretion without notification to Customer.



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FlashAdvantage 3-4-5

Making the all-flash data center a reality



3X GUARANTEED PERFORMANCE

Increase performance by at least 3x with NetApp® all-flash storage.

Improve performance for financial analytics and Oracle applications.

“We can support the business with much more agility now that we have virtualized our most critical Oracle and Microsoft SQL Server databases on NetApp All Flash FAS.”

Jonathan Tiemann

Lead, Storage & Compute Platforms Group, Invesco



4:1 GUARANTEED REDUCTION

Increase your effective storage capacity by at least 4x with NetApp all-flash storage. Guaranteed.

- Industry first supported 15TB SSD
- Industry first 4:1 reduction guarantee for SSD arrays
- Result: more than 1PB per shelf



5 WAYS TO GET STARTED

NetApp all-flash, with our industry-leading capacity reduction technology, lowers your TCO. Now you've got the perfect workload consolidation platform for all of your infrastructure needs. Make the move to the all-flash data center today.

- Risk free trial
- Free controller upgrade program
- Extended warranty
- 3x performance guarantee
- 4:1 efficiency guarantee

ATTACHMENT A – Pricing Page

Commodity Line Number	Description	Unit of Measure	Quantity
Commodity Line 1, Specification 3.1.1	SAN Storage Solutions- Charleston and Clarksburg	Each	2
Commodity Line 2, Specification 3.1.2	4 Year Maintenance & Support Warranty	Each	2
ePlus Implementation Services	Implement and Configure two SAN systems (Detailed SOW attached)		

Total Cost

Unit Cost	Extended Cost
73345.92	\$146,691.84
6139.05	\$12,278.10
	\$16,000.00
	\$174,969.94

Quote Name:



Quotation

Bill To	Ship To	Quotation #:	21950842
STATE OF WEST VIRGINIA DEPT OF ADMIN BLDG 5 1900 KANAWHA BLVD E FL10 CHARLESTON WV 25305 ATTN OFFICE OF TECHNOLOGY	STATE OF WEST VIRGINIA	Order #:	
		Quotation Date:	09/12/2016
		Expiration Date:	10/12/2016
		Client Reference:	
		Account Rep:	Wanda Castelvechhi

Notes: Free Ground Freight

Line No.	Quantity	Part Number	MFG	Description	Unit Price	Ext Price
001	1	SW-2-CL-BASE	NETAPP	SW-2,BASE,CL,NODE	\$0.00	\$0.00
002	1	AFF8040-R6	NETAPP	AFF8040 MODEL	\$0.00	\$0.00
003	2	AFF8040A-001-R6	NETAPP	AFF8040 HA SYSTEM	\$1,204.00	\$2,408.00
004	1	X6227-R6-C	NETAPP	CHASSIS,FAS8040/60/80 W/CNTRL SLOTS,AC PS,-C	\$0.00	\$0.00
005	2	X6584-R6-C	NETAPP	CABLE,ETHERNET,1M RJ45 CAT6,-C	\$0.00	\$0.00
006	4	X6594-R6-C	NETAPP	CABLE,SAS CNTLR-SHELF/SHELF-SHELF,HA,1M,-C	\$21.00	\$84.00
007	12	X6536-R6-C	NETAPP	CABLE,CNTRLR-SHELF/SWITCH,5M,LC/LC,OP,-C	\$31.50	\$378.00
008	1	X6562-R6-C	NETAPP	CABLE,ETHERNET,5M RJ45 CAT6,-C	\$0.00	\$0.00
009	4	X6566B-05-R6-C	NETAPP	CABLE,DIRECT ATTACH CU SFP+ 10G,0.5M,-C	\$30.00	\$120.00
010	2	X2069-R6-C	NETAPP	HBA,4-PORT SAS 3/6/12GBPS QSFP PCIE,-C	\$196.00	\$392.00
011	1	DS2246-AF384-24S-0P-R6-C	NETAPP	SSD SHLF,AFF,24X1.6TB,0P,-C	\$25,035.35	\$25,035.35
012	2	X5529A-R6-C	NETAPP	RACKMOUNT KIT,SWIFT,4-POST,SQUARE-HOLE,-C	\$15.00	\$30.00
013	8	X6596-R6-C	NETAPP	SFP+ FC OPTICAL 16GB,-C	\$165.60	\$1,324.80
014	1	ALL-FLASH-OPTIMIZED	NETAPP	OPTIMIZED SSD PERSONALITY	\$0.00	\$0.00
015	1	DOC-AFF80X0-C	NETAPP	DOCUMENTS,AFF80X0,-C	\$0.00	\$0.00

016	4	X1558A-R6-C	NETAPP	POWER CABLE,IN-CABINET,48-IN,C13-C14,-C	\$0.00	\$0.00
017	384	SW-FLASH-BUNDLE-C	NETAPP	SW,FLASHBUNDLE,PER-0.1TB,ULTRAPERF-STOR,-C	\$110.39	\$42,389.76
018	1	CS-MV-CI-FLEXPOD	NETAPP	FLEXPOD SUPPORT Line Note: 4 YEARS SUPPORT	\$12.00	\$12.00
019	2	X1117A-EN-R6-C	NETAPP	NICII 2-PORT BARE CAGE SFP+ 10GBE PCIE,EN,-C	\$279.30	\$558.60
020	4	X6569-R6-C	NETAPP	SFP+ FOR X1117A,OPTICAL,10GBE,R6,-C	\$140.00	\$560.00
021	1	CS-A2-NBR-VA	NETAPP	SUPPORTEDGE STANDARD PART REPLACE NBD,VA Line Note: 4 YEARS SUPPORT	\$6,127.05	\$6,127.05
022	1	SW-2-CL-BASE	NETAPP	SW-2,BASE,CL,NODE	\$0.00	\$0.00
023	1	AFF8040-R6	NETAPP	AFF8040 MODEL	\$0.00	\$0.00
024	2	AFF8040A-001-R6	NETAPP	AFF8040 HA SYSTEM	\$1,290.00	\$2,580.00
025	1	X6227-R6-C	NETAPP	CHASSIS,FAS8040/60/80 W/CNTRL SLOTS,AC PS,-C	\$0.00	\$0.00
026	2	X6584-R6-C	NETAPP	CABLE,ETHERNET,1M RJ45 CAT6,-C	\$0.00	\$0.00
027	4	X6594-R6-C	NETAPP	CABLE,SAS CNTLR-SHELF/SHELF-SHELF,HA,1M,-C	\$20.00	\$80.00
028	12	X6536-R6-C	NETAPP	CABLE,CNTLR-SHELF/SWITCH,5M,LC/LC,OP,-C	\$30.00	\$360.00
029	1	X6562-R6-C	NETAPP	CABLE,ETHERNET,5M RJ45 CAT6,-C	\$0.00	\$0.00
030	4	X6566B-05-R6-C	NETAPP	CABLE,DIRECT ATTACH CU SFP+ 10G,0.5M,-C	\$25.20	\$100.80
031	2	X2069-R6-C	NETAPP	HBA,4-PORT SAS 3/6/12GBPS QSFP PCIE,-C	\$196.00	\$392.00
032	1	DS2246-AF384-24S-0P-R6-C	NETAPP	SSD SHLF,AFF,24X1.6TB,0P,-C	\$25,035.35	\$25,035.35
033	2	X5529A-R6-C	NETAPP	RACKMOUNT KIT,SWIFT,4-POST,SQUARE-HOLE,-C	\$15.00	\$30.00
034	8	X6596-R6-C	NETAPP	SFP+ FC OPTICAL 16GB,-C	\$165.60	\$1,324.80
035	1	ALL-FLASH-OPTIMIZED	NETAPP	OPTIMIZED SSD PERSONALITY	\$0.00	\$0.00
036	1	DOC-AFF80X0-C	NETAPP	DOCUMENTS,AFF80X0,-C	\$0.00	\$0.00
037	4	X1558A-R6-C	NETAPP	POWER CABLE,IN-CABINET,48-IN,C13-C14,-C	\$0.00	\$0.00
038	384	SW-FLASH-BUNDLE-C	NETAPP	SW,FLASHBUNDLE,PER-0.1TB,ULTRAPERF-STOR,-C	\$110.39	\$42,389.76
039	1	CS-MV-CI-FLEXPOD	NETAPP	FLEXPOD SUPPORT	\$12.00	\$12.00

				Line Note: 4 YEARS SUPPORT		
040	2	X1117A-EN-R6-C	NETAPP	NICII 2-PORT BARE CAGE SFP+ 10GBE PCIE,EN,-C	\$279.30	\$558.60
041	4	X6569-R6-C	NETAPP	SFP+ FOR X1117A,OPTICAL,10GBE,R6,-C	\$140.00	\$560.00
042	1	CS-A2-NBR-VA	NETAPP	SUPPORTEDGE STANDARD PART REPLACE NBD,VA	\$6,127.05	\$6,127.05
				Line Note: 4 YEARS SUPPORT		

By placing an order with ePlus for products or services you agree to comply with the Terms and Conditions for Purchasing Products and Services located at <http://www.eplus.com/terms-and-conditions/Pages/Products-Services-Terms-and-Conditions.aspx> (the 'Order Terms'). Unless there is a separate written agreement signed on behalf of both you and ePlus by a duly authorized officer, the Order Terms shall be the only terms and conditions applicable to transactions between you and ePlus, and no additional or contrary terms referenced in a purchase order, document, or electronic communication shall apply. In no event shall ePlus performance under a purchase order be deemed to constitute acceptance of any terms and conditions set forth therein.

[ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or \[leasing@eplus.com\]\(mailto:leasing@eplus.com\) to receive a lease quote today.](#)

Thank you for your inquiry. Please note the following about this quotation: It will expire on the date stated above. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Extended Warranties and Professional Services are available.

<p>Customer Acceptance</p> <p>Signature: _____ Date: _____</p> <p>Name: _____ PO #: _____</p> <p>Title: _____ Ship Via: _____</p> <p>This quotation is confidential for your internal use only.</p> <p>This is a solicitation for an offer and is subject to credit approval. No contract is formed unless a purchase order or other offer is received and accepted by our office. If you accept this quotation with the intent to have your chosen leasing company to pay the costs directly, please note that if the Lessor does not pay ePlus for any reason, you will be responsible for payment to ePlus.</p>	<p>To Place An Order , Please Contact:</p> <p>Sales: Patrick O'Neil</p> <p>Phone: 703-984-8245</p> <p>Fax: _____</p> <p>Email: poneil@eplus.com</p> <p>Address: 13595 Dulles Technology Drive - Herndon, VA 20171</p> <p>Note: Thank you for your business!</p>	<p>Sub Total: \$ 158,969.92</p> <p>Est. Tax:</p> <p>Shp&Hnd: \$ 0.00</p> <hr/> <p>Total: \$ 158,969.92</p>
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ATTACHMENT B - Complete Solution Item List Template

Part #	Detailed Description	Unit of Measure	Quantity
SW-2-CL-BASE	SW-2,Base,CL,Node		1
AFF8040-R6			1
AFF8040A-001-R6	AFF8040 HA System		2
X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C		1
X6584-R6-C	Cable,Ethernet,1m RJ45 CAT6,-C		2
X6594-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf,HA,1m,-C		4
X6536-R6-C	Cable,Cntlr-Shelf/Switch,5m,LC/LC,Op,-C		12
X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C		1
X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C		4
X2069-R6-C	HBA,4-Port SAS 3/6/12Gbps QSFP PCIe,-C		2
DS2246-AF384-24S-OP-R6-C	SSD SHLF,AFF,24x1.6TB,OP,-C		1
X5529A-R6-C	Rackmount Kit,Swift,4-Post,Square-Hole,-C		2
X6596-R6-C	SFP+ FC Optical 16Gb,-C		8
ALL-FLASH-OPTIMIZED	Optimized SSD Personality		1
DOC-AFF80X0-C	Documents,AFF80X0,-C		1
X1558A-R6-C	Power Cable,In-Cabinet,48-IN,C13-C14,-C		4
SW-FLASH-BUNDLE-C	SW,FlashBundle,Per-0.1TB,UltraPerf-Stor,-C		384
CS-MV-CI-FLEXPOD	FlexPod Support		1
X1117A-EN-R6-C	NICII 2-Port Bare Cage SFP+ 10GbE PCIe,EN,-C		2
X6569-R6-C	SFP+ for X1117A,Optical,10GbE,R6,-C		4
CS-A2-NBR-VA	SupportEdge Standard Part Replace NBD,VA	48 months	1
SW-2-CL-BASE	SW-2,Base,CL,Node		1
AFF8040-R6			1
AFF8040A-001-R6	AFF8040 HA System		2
X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C		1
X6584-R6-C	Cable,Ethernet,1m RJ45 CAT6,-C		2
X6594-R6-C	Cable,SAS Cntlr-Shelf/Shelf-Shelf,HA,1m,-C		4
X6536-R6-C	Cable,Cntlr-Shelf/Switch,5m,LC/LC,Op,-C		12
X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C		1
X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C		4
X2069-R6-C	HBA,4-Port SAS 3/6/12Gbps QSFP PCIe,-C		2
DS2246-AF384-24S-OP-R6-C	SSD SHLF,AFF,24x1.6TB,OP,-C		1
X5529A-R6-C	Rackmount Kit,Swift,4-Post,Square-Hole,-C		2
X6596-R6-C	SFP+ FC Optical 16Gb,-C		8
ALL-FLASH-OPTIMIZED	Optimized SSD Personality		1
DOC-AFF80X0-C	Documents,AFF80X0,-C		1
X1558A-R6-C	Power Cable,In-Cabinet,48-IN,C13-C14,-C		4
SW-FLASH-BUNDLE-C	SW,FlashBundle,Per-0.1TB,UltraPerf-Stor,-C		384
CS-MV-CI-FLEXPOD	FlexPod Support		1
X1117A-EN-R6-C	NICII 2-Port Bare Cage SFP+ 10GbE PCIe,EN,-C		2
X6569-R6-C	SFP+ for X1117A,Optical,10GbE,R6,-C		4
CS-A2-NBR-VA	SupportEdge Standard Part Replace NBD,VA	48 months	1

ePlus Technology, inc.
www.eplus.com
511 Davis Drive, Suite 350, Morrisville, NC 27560

State of West Virginia

NetApp

SOW# State of West Virginia-NetApp-NC-FL-50006

8/30/2016

Stephanie Gale

Department of Administration Office of Technology 1900 Kanawha Blvd E Bldg 5 10th Floor Charleston, WV 25305

304-558-8801

stephanie.l.gale@wvu.edu



1.0 INTRODUCTION AND EXECUTIVE SUMMARY

This Agreement and Statement of Work (this "Agreement" or "SOW") is made this 30th day of August, 2016 ("Effective Date") by and between State of West Virginia ("Customer") and ePlus Technology, inc. ("ePlus") (each of ePlus and Customer a "Party" and together the "Parties").

1.1 EXECUTIVE SUMMARY OF THE SERVICES

The Customer is performing a NetApp storage addition in two (2) datacenter locations. ePlus will provide engineering services to design, install and configure the infrastructure components.

1.2 DEFINITIONS

Deliverable: A measureable indication of progress within a given phase, documentation in hard copy or electronic form such as analyses, reports, manuals, test results, or any other items as set forth in section 2.2.

Milestone: A specific goal, objective or event pertaining to services described in this SOW.

Normal Business Hours: The hours of Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding any federal and ePlus observed holidays. A list of ePlus observed holidays will be provided upon request.

Products: Third-party hardware and/or software products are sold separately and are not deliverables.

2.0 SCOPE

2.1 SERVICES

The Services that ePlus and/or its subcontractor shall provide will include:

Project Description

- Design, Configure & Implement two (2) NetApp CDOT clusters with each cluster consisting of one (1) NetApp AFF 8040 pair along with one (1) DS2246 disk shelf
- If necessary, install and configure OnCommand Unified and Performance Manager or add systems to existing UM and PM infrastructure
- Perform failover testing on systems
- Provide system documentation

Planning & Design

- NetApp Cluster and Storage Virtual Machine planning to include:
 - Shelf Stack topology
 - Aggregate layout
 - Volume layout
 - Data Protection
 - Networking (LAN/SAN)

NetApp Install and Config-Tasks to be performed per cluster

- Rack and install two (2) NetApp AFF 8040 nodes and one (1) SSD shelf
- Perform the following on one (1) new cluster:
 - Perform basic setup
 - Create the initial cluster and join all subsequent nodes

- Ensure each node's root aggregate is on preferred disks, correct if needed
- Assign disks and lay out data aggregates
- Enable failover relationships
 - If a two-node cluster ensure quorum is configured appropriately
- Upgrade ONTAP if required on all nodes in the cluster
- Upgrade any required firmware on all nodes in the cluster
- Verify installed licenses
- Verify proper multi-pathing of all connected shelves
- Configure ACP out of band shelf access
- Configure default volume settings
- Configure the Service Processor for out of band access
- Setup DNS, SNMP, syslog, NTP
- Setup and verify Autosupport for all nodes
- Configure networking
 - Virtual interface groups, broadcast domains, VLANs and underlying network configuration
 - Provide suggested Cisco network configuration to match NetApp configuration
 - Configure LIF failover groups
- Create Storage Virtual Machines (svm) according to strategy
 - Create and configure IP networking
 - Including possible use of link aggregation groups and trunks
 - Failover groups where appropriate
 - Join to AD and configure CIFS
 - Demonstrate creation of a sample export policy
 - Demonstrate the creation of a volume and junction it into the global namespace for the svm
 - Demonstrate the creation of a sample CIFS share and ensure it is writable
 - Configure NFS service
 - Demonstrate creation of a sample export policy
 - Demonstrate the creation of a volume and junction it into the global namespace for the svm
 - Mount the above volume and ensure it is writable
 - Configure iSCSI service
 - Demonstrate the creation of a LUN, portset, and igroup
 - Mount the LUN and ensure it is writable
 - Configure Fibre Channel service
 - Demonstrate the creation of a LUN, portset and igroup
 - Mount the LUN and ensure it is writable
 - Configure storage efficiency policies
 - Demonstrate the creation of a data protection SnapMirror relationship
 - Demonstrate a volume move
 - Demonstrate a local snapshot operation
 - Demonstrate storage qos

OnCommand Unified and Performance Manager

- Install and configure one (1) instance of Unified Manager
- Install and configure one (1) instance of Performance Manager
- Add cluster and verify polling
- Create sample notification alert

Failover Testing

- Perform failure testing on every cable within the system
 - Ensure LIF failover groups function as desired
 - Ensure cluster network connectivity is uninterrupted
 - Ensure disk shelf connectivity isn't compromised
- Perform failure testing on every component within the system including each controller
 - Test orderly controller takeover and giveback
 - Test power failure to each controller
- Document the results of the testing, including failover durations and any temporary loss of service
- Perform volume moves and determine what if any temporary interruption of service is experienced

2.2 DELIVERABLES

ePlus will provide Services only, and no Deliverables will be provided except as follows:

- Results of NetApp High Availability testing
- Results of NetApp Config Advisor Tool
- NetApp As-Built configurations for two (2) Clusters
- Clustered ONTAP advanced documentation package including operation run books

Notwithstanding anything to the contrary set forth herein: (i) ePlus shall have the right to retain a copy of any work product of its personnel for its records; (ii) as part of ePlus' provision of the Services, ePlus may utilize proprietary works of authorship that have not been created specifically for Customer, including without limitation computer programs, methodologies, designs, tools, and documentation, as well as intellectual property rights, ideas, concepts, know-how, or data, and any derivatives thereof, which have been originated, developed or purchased by ePlus or its affiliate, subcontractors or suppliers ("ePlus Information"); and (iii) ePlus Information and ePlus' administrative communications and records relating to the Services shall remain the sole and exclusive property of ePlus.

2.3 PLACE OF PERFORMANCE

Unless otherwise specified elsewhere in this SOW, all on-site Services will be performed at Customer's facilities located at the following location(s) ("Customer Site"):

- Department of Administration Office of Technology 1900 Kanawha Blvd E Bldg 5 10th Floor Charleston, WV 25305

3.0 CUSTOMER RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

During the course of this project, ePlus will require the support of Customer staff and computing resources. If the required Customer resources cannot be made available, the scope of the Services, estimated schedule (see section 5.1), or both may be affected. Customer agrees to provide the following:

- A work area suitable for the tasks to be performed and any required software or documentation.
- If Customer directly procures any hardware or software required for this project, Customer agrees to provide the hardware, software and any accompanying support documentation or instructions.
- Ensure sufficient rack space, power, electric, cooling, etc. for new hardware is in place prior to implementation
 - **Note:** The Customer is responsible for moving existing equipment within a rack to make sufficient space for new hardware. ePlus resources are not responsible for moving existing equipment during the physical installation of new hardware.
- Customer is responsible for the removal and disposal of hardware being replaced as part of this project.

- Provide location for disposal of packing materials. ePlus will dispose of debris (cardboard, plastic, wood skids, Styrofoam and other miscellaneous packing materials) in customer-supplied dumpster
- Customer will provide patch cables related to project unless otherwise specified in this SOW.
- A secure storage location for all equipment delivered to the Customer Site until the scheduled ePlus installation date, if applicable.
- Contact personnel to escort the ePlus resource(s) through the Customer Site.
- Access to the Customer Site during the work hours required for this project.
- Current network topology
- Electrical power outlets to support requirements of the installed network equipment
- Provide a single technical point of contact, who is familiar with the IT environment and requirements, to work with ePlus engineering resource(s) throughout project and act as a liaison between the Customer's staff.
- Provide requested network diagrams/information to ePlus resource within two (2) days of the initial request.

3.2 SYSTEM RESPONSIBILITIES

- Customer is responsible for providing all software and associated licenses.
- Unless otherwise agreed by the Parties, Customer shall respond within two (2) business days of ePlus' request for documentation or information needed for the project.
- Customer shall ensure that contracts with its own vendors and third parties are fully executed and enable Customer's business requirements to be met in full. Customer shall be responsible for all payments to, and the performance of, all non-ePlus entities assigned to, or working on this project.
- ePlus will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- Should a manufacturer provide Customer with specialized or custom software unique to Customer, ePlus will not be responsible for any delays or failures to perform related to use of such software.
- ePlus shall not be responsible for support and maintenance of Products.
- Unless otherwise specified in this SOW, ePlus shall not be responsible for any customization of, or labor to install software (except operating systems or firmware pre-installed by the manufacturer).
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control.
- Services exclude any hardware upgrade required to run new or updated software.

4.0 ASSUMPTIONS

4.1 GENERAL ASSUMPTIONS

The following assumptions were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then ePlus may modify the price, scope of work or Milestones pursuant to the Change Management Procedure set forth herein. ePlus assumes:

- Where applicable, Customer's Site shall be ready prior to the date scheduled for ePlus to perform the Services. Costs associated with Customer's inability to (1) make the Customer Site ready or (2) meet any of the other responsibilities specified in this SOW shall be billed at ePlus' then-current time and materials rates plus travel and other related expenses. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

- This SOW defines exclusively the scope of the Services. This SOW shall not apply to any purchase, support or maintenance of Products, which are purchased separately.
- In the event ePlus is required to provide third party materials under this SOW (i.e. cables, racks, etc.), Customer shall be responsible for any costs, maintenance and/or warranty obligations therein.
- Acceptance tests conducted in respect of the Services shall apply only to such Services and shall not constitute acceptance or rejection of any Product purchased or licensed separately by Customer.
- The schedule shall be extended up to thirty (30) days for any personnel change requests made by Customer.
- Customer acknowledges that at any time during the project, if progress is stalled, by no fault of ePlus, for more than twenty (20) contiguous Business Days, ePlus reserves the right to issue a Milestone Completion Certificate for work that has been completed.
- Documents are created using ePlus templates (structure and format) and delivered to Customer in softcopy only. Customization to deliverable documents (structure, format, and/or other non-standard content) must be handled via a Change Request (CR) unless explicitly stated in this SOW.
- ePlus Deliverable Documents include up to two (2) revisions, per document, based on Customer feedback. Subsequent revisions will require a CR or separate SOW.

5.0 PERIOD OF PERFORMANCE

5.1 ESTIMATED TIMELINE

The estimated timeline for the Services will begin within thirty (30) days after execution of this SOW and continue for not more than less than 6 months. If Services have not been scheduled at the execution of this SOW, a timeline should be developed mutually by the Parties and agreed to before each phase of the Services begins. The actual start date will depend on the following considerations:

- Scheduled availability of a qualified systems engineer
- Receipt of Product and any necessary equipment
- Receipt of signed SOW from Customer prior to proposed start date
- Receipt of purchase order from Customer

5.2 TERMINATION

Either Party may terminate the SOW for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Customer cancels any Services with less than two (2) weeks prior notice, Customer shall reimburse ePlus for any non-refundable expenses incurred in preparation for such cancelled Services.

6.0 PRICING AND PAYMENT TERMS

For the Services performed under this SOW, Customer agrees to pay ePlus a fee of **\$16,000.00** (the "Fee").

Milestones are as follows:

TITLE:	DESCRIPTION:	AMOUNT:
Milestone 1	SOW Acceptance	\$8,000.00
Milestone 2	Project Completion	\$8,000.00

Fees include reasonable travel to and from the required location and incidental expenses. Customer shall issue a purchase order adequate to cover the Fee prior to commencement of Services. Fees for additional services related to but not defined in this SOW will be on a time and materials basis at a rate set forth in a written amendment or Change Request. All tasks under this SOW will be completed during Normal Business Hours.

Payment is due upon receipt of invoice. Customer acknowledges that ePlus may participate in and retain the benefit of incentive plans or other programs with, among others, its travel providers wherein ePlus may receive benefits, such as frequent flier miles or other consideration for corporate travel volume. Fees, expenses and other charges for the Services do not include sales, use, excise, value added, or other applicable taxes, tariffs or duties. Payment that may be due on such amounts, and shall be the sole responsibility of Customer (excluding any applicable taxes based on ePlus' net income or taxes arising from the employment or independent contractor relationship between ePlus and its personnel).

7.0 ACCEPTANCE OF MILESTONES OR SERVICES

Upon ePlus' completion of a Milestone or Service performed, ePlus shall notify Customer by providing one of the following forms of acceptance:

- Signed work order or time sheet; or
- Milestone/Service Completion Certificate ("MCC"); or
- Project completion document

Customer has five (5) working days from the completion of the Services or Milestone, as applicable, to accept the work performed as being complete. Signing of the MCC, or Customer's failure to respond to the MCC within the designated five (5) working day period, signifies Customer's acceptance of the Milestone and that Services have been performed as described in the MCC and in accordance with the SOW. In order to refuse acceptance of the Services, Customer must provide ePlus with full details that show that Services do not conform to the SOW. ePlus shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. The acceptance process shall be repeated until all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

8.0 CHANGE MANAGEMENT PROCEDURES

Any change to the scope of Services or the obligations of the Parties under this SOW shall be set forth in a mutually agreed change request signed by both Parties ("Change Request"). The Change Request may be drafted by either Party and will describe the nature of the change, the reason for the change, and the effect of the change on the scope of work, Deliverables and/or the schedule. The Parties will negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request.

9.0 WARRANTY

ePlus warrants that for a period of thirty (30) days after completion and delivery to the Customer (the "Warranty Period"), any computer program (and associated documentation) developed by ePlus specifically for Customer hereunder shall conform to the specifications applicable thereto in all material respects. In the event Customer notifies ePlus in writing of a breach of the foregoing warranty during the Warranty Period, ePlus shall

promptly use reasonable efforts to remedy such breach at no additional expense to Customer. In the event that ePlus, after using reasonable efforts, is unable to remedy such breach, ePlus' sole liability to Customer in connection with such breach shall be to refund the amount paid by Customer for such computer program. Notwithstanding the foregoing, ePlus shall have no obligation or liability to Customer under this warranty to the extent that a nonconformity results from: (i) Customer's use of such computer program in a manner inconsistent with the documentation therefor; (ii) alterations or modifications made to such computer program by Customer without the

written approval of ePlus; (iii) defects in any third party computer program, including the failure of any such program to operate in strict accordance with specifications; (iv) malfunctions of Customer computer hardware or system environment occurring through no fault of ePlus; (v) Customer's failure to use corrections or enhancements made available by ePlus; or (vi) information, materials or specifications provided by or on behalf of Customer; in each case, whether or not with ePlus' consent. Notwithstanding anything in this Agreement, Customer understands that ePlus shall bear no responsibility for the performance, repair or warranty of any of Customer's software or hardware products or any software, hardware product or service provided to Customer by a third party, and Customer shall look solely to the third party provider for all remedies and support with regard to such products or service. EPLUS DOES NOT WARRANT THAT ANY OF THE COMPUTER PROGRAM(S), CONTENT OR INFORMATION PROVIDED BY EPLUS WILL MEET CUSTOMER'S PARTICULAR PURPOSE OR REQUIREMENTS, NOR THAT THE OPERATION OF ANY SUCH COMPUTER PROGRAM WILL BE UNINTERRUPTED AND/OR ERROR-FREE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS SOW (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), TITLE, NON-INFRINGEMENT OR OTHERWISE, EITHER EXPRESS OR IMPLIED.

10.0 LIMITATION OF LIABILITY

UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS SOW, EPLUS AND ITS AGENTS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CLAIMED TO HAVE RESULTED FROM THE USE, OPERATION, OR PERFORMANCE OF THE PRODUCTS REGARDLESS OF THE FORM OF ACTION. IN NO EVENT WILL EPLUS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF DATA OR PROFITS, (C) ANY CLAIM WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT THEREIN. EXCEPT FOR DAMAGES RESULTING FROM PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGES DIRECTLY RESULTING FROM GROSS NEGLIGENCE, EPLUS' AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS STATEMENT OF WORK. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY CLAIMS BY A THIRD PARTY.

11.0 OTHER TERMS AND CONDITIONS

Effect of Termination: Termination of this SOW does not relieve Customer's obligations to pay all fees that accrued before termination.

Late Payment Charge and Default: Customer agrees to pay a late payment charge computed at the rate of one and one-half percent (1.5%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount due under this Agreement and/or Purchase Orders. A late payment charge will apply to any amount not received by the due date and continue until all overdue payments, including late charges, are paid in full. Failure by ePlus to assess this charge on one occasion in no way affects its right to do so on another occasion. In the event ePlus must resort to collection, Customer shall be responsible for all collection costs, including legal fees. ePlus reserves its right to review and revise either the credit or the payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information to affect such review. ePlus further reserves its right to suspend Services for nonpayment by Customer for Services either under this Agreement and/or Purchase Orders.

Assignment: Neither Party may assign this SOW without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this SOW to a corporation controlling, controlled by or under common control with the assigning Party without the prior written consent of the other Party. Notwithstanding the foregoing, ePlus may assign payment for financing purposes without notifying Customer, but Services will not be affected.

Non-Disclosure: As used herein, "Confidential Information" means the terms and provisions of this Agreement and any related documents delivered hereunder, together with all data, reports, analyses, compilations, records, pricing and evaluation of all or any portion of the transactions contemplated by this Agreement. The Parties agree to protect each other's Confidential Information from unauthorized disclosure to any third party and to disclose the Confidential Information only as required in the performance of this Agreement and/or Purchase Orders, or as may be required by law or otherwise. ePlus may have agreements with some software, hardware, and other vendors. ePlus, its parent, or any affiliates may receive discounts, commissions, rebates, or other consideration from vendors (the "Benefits") and ePlus may disclose to vendors such information about Customer's needs as appropriate to secure the Benefits. Confidential Information must be in writing or other tangible form, marked with an appropriate legend. If not in written or tangible form, it

must be identified as confidential at the time of disclosure and summarized and delivered to the other Party within a reasonable time following disclosure, or must be of a character or nature that a reasonable person under like circumstances would treat as confidential. Confidential Information does not include information that: (i) is or becomes publicly available other than through a breach of this Agreement; or (ii) was in the possession of the receiving Party at the time of disclosure or later becomes available from a third party without obligation of confidentiality; or (iii) is lawfully received by the receiving Party from a third party without breach of this Agreement, provided that the receiving Party is not obligated under separate agreement to hold such information in confidence; or (iv) is independently developed by or for the receiving Party without access to confidential information, as evidenced by its records; or (v) the receiving Party has received written permission from the other Party to disclose; or (vi) the receiving Party is required to disclose pursuant to a valid order of court or other governmental body thereof; provided, however, that the recipient of the information shall first give notice to the disclosing Party and make a reasonable effort to obtain a protective order requiring that the information and/or documents so disclosed will be used for the purposes for which the order was issued. Each Party hereby agrees that all Confidential Information or proprietary rights referred to above shall remain the exclusive property of the disclosing Party and shall be returned to the disclosing Party promptly upon request. Each Party acknowledges and agrees that it would be difficult to fully compensate the other Party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that the non-breaching Party will be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish the Parties' rights to claim and recover damages. The provisions of this Section 11.4 shall remain in effect for a period of three (3) years after the expiration or termination of this Agreement for any reason.

Non-Solicitation: Both Customer and ePlus acknowledge that each has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, during the performance of this SOW and for a period of eighteen (18) months following the completion of work to be performed hereunder, neither ePlus nor Customer shall solicit for hire or hire employees of the other Party. A Party shall not be precluded from hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by the hiring Party; (ii) responds to any public

advertisements; or (iii) has been terminated by the non-hiring Party prior to commencement of employment discussions between the hiring Party and such employee. Should a hiring of an ePlus or Customer employee take place in breach of this Section, the non-hiring Party will be entitled to damages and/or compensation directly from the hiring Party in the amount of twenty (20) percent of the employee's total annual compensation.

Choice of Law, Attorney Fees and Jury Trial Waiver: The laws of the Commonwealth of Virginia will govern the construction and operation of this SOW without regard to the conflicts of laws provisions thereof. In the event it is necessary for ePlus to bring legal action due to Customer's non-payment, ePlus shall be entitled to recover all costs of such action, including reasonable attorneys' fees. The Parties hereto waive, and to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.

Severability: The invalidity of any provision of this SOW will not affect the validity and binding effect of any other provision.

Subcontracting: The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the Parties with respect to the subject matter of this SOW. ePlus retains the right to subcontract any Service described herein to subcontractor(s) of ePlus' choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of ePlus.

Integration; Order of Precedence: This SOW constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this SOW and any exhibits, the provisions of this SOW shall control, except to the extent the provisions in an exhibit expressly provide otherwise. This SOW may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this SOW, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This SOW shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

12.0 SOW ACCEPTANCE

This SOW # State of West Virginia-NetApp-NC-FL-50006 is acceptable. Please sign and return to Greg Stitt at gstitt@eplus.com.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this SOW to be executed.

ePlus Technology, inc.		State of West Virginia	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE		TITLE	
DATE		DATE	
		PO#	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 556865-PROP-7/31-16-17	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED ePlus, Inc. ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon, VA 20171	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Zurich Insurance Company		40142
	INSURER B: Zurich American Insurance Company		16535
	INSURER C: American Guarantee & Liability Ins Co		26247
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CLE-005023445-30 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPO0181237	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPO0181237	07/31/2016	07/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC0181236	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC0181241	07/31/2016	07/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROPERTY			CPO0181237	07/31/2016	07/31/2017	LIMIT \$10,000,000 DED. \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ePlus, Inc
13595 Dulles Technology Drive
Herndon, VA 20171

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED ePlus, Inc. ePlus Technology, Inc. 13595 Dulles Technology Drive Herndon, VA 20171
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

With regard to Property coverage, other deductibles may apply as per policy terms and conditions.

Named Insured Schedule:

ePlus Inc.
ePlus Group, Inc.
ePlus Technology, Inc.
ePlus Technology Services, Inc.
ePlus Government, Inc.
ePlus Capital, Inc.
ePlus Canada Company
ePlus Cloud Services, Inc.
ePlus Jamaica, Inc.
ePlus Iceland, Inc.
Asset Finance Group, Inc.
eManaged Solutions, Inc.
ePlus Government Services, Inc.
Alliance Corp Technologies, Inc.
Pacific Blue Micro, Inc. (dba PBM IT Solutions)
ePlus Technology NE, Inc.
ePlus Software LLC
ePlus Technology of PA, Inc.
ePlus Technology of NC, Inc.



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: 237208

Doc Description: Addendum #1 SAN Storage Systems (OT1705)

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-23	2016-09-08 13:30:00	CRFQ 0210 ISC1700000002	2

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:

ePlus Technology, inc.

13595 Dulles Technology Drive

Herndon, VA 20171

Tel: 703-984-8400

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

FEIN #

54-1904151

DATE

September 14, 2016

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

ADDITIONAL INFORMATION:

Addendum #1 issued to:

1. Extend bid opening date and time to 9/8/2016 @ 1:30pm.

End of Addendum #1.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	San Storage Solutions	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :
SAN Storage Solutions

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Maintenance and Support				

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :
Initial Year Maintenance and Support

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-08-17

SOLICITATION NUMBER: CRFQ ISC1700000002

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to:

1. Extend bid opening date and time to 9/8/2016 @ 1:30pm.

End of Addendum #1.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



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: 237208

Doc Description: Addendum #2 SAN Storage Systems (OT1705)

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-02	2016-09-14 13:30:00	CRFQ 0210 ISC1700000002	3

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:

ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Tel: 703-984-8400

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature X

FEIN # 54-1904151

DATE September 14, 2016

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

ADDITIONAL INFORMATION:

Addendum #2 issued to:

1. Extend bid opening date and time to 9/14/2016 @ 1:30pm. Responses to Vendor questions to be addressed in subsequent addendum.

End of Addendum #2.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	San Storage Solutions	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :

SAN Storage Solutions

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Maintenance and Support				

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :

Initial Year Maintenance and Support

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-08-17

SOLICITATION NUMBER: CRFQ ISC1700000002

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #2 issued to:

1. Extend bid opening date and time to 9/14/2016 @ 1:30pm. Responses to Vendor questions to be addressed in subsequent addendum.

End of Addendum #2.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



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: 237208

Doc Description: SAN Storage Systems (OT1705)

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-08	2016-08-31 13:30:00	CRFQ 0210 ISC1700000002	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:

ePlus Technology, inc.

13595 Dulles Technology Drive, Herndon VA 20171

Phone: 703 984 8400

ePlus Exception to Terms & Conditions

ePlus takes exception to any liquidated damages clauses. We will require mutual agreement as to the scope of the services including any ancillary or dependent services that may affect delivery of services needed to complete this project. We have also provided Attachment 1 - ePlus Statement of Work with our response.

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X (Steve Mencarini, Senior VP)

FEIN #

54-1904151

DATE

September 14, 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 Office of Technology to establish a contract for the one time purchase of hardware, software, licensing, and support for a Storage Area Network (SAN) solution.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	San Storage Solutions	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43210000			

Extended Description :
SAN Storage Solutions

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Maintenance and Support				

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description :
Initial Year Maintenance and Support

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-08-17

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: August 17, 2016 @4:30pm

Submit Questions to: Stephanie Gale

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Stephanie.L.Gale@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 of 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 _____ 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: August 31, 2016 @ 1:30pm

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.

☐

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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 one-thousand (\$1000) dollars, not to exceed ten-thousand (\$10,000) dollars, for every day that the Storage Area Network (SAN) Solution fails after implementation, prior to final acceptance. 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 hearth, 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.


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.

Wanda Castelvechi, Senior Account Executive
(Name, Title)
Wanda Castelvechi, Senior Account Executive
(Printed Name and Title)
4101 Cox Road, Suite 105, Glen Allen VA 23060
(Address)
Phone: 804-591-2485 Fax: 804-591-2495
(Phone Number) / (Fax Number)
wcastelvechi@eplus.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.

ePlus Technology, inc.

(Company)

 Steve Mencarini, Senior Vice President

(Authorized Signature) (Representative Name, Title)

Steve Mencarini, Senior Vice President

(Printed Name and Title of Authorized Representative)

September 14, 2016

(Date)

Phone: 703-984-8400 Fax: 703-984-8600

(Phone Number) (Fax Number)

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 checked="" 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.

ePlus Technology, inc.

Company



(Steve Mencarini, Senior Vice President)

Authorized Signature

September 14, 2016

Date

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

REQUEST FOR QUOTATION
Storage Area Network Solution Hardware, Software, Maintenance

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a contract for the one time purchase of hardware, software, licensing, and support for a Storage Area Network (SAN) solution.

The WVOT is pursuing a contract to purchase a quantity of two (2) Storage Area Networks (SAN) systems that will fully integrate with an existing installed Cisco Unified Computing System (UCS) serving as a platform for Unified Communications applications. One system is located in Charleston, West Virginia, and the second system is located in Clarksburg, West Virginia. The two sites are interconnected by carrier provided 1-Gigabit Switched Ethernet. The vendor solution will provide all software and licensing to provide system management, replication between the two geographically separated systems, and data backup and recovery. Vendor must provide engineering and implementation support to guarantee operational functionality.

- 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 storage area network equipment 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 "SAN" means Storage Area Network

2.5 "TB" means terabyte

2.6 "GB" means gigabyte

2.7 "NBD" means Next Business Day

REQUEST FOR QUOTATION
Storage Area Network Solution Hardware, Software, Maintenance

2.8 “VMS” means Virtual Machines

2.9 “LUN” means Logical Unit Number

2.10 “WAN” means Wide Area Network

2.11 “MS” means milliseconds

3. GENERAL REQUIREMENTS:

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

3.1.1 Vendor must provide, implement and configure two geographically separated Storage Area Network (SAN) systems (hardware and software) and related controllers, within 60 days of notice to proceed, each with the following specifications.

3.1.1.1 SAN systems must have a minimum of twenty-four (24) terabytes of usable storage before compression and deduplication.

3.1.1.2 SAN system must be compatible and interoperable with the following systems and applications:

3.1.1.2.1 Cisco Unified Computing System (UCS), comprised of: Cisco B200 M3 Blade Center, Cisco C220 M3, C240 M3, and C240 M4 Servers, Cisco 6248UP Fiber Interconnect Switch

3.1.1.2.2 Cisco Unified Communications Manager (CUCM) Version 10.x

3.1.1.2.3 Cisco Unity Connection (CUC) Version 10.x

3.1.1.2.4 Cisco Unified Contact Center Express (UCCX) – Enhanced and Premium Version 10.x

3.1.1.2.5 Cisco Integrated Management Controller (CIMC)

3.1.1.2.6 Cisco Unified IM Presence (CUP) Version 10.x

3.1.1.2.7 Cisco Prime Collaboration Deployment (PCD) Version 10.x

REQUEST FOR QUOTATION
Storage Area Network Solution Hardware, Software, Maintenance

- 3.1.1.2.8** Cisco Prime Collaboration Provisioning (PCP) Version 10.x
- 3.1.1.2.9** Cisco Prime Collaboration Assurance (PCA) Version 10.x
- 3.1.1.2.10** Cisco Expressway Version 8.x
- 3.1.1.2.11** Cisco Jabber
- 3.1.1.2.12** VMware ESXi 5 Enterprise (Version 5.5 U3)
- 3.1.1.2.13** VMware vCenter Version 5
- 3.1.1.2.14** Singlewire Software InformaCast IP Paging Version 11.x
- 3.1.1.2.15** Bridge Communication – Bridge Operator Console Version 3.x
- 3.1.1.3** Must provide all software and licenses for system management, data backup (including VMs, managed by VMware vCenter) and replication between systems.
- 3.1.1.4** Must support data compression, deduplication and thin provisioning.
- 3.1.1.5** Systems must be capable of being expanded (scale out) non-disruptively, up to 100 Terabytes (TB) of total uncompressed storage. Performance and capacity shall scale together.
- 3.1.1.6** Must meet the following latency storage performance at all times:
 - 3.1.1.6.1** Host-level kernel disk command latency <4 ms (no spikes above) and
 - 3.1.1.6.2** Physical device command latency <20 ms (no spikes above)
- 3.1.1.7** Must have the ability to enable or disable compression on a per-LUN basis.
- 3.1.1.8** Systems must support asynchronous replication across WAN links.
- 3.1.1.9** Must have the ability to replace individual drives & power supplies while the system is in production without impacting operation.
- 3.1.1.10** The storage array shall have no single point of failure.
- 3.1.1.11** The storage array must be an all flash solution, however the Operating System and associated software may be stored separately on a hard disk drive.
- 3.1.1.12** Each system must provide a minimum of 4-ports of 8 Gigabit Fibre Channel (FC) connectivity and be upgradeable to 16 Gigabit FC.
- 3.1.1.13** Systems must support Fibre Channel over Ethernet (FCoE).
- 3.1.1.14** Must provide 1 and 10 Gigabit Ethernet connectivity, which should support both file and block access..

REQUEST FOR QUOTATION
Storage Area Network Solution Hardware, Software, Maintenance

- 3.1.1.15** Vendor should provide product data sheets showing all part numbers included in their solution with bid, but must provide upon request. Failure to do so may result in disqualification of bid.
- 3.1.1.16** Vendor must complete Attachment B – Complete Solution Item List Template in full by entering the part # (column A) for every item which is part of the vendor solution. Vendor must enter detailed description of product (column B), the unit of measure (column C) in which it is sold and the quantity (column D) used for both Charleston and Clarksburg. Vendor should provide with bid, but must provide upon request. Failure to do so may result in disqualification of bid.
- 3.1.1.17** The hardware must be listed on the VMware Hardware Compatibility List for SAN Storage (reference list at <http://www.wmware.com/go/hcl>).
- 3.1.1.18** Under the supervision of Agency personnel, vendor must implement, configure and test functionality and compatibility with applications listed in 3.1.1.2.1 to 3.1.1.2.15.

3.1.2 Hardware Maintenance and Support Warranty

3.1.2.1 Vendor must provide a four (4) year maintenance service and support warranty for two systems, 8x5xNBD support with the following features:

- 3.1.2.1.1** 24-hours a day, 7 days a week access for telephone support for troubleshooting technical and configuration issues.
- 3.1.2.1.2** Next-business-day (NBD) advance hardware replacement. Vendor must ship a replacement within the Next Business Day after failure to resolve technical issues using telephone support. Replacement part must be received between the hours of 8:00AM through 5:00PM Eastern Standard Time, Monday through Friday excluding State and Federal holidays and weekends.

3.1.3 Specification for System Acceptance

REQUEST FOR QUOTATION
Storage Area Network Solution Hardware, Software, Maintenance

3.1.3.1 The agency will formally accept the systems after the hardware and software have been implemented and confirmed to be working properly for 30 days without any issues. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system, thereby beginning the Hardware Maintenance and Support warranty as specified in Section 3.1.2

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.

4.2 Pricing Page: Vendor should complete the Pricing Page by entering the unit cost in the column G. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

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

5. PAYMENT:

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

REQUEST FOR QUOTATION
Storage Area Network Solution Hardware, Software, Maintenance

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 ten (10) working days after receiving a purchase order. Contract Items must be delivered to Agency at 1900 Kanawha Blvd E., Building 7 Loading Dock, Charleston, WV, 25305.

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 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.

REQUEST FOR QUOTATION
Storage Area Network Solution Hardware, Software, Maintenance

- 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.

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.

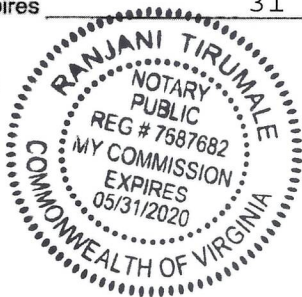
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: ePlus Technology, inc.Authorized Signature: [Signature] Date: September 14, 2016
(Steve Mencarini, Senior Vice President)State of VirginiaCounty of Fairfax, to-wit:Taken, subscribed, and sworn to before me this 14 day of September, 2016My Commission expires 31 May, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

Ranjani Tirumale

Purchasing Affidavit (Revised 07/01/2012)