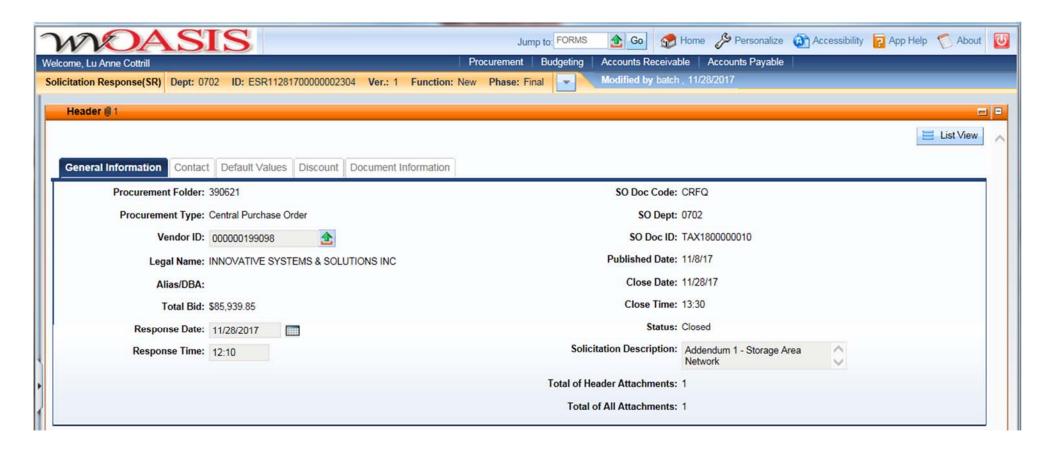
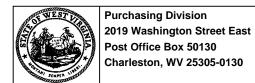


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





## State of West Virginia Solicitation Response

Proc Folder: 390621

Solicitation Description : Addendum 1 - Storage Area Network

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-11-28	SR 0702 ESR11281700000002304	1
	13:30:00		

VENDOR

000000199098

INNOVATIVE SYSTEMS & SOLUTIONS INC

Solicitation Number: CRFQ 0702 TAX1800000010

**Total Bid:** \$85,939.85 **Response Date:** 2017-11-28 **Response Time:** 12:10:46

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

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

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Computer data storage management systems	1.00000	EA	\$68,928.250000	\$68,928.25

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description : SEE ATTACHED SPECIFICATIONS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Maintenance and Warranty for SAN 3 years	1.00000	EA	\$17,011.600000	\$17,011.60

Comm Code	Manufacturer	Specification	Model #
81112303			

Extended Description : SEE ATTACHED SPECIFICATIONS



WV Tax RFP Quote # 019591

Version 1

**Prepared For** 

**ABS Technology** 

**Prepared By** 

**Matt Wedge** 



#### **WV Tax RFP**

**Quote Information:** 

Quote #: 019591

Version: 1

Delivered: 11/27/2017 Expires: 12/27/2017 Prepared for:

ABS Technology Matt Wedge

2809 S Lynnhaven Rd Suite 250 Virginia Beach, VA 23452 mwedge@abstechnology.com

(304) 416-3923

#### Prepared by:

Matt Wedge 304-416-3923

Fax (757) 466-0600

mwedge@abstechnology.com

#### **Bill of Materials**

Ln#	Part #	Description	Qty	Unit Price	Ext. Price
1	K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	1	\$6,986.01	\$6,986.01
2	E7Y70A	HPE 3PAR 8000 2-pt 10Gb Eth Adapter	2	\$713.90	\$1,427.80
3	K2P93B	HPE 3PAR 8000 1.2TB+SW 10K SFF HDD	8	\$646.46	\$5,171.68
4	K2P89B	HPE 3PAR 8000 1.92TB+SW SFF SSD	4	\$4,310.25	\$17,241.00
5	E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	1	\$1,937.73	\$1,937.73
6	HA114A1	HP Installation and Startup Service	1	\$0.00	\$0.00
7	HA114A1 5XU	HPE Startup 3PAR 8200 2N Fld Int Bas SVC	1	\$2,271.15	\$2,271.15
8	HA114A1 5XZ	HPE Startup 3PAR 8000 Fld Int Dr Enc SVC	1	\$312.12	\$312.12
9	K2P93B	HPE 3PAR 8000 1.2TB+SW 10K SFF HDD	8	\$646.46	\$5,171.68
10	K2P89B	HPE 3PAR 8000 1.92TB+SW SFF SSD	4	\$4,310.25	\$17,241.00
11	K2R28A	HPE 3PAR StoreServ SPS Service Processor	1	\$1,880.08	\$1,880.08
12	L7F20AAE	HPE 3PAR All-in S-sys SW Current E-Media	1	\$48.45	\$48.45
13	H1K93A3	HPE 3Y Proactive Care 24x7 wDMR Service	1	\$0.00	\$0.00
14	H1K93A3 W3G	HPE 3PAR 8200 2N+SW Storage Base Support	1	\$1,978.41	\$1,978.41
15	H1K93A3 WSF	HPE 3PAR Internal Entitlement Supp	1	\$0.00	\$0.00
16	H1K93A3 X82	HPE 3PAR 8000 1.2TB+SW 10K SFF HDD Supp	16	\$212.06	\$3,392.96
17	H1K93A3 X8J	HPE 3PAR 8000 1.92TB+SW SFF SSD Supp	8	\$1,354.96	\$10,839.68
18	H1K93A3 YTJ	HPE 3PAR 8000 Drive Encl Support	1	\$186.17	\$186.17
19	H1K93A3 YTP	HPE 3PAR 8000 2-pt 10Gb Eth Adapter Supp	2	\$68.63	\$137.26
20	H1K93A3 YTQ	HPE 3PAR StoreServ SPS Srvc Proc Support	1	\$215.76	\$215.76
21	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl	4	\$65.34	\$261.36
22	H0JD6A1	HPE 3PAR SSD Extended Replacement SVC	8	\$0.00	\$0.00
23	HA124A1	HP Technical Installation Startup SVC	1	\$0.00	\$0.00

mwedge@abstechnology.com



#### **Bill of Materials**

Ln#	Part #	Description	Qty	Unit Price	Ext. Price
24	HA124A1 5XY	HPE Startup 3PAR 8000 Adapter SVC	2	\$284.22	\$568.44
25	HA124A1 5Y0	HPE Startup 3PAR 8K Fld Drv-Drv Enc SVC	2	\$312.12	\$624.24
26	HA124A1 57T	HPE Startup 3PAR 9K File Persona Ste SVC	1	\$3,374.28	\$3,374.28
27	HA124A1 56W	HPE Startup 3PAR 8K All Inc Sngl Sys SVC	1	\$4,542.30	\$4,542.30
28	Shipping	Estimated shipping costs	1	\$130.29	\$130.29
		Subtotal	\$85,939.85		

#### **Quote Summary**

Description	Amount
Bill of Materials	\$85,939.85
Shipping	TBD
Total	\$85,939.85

0: 1	
Signature	Date
Name	Title

mwedge@abstechnology.com



#### **Terms & Conditions - Net 30**

**Payment Terms:** Hardware/Software - Net 30 upon receipt of goods; If services are quoted: Services - 50% deposit with order, 50% upon completion.

**Late Fees:** Any invoiced amount which is not paid when due shall bear interest at the rate of one and one-half percent (1.50%) per month.

**Installation Start Date** (if services are quoted): to be mutually determined by ABS and Customer upon receipt of Sales Agreement.

**Cancellation and Rescheduling** (if services are quoted): Any cancellation or rescheduling within 15 Days of Installation Start Date will result in a 25% penalty of total services budget not to exceed \$5,000. Should the project be terminated prior to completion, Customer will be responsible for all services performed between start date and termination date. All cancellations and rescheduling requests must be made in writing and submitted to ABS Project Manager.

#### **Travel and Expense Policy**

Unless previously specified and mutually agreed upon in writing, reasonable travel expenses for projects are not included in the total price for service engagements with ABS and will be billed as incurred. Customer shall pay all fees specified in the SOW, plus any actual travel and living expenses incurred in the performance of Services. Customer will be invoiced by ABS on a monthly basis for travel and expenses throughout the duration of the project. Payment shall be in U.S. dollars and will be due 30 days from the date of invoice. Payments made later than the due date will accrue interest from the date due to the date paid at the lesser rate of one percent (1.50%) per month or the maximum allowed by applicable law. If a payment is late, ABS shall be entitled to suspend performance of the Services and, at its option, terminate the SOW on written notice.

**General Terms and Conditions:** This proposal is valid until the expiration date listed on the proposal. The proposed configuration and pricing is confidential and can not be provided to any other Company or Vendor without prior written authorization from ABS. This proposal has been based on information provided by your organization and thus may contain omissions or errors for which ABS is not responsible. Any additional cost as a result of omissions or unforeseen integration problems will be billed separately. All applicable taxes and shipping charges will be added at the time of invoice.

#### Exhibit A - Pricing Page Storage Area Networks (SAN)

Item #	Part Number	Item Description	Brand of Equipment Bid	Unit of Measure	Quantity	Unit Cost	Extended Price
3.1.1		SAN		Each	1	\$ 68,928.25-	\$ 68,928.25 -
3.1.2		Hardware Warranty for SAN (3 years)		Each	1	\$17,011.60-	\$ 17,011.60 -
						Total Bid Amount	\$ 85,939.85 -



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

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

Proc Folder: 390621

Doc Description: Storage Area Network

Proc Type: Central Purchase Order

Solicitation Closes Date Issued Solicitation No Version 2017-11-08 2017-11-28 CRFQ 0702 TAX1800000010 1 13:30:00

#### 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:

**ABS Technology** 2809 S. Lynnhaven Rd. Suite 250 Virginia Beach, VA 23452 757-466-0004

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Signature X

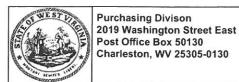
FEIN # 54-1954271

DATE 11/22/2017

All offers subject to terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001



#### State of West Virginia Request for Quotation 21 — Info Technology

Proc Folder: 390621

Doc Description: Addendum 1 - Storage Area Network

Proc Type: Central Purchase Order

**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:

ABS Technology 2809 S. Lynnhaven Rd. Suite 250 Virginia Beach, VA 23452 757-466-0004

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers (304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN # 54-1954271

DATE 11/22/2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

**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.

marie Das	ار حال	Contracts Administrator
(Name, Title)		
Marie Davis, Contract	s Adminis	trator
(Printed Name and Title)		
2809 S. Lynnhaven Rd.	Suite 250	Virginia Beach, VA 23452
(Address)		
757-419-2204 757-4	66-0600	
(Phone Number) / (Fax N	lumber)	
mdavis@abstechnology	.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.

ABS Technolog	зу	
(Company)	2	
All	CEO	
(Authorized Signat	ture) (Representative Name, Title)	
Hunter Dorroh,	CEO	
(Printed Name and	Title of Authorized Representative)	
11/22/2017		
(Date)		
757-466-0004	757-466-0600	
(Phone Number) (I	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 recei	ved)			
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ 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.				
ABS Technology				
Company				
Authorized Signature				
11/22/2017				
Date				
NOTE: This addendum acknowledgement sh	ould be submitted with the bid to expedite			

Revised 07/07/2017

document processing.

#### West Virginia Ethics Commission



#### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: ABS Technology	Address:	2809 S. Lynnhaven Rd. Suite 250
		Virginia Beach, VA 23452
Authorized Agent: Hunter Dorroh	_ Address:	2809 S. Lynnhaven Rd. Suite 250
Contract Number: CRFQ TAX1800000010	Contract Descrip	tion: Storage Area Network
Governmental agency awarding contract: West Virgin	nia Tax Division	
☐ Check here if this is a Supplemental Disclosure		
List the Names of Interested Parties to the contract which are entity for each category below (attach additional pages if ne	e known or reasona ecessary):	ably anticipated by the contracting business
Subcontractors or other entities performing work of the Check here if none, otherwise list entity/individual national contractors.		e Contract
2. Any person or entity who owns 25% or more of con Check here if none, otherwise list entity/individual na J. Hunter Dorroh III		ot applicable to publicly traded entities)
3. Any person or entity that facilitated, or negotiated services related to the negotiation or drafting of the Check here if none, otherwise list entity/individual nature:	applicable contra	ne applicable contract (excluding legal act)
Notary Verification		
entity listed above, being duly sworn, acknowledge that the penalty of perjury.	unty of Vivolv , the au e Disclosure herein	uthorized agent of the contracting business
Taken, sworn to and subscribed before me this	day of	vember, 2017.
To be completed by State Agency:  Date Received by State Agency:  Date submitted to Ethics Commission:  Governmental agency submitting Disclosure:	Notary Pub	Stephanie Cormier Commonwealth of Virginia Notary Public Correction My Commission Expires 17, 102, 2017

WV-10 Approved / Revised 12/16/15

## State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

	ing the date of this certification; or,	ded contir	he reason checked: ntinuously in West Virginia for four (4) years immediately preced- vendor and has maintained its headquarters or principal place of	
	business continuously in West Virginia for four (4)	years imr	nmediately preceding the date of this certification;	
	of bidder held by another entity that meets the ap	tion, or co oplicable	corporation with at least eighty percent of ownership interest le four year residency requirement; or,	
	Bidder is a nonresident vendor which has an affiliate and which has maintained its headquarters or princ years immediately preceding the date of this certifi	cipal place	sidiary which employs a minimum of one hundred state residents ace of business within West Virginia continuously for the four (4) or,	
2.	Application is made for 2.5% vendor preference Bidder is a resident vendor who certifies that, duri working on the project being bid are residents of Weimmediately preceding submission of this bid; or,	ing the life	he reason checked: life of the contract, on average at least 75% of the employees inia who have resided in the state continuously for the two years	
3.	has an affiliate or subsidiary which maintains its is employs a minimum of one hundred state resider completing the project which is the subject of the average at least seventy-five percent of the bidder	nimum of cheadquarents, and for bidder's r's employ	ne reason checked: of one hundred state residents, or a nonresident vendor which arters or principal place of business within West Virginia and I for purposes of producing or distributing the commodities or 's bid and continuously over the entire term of the project, on loyees or the bidder's affiliate's or subsidiary's employees are continuously for the two immediately preceding years and the	
<b>4.</b>	Application is made for 5% vendor preference Bidder meets either the requirement of both subdivi	for the reisions (1)	reason checked: 1) and (2) or subdivision (1) and (3) as stated above; or,	
5.	Application is made for 3.5% vendor preference Bidder is an individual resident vendor who is a veter and has resided in West Virginia continuously for submitted; or,	an of the L	is a veteran for the reason checked: e United States armed forces, the reserves or the National Guard ur years immediately preceding the date on which the bid is	
6.	purposes of producing or distributing the commoditi- continuously over the entire term of the project, on	United States or come average	is a veteran for the reason checked: States armed forces, the reserves or the National Guard, if, for empleting the project which is the subject of the vendor's bid and ge at least seventy-five percent of the vendor's employees are entinuously for the two immediately preceding years.	
7.	dance with West Virginia Code §5A-3-59 and W	lest Virgi	t small, women- and minority-owned business, in accor- ginia Code of State Rules. t award by the Purchasing Division as a certified small, women-	
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.				
By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.				
Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.				
Bidder:	ABS Technology	Signed:	l:	
Date:	11/22/2017	Title:	CEÓ	
*Check ar	ny combination of preference consideration(s) indicated above	ve, which ye	you are entitled to receive.	

#### 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:**

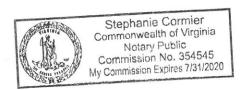
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due 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 exceed 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.

# Vendor's Name: ABS Technology Authorized Signature: Date: 11 12 17 State of VA County of Vivaira Beach, to-wit: Taken, subscribed, and sworn to before me this 21 day of November, 2017. My Commission expires July 31, 2020. AFFIX SEAL HERE NOTARY PUBLIC Purchasing Affidavit (Revised 08/01/2015)



WITNESS THE FOLLOWING SIGNATURE: