


Request for Bid	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-8853	Bid # R1901666		
Vendor: _____ For information call: _____ <div style="display: flex; justify-content: space-between;"> <div> Phone: _____ </div> <div> Buyer: Brianna Salyers Salyers44@marshall.edu and purchasing@marshall.edu </div> </div>				
FEIN/SSN: _____ Fax: _____ Phone: (304) 696-8853				
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for each item contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.				
DATE 3/12/2019	DELIVERY IS REQUIRED NO LATER THAN	DEPARTMENT REQUISITION NO.	BID OPENS: 3:00 PM on March 19, 2019	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		Marshall University will accept bids for the following item(s) until <u>3:00 pm</u> on <u>March 19, 2019</u> . At that time, bids will be opened and recorded in Room 125, Old Main Building, Huntington, WV 25755. <div style="text-align: center;"> Dell Hardware, Software, Services and Maintenance for 36 months (No Substitutions) </div>		
Total				

To the Office of Purchasing,

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days (unless a different period is inserted by the purchaser) from the bid opening date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder's guarantees shipment from _____ within _____ days
 FOB _____ After receipt of order at address shown
 Terms _____

Bidder's name Vendor) _____
 Title _____
 Signed By _____
 Typed Name _____
 Street Address _____
 City/State/Zip _____
 Date: _____ Phone: _____
 Fein: _____
 Email: _____

INSTRUCTIONS TO BIDDERS

(Purchases greater than \$50,000)

1. **BIDDER'S REPRESENTATIONS:** the bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** the bid, the bid security, if any and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a sealed bid and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** the State of West Virginia, the Governing Board and its institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes.

1. INTRODUCTION

1.1 General Information

Marshall University, herein referred to as "MU", "Marshall" or "University", is soliciting bids for Dell Hardware, Software, Services and Maintenance until 3:00PM on March 19, 2019. At that time, Marshall University will open and record bids in the Old Main Building, Room 125, Huntington, WV. Products and Services must be specified; equivalent is not acceptable.

Marshall reserves the right to accept or reject any or all bids, in whole or in part, if to do so is in the best interest of the University. It is the intent of the Buyer to award a purchase order to the lowest, responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the University's best interest. All bids are governed by West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. Marshall reserves the right to ask vendors for additional information to clarify their bids. Nothing may be added to alter the written solution or method contained in the original bid after the bid opening.

1.2 Time

Response time is essential in the bid. No extension will be allowed.

1.3 Inquiries

All inquiries and questions must be emailed to:

Bre Salyers, Purchasing Agent
Marshall University Office of Purchasing
E-Mail: salyers44@marshall.edu and
purchasing@marshall.edu
Subject Field: RFB # R1901666 Questions

Bidders shall not make direct or indirect contact with anyone outside the Office of Purchasing to discuss or request information about any aspect of the procurement, including the RFB or its associated evaluation process, except as authorized in the RFB. Violation of this clause will result in bid disqualification.

The University reserves the right to amend times and dates in its sole discretion. Any bids not received by the date and time specified in the RFB will be disqualified. A copy of the RFB (including all attachments) and all addenda to the RFB will be placed on the Marshall University Office of Purchasing's website <http://www.marshall.edu/purchasing/resources/bids-and-Bids/>.

It is the vendor's responsibility to check the website to respond to any addenda and/or become aware of any changes.

1.4 One Award

One contract is anticipated under this solicitation. Multiple contract awards shall not be made.

1.5 Diversity

Marshall University (MU) is committed to supplier diversity. By taking an active role in working with Diverse Suppliers, MU can optimize price, service, and delivery conditions while building the local community and economy. If selected as the successful vendor your company maybe requested to provide some data for reporting purposes.

2. SPECIFICATIONS

Bucket 1: DD6300 Solution Hardware

ITEM	QUANTITY	U/M	DESCRIPTION
1-1.	1	EA	Item #: DD6300 Description: System DD6300 NFS CIFS
1-2.	2	EA	Item #: C-10GBTM4P-NF Description: DD 10GBASE T IO Module 4Port
1-3.	1	EA	Item #: C-DD6300EXPKIT-B Description: DD6300 Option- Expansion Kit DIMM SSD B
1-4.	1	EA	Item #: C-FLDIN6300 Description: DD6300 Option- Field Install Kit
1-5.	1	EA	Item #: DD-6300-34TB-B Description: System DD6300- 12X4 34TB NFS CIFS B
1-6.	1	EA	Item #: DD6300-2E60 Description: System DD6300+2ES60
1-7.	2	EA	Item #: C-ES30-60S-G3-B Description: OPT, ES30 Shelf, 15X4TB SAS HDD, Field G3 B
1-8.	1	EA	Item #: C-6300-SASSLICFD-B Description: ADD ES EXP Kit, Dual Path, DD6300, FLD B
1-9.	1	EA	Item #: M-PSM-HW-DD-DD1 Description: Prosupport w/ Mission Critical-Hardware
1-10.	1	EA	Hardware Warranty and Maintenance Total

Bucket # 2 DD6300 Solution Software

ITEM	QUANTITY	U/M	DESCRIPTION
2-1.	1	EA	Item #: DDOS-61 Description: DD OS 6.1=IA
2-2.	1	EA	Item #: 458-001-335 Description: DD6300 Operating Environment Software
2-3.	1	EA	Item #: 456-109-424 Description: License Base DD OE DD6300=IA
2-4.	1	EA	Item #: M-PSM-SW-DD-DD1 Description: Prosupport w/ Mission Critical Software
2-5.	1	EA	Item #: 458-001-929 Description: DD6300 SSD Capacity License
2-6.	2	EA	Item #: 456-111-330 Description: FS 800GB 0.8TB RAW=CF
2-7.	1	EA	Item #: M-PSM-SW-DD-DD1 Description: Prosupport w/ Mission Critical Software
2-8.	1	EA	Item #: 485-002-006 Description: DD Boost/Replication AIO Enabler=CB
2-9.	1	EA	Item #: M-PSM-SW-DD-DD1 Description: Prosupport w/ Mission Critical Software
2-10.	120	EA	Item #: 458-001-800 Description: DD-Software=CB
2-11.	1	EA	Item #: M-PSM-SW-DD-DD1 Description: Prosupport w/ Mission Critical Software
2-12.	1	EA	Item #: 458-001-928 Description: DD6300 Raw Shelf Capacity License
2-13.	2	EA	Item #: 456-111-961 Description: ES30 4TB ACT 60TB Raw=CB

2-14.	1	EA	Item #: M-PSM-SW-DD-DD1 Description: Prosupport w/ Mission Critical Software
2-15.	1	EA	Software Warranty and Maintenance Total

Bucket # 3 DD6300 Solution Services

ITEM	QUANTITY	U/M	DESCRIPTION
3-1.	1	EA	Item #: PS-BAS-PDP30DPDCA Description: Prodeploy Plus 30 Day Post Deploy Assist
3-2.	500	EA	Item #: CE-PDPTC0001 Description: 1 Training Credit Valid 1YR (PDP)
3-3.	1	EA	Item #: PS-PDP-DDBMSAOS Description: IMPL for DDBEA Microsoft
3-4.	4	EA	Item #: PS-BAS-SABRS Description: BRS SOL Architect 4 Hours QS
3-5.	1	EA	Item #: PS-PDP-DDTRACKING Description: Data Domain Prodeploy Plus Tracking
3-6.	1	EA	Item #: PS-PDP-DDIBOS Description: IMPL DD (Base) Plus

Bucket # 4 DPS for APPS Software

ITEM	QUANTITY	U/M	DESCRIPTION
4-1.	1	EA	Item #: 458-002-060 Description: DPA Single Federated Reporting Server
4-2.	1	EA	Item #: 456-112-408 Description: DPA Single Fed Reporting Server=IA
4-3.	1	EA	Item #: M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-4.	1	EA	Item #: 458-002-122 Description: DPS for APPS Product Capacity
4-5.	1	EA	Item #: 456-112-186 Description: DPS for APPS 0-10TB=CC
4-6.	1	EA	Item #:M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-7.	1	EA	Item #:458-001-424 Description: EMC Enterprise Copy Data Management
4-8.	1	EA	Item #: 456-109-801 Description: Enterprise Copy Data Management Base=CA
4-9.	1	EA	Item #: M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-10.	1	EA	Item #: 458-001-156 Description: DPSAPPS RP Enabler
4-11.	1	EA	Item #: 456-110-128 Description: DPSAPPS RP Enabler Base=CA
4-12.	1	EA	Item #: M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-13.	1	EA	Item #: 458-001-697 Description: Hadoop Application Agent
4-14.	1	EA	Item #: 456-111-237 Description: Hadoop Application Agent=CA

4-15.	1	EA	Item #: M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-16.	1	EA	Item #: 458-001-634 Description: ProtectPoint for VMAX Enabler
4-17.	1	EA	Item #: 456-111-314 Description: ProtectPoint for VMAX Enabler=CA
4-18.	1	EA	Item #: M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-19.	1	EA	Item #: 458-002-008 Description: DPS for APPS Software
4-20.	1	EA	Item #: 456-112-170 Description: Microsoft Application Agent=CA
4-21.	1	EA	Item #: 456-112-171 Description: Database Application Agent=CA
4-22.	1	EA	Item #: 456-112-172 Description: File System Agent=CA
4-23.	1	EA	Item #: 456-113-089 Description: Oracle Rman Agent=CA
4-24.	1	EA	Item #: 456-113-090 Description: Oracle Rman Agent 10G_Restricted=CA
4-25.	1	EA	Item #: M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-26.	1	EA	Item #: 458-000-590 Description: DPA Enabler Product
4-27.	1	EA	Item #: 456-106-701 Description: DPA Enabler DDBEA-B=IC
4-28.	1	EA	Item #: M-PSM-SW-DD-M1 Description: Prosupport w/ Mission Critical Software
4-29.	1	EA	Software Warranty and Maintenance Total

Bucket # 5 DPS for APPS Services

ITEM	QUANTITY	U/M	DESCRIPTION
5-1.	1	EA	Item #: PS-PDP-DPSTRACKING Description: DPS Prodeployplus Tracking

Bucket # 6 DPS4VM Data Protection Suite Solution Software

ITEM	QUANTITY	U/M	DESCRIPTION
6-1.	1	EA	Item #: 458-002-414 Description: Data Protection Central Entry=CA
6-2.	1	EA	Item #: M-PSM-SW-DD-E1 Description: Prosupport w/ Mission Critical Software
6-3.	1	EA	Item #: 458-002-398 Description: Commercial DPS DDVE Bundle
6-4.	1	EA	Item #: 456-113-570 Description: DPS DP Search Enabler Entry=CA
6-5.	1	EA	Item #: 456-113-572 Description: DPA Single Fed Reporting Server Entry=IA
6-6.	2	EA	Item #: 456-113-568 Description: DPS 2TB Ave Enabler Entry=CA
6-7.	1	EA	Item #: 456-113-571

			Description: EMC DPA Enabler-B Entry=CB
6-8.	4	EA	Item #: 456-113-573 Description: DD VE Perpetual CAP Chnl Entry 1TB=CA
6-9.	2	EA	Item #: 456-113-666 Description: Commercial Bundle RP4VM Enabler Entry=IA
6-10.	2	EA	Item #:456-113-545 Description: Commercial DPS DDVE Bundle Sockets=IA
6-11.	1	EA	Item #: M-PSM-SW-DD-E1 Description: Prosupport w/ Mission Critical Software
6-12.	1	EA	Software Warranty and Maintenance Total

Additional Required Specifications:

- Solution must enable consolidation of backup and archive data while shrinking capacity requirements to enable cost savings and efficient replication.
- Be highly scalable.
- Provide support for 1 billion files on a single system.
- Deliver high-throughput, inline deduplication using economical storage hardware.
- Be able to expand capacity and performance independently depending on future needs.
- Speed backups to reduce the backup window.
- Deliver industry-leading performance and scale.
- Have built-in fault avoidance and containment. Also, built-in continuous fault detection and healing.
- Be simple to install and provide multiprotocol connectivity.
- Easily integrate into existing data center environments.
- Provide advanced integration with VMware vSphere VDP.
- Support backups and restores directly from Microsoft SQL, SAP HANA, IBM DB2.
- Support backups and restores directly from Hortonworks and Cloudera Hadoop.
- Provide stream counts and stream count warning limits per storage unit.
- Be able to natively tier deduplicated data to public or private cloud object storage for long term retention.
- Allow for multiple Ethernet links to be aggregated together for increased performance and failover.
- De-duplicate globally across the entire system and across backup application type.
- Provide NFS, CIFS, VTL, NDMP, and DD Boost interfaces at the same time in the same system.
- Solution must not require content awareness and should be backup-application agnostic.
- Provide advanced integration with VMware vSphere VDP.
- Simultaneously support standard applications, platforms, and protocols.
- Be able to act as a destination for archive storage and have the ability to lock files from being edited after they have been archived.
- Provide secure multi-tenancy capability.
- Provide the ability for a backup application to synthesize a full backup
- Specify support the flexibility to distribute the deduplication process up the backup stream – either on the application, backup server, and/or system.
- Be mature, tested, and widely deployed.
- Provide the ability to tier data.
- Support 1:1, many:1, 1:many, and cascaded replication.
- Support a mix of IPv4 and IPv6 for both ingest and replication.
- Perform high-speed deduplication.
- Deliver network-efficient replication
- Replicate at the same time as backups with no requirement for a specific “replication window”.

- Deliver single and multiple site replication bandwidth efficiency.
- Must include built-in functionality to continually verify that the data stored on the system can be accessed and restored in its original form.
- Capable of managing encryption keys using RSA Data Protection Management
- Be built to provide ultra-safe and reliable recovery.
- Enable the backup application to control replication.
- Support replication bandwidth throttling.
- Meet numerous compliance standards for archive data, including SEC 17a-4.
- Capable of encrypting data-in-flight for replication.
- Be capable of digitally shredding deleted data without disrupting valid data.
- Reduce costs, ensure environmental efficiencies, and provide operational simplicity.
- Be capable of encrypting data-at-rest.
- Support both IPv6 and IPv4 for replication.
- Provide a web-based management interface capable of monitoring multiple systems.
- Break up data into variable length segments.
- Always deduplicate inline before data is written to disk.
- Provide role based access control security.
- Rely on CPU and memory—not disk drives—for performance.
- Provide the ability to control logical capacity used by different backup systems.
- Perform recoveries from data-at-rest in a deduplicated and compressed state.
- Provide real-world statistics that show deduplication ratios for specific data types.
- Deduplicate globally across the entire system and across backup and archive applications.
- Must not require content awareness and should be backup application agnostic.
- Be able to lock files against edit after archiving.
- Demonstrate market and technology leadership in the purpose-built backup appliance (PBBA) market.
- Offer a dense shelf option to maximize storage efficiency.
- Offer a 4TB drive to maximize storage density.
- Support NPIV FC Virtualization, KMIP for data-at-rest encryption, and NFS V4.
- Provide customers Future Proof Protection.

3. Submission of Bids

3.1 Submission of Bids in Bonfire

This part of the RFB outlines the format bidders must follow in arranging information within bid responses. Reference Attachment A for Bonfire Submission Instructions for Suppliers. All submissions are uploaded into Bonfire. The arrangement of submission is outlined below.

3.2 Vendor Support/HELP Portal

A vendor support Portal is provided at the following link:

<https://bonfirehub.zendesk.com/hc/en-us/categories/200053566-Vendors-Support-Portal>

Need Help? Contact Bonfire by email at Support@GoBonfire.com for technical questions related to your submission.

3.3 Request for Bid (RFB) Document

The RFB cover page must be filled out and signed by the vendor. The bid is to be uploaded in a single PDF format containing the following:

1. Signed RFB cover page
2. Forms (See section 3.5)
3. Signed Addendum/Addenda's – if applicable

3.4 Finance/Cost Document

Cost must be submitted into Bonfire portal as Bid Table in Excel format.

3.5 Forms

- Purchasing Affidavit (completed, signed and notarized)
<http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- MU96 Agreement Addendum (vendor section to be signed and dated)
<http://www.marshall.edu/purchasing/files/Eff-2019-3-1-MU-96-final.pdf>
- Vendor Preference – if applicable
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>
- Small, Women-, and Minority-owned Business Certification (SWAM) - if applicable
<http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

Attachment A

SUBMISSION INSTRUCTIONS FOR SUPPLIERS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Bid Documents	File Type: PDF (.pdf)	Multiple	Required
MU96	File Type: PDF (.pdf)	Multiple	Required
Purchasing Affidavit	File Type: PDF (.pdf)	Multiple	Required
Vendor Preference	File Type: PDF (.pdf)	Multiple	Required
Cost (BT-49HU)	BidTable: Excel (.xlsx)	1	Required

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	8111	Computer Services	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://marshall.bonfirehub.com/projects/view/13994>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **March 19, 2019 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

Need Help?

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Description	Item #	Quantity Required	Numeric	Text	Unit Price	Additional Text Box	Total Cost
DD6300 Solution Hardware										
Not Bidding	No Bid	#1-1	System DD6300 NSF CIFS	DD6300	1					-
Not Bidding	No Bid	#1-2	DD 10GBASE T IO Module 4Port	C-10GBTM4P-NF	2					-
Not Bidding	No Bid	#1-3	DD6300 Option- Expansion Kit DIMM SSD B	C-DD6300EXPKIT-B	1					-
Not Bidding	No Bid	#1-4	DD6300 Option- Field Install Kit	C-FLDIN6300	1					-
Not Bidding	No Bid	#1-5	System DD6300- 12X4 34TB NFS CIFS B	DD6300-34TB-B	1					-
Not Bidding	No Bid	#1-6	System DD6300+2ES60	DD6300-2E60	1					-
Not Bidding	No Bid	#1-7	OPT, ES30 Shelf, 15x4TB SAS HDD, FIELD G3 B	C-ES30-60S-G3-B	2					-
Not Bidding	No Bid	#1-8	Add ES EXP Kit, Dual Path, DD6300, FLD B	C-6300-SASSLICFD-B	2					-
Not Bidding	No Bid	#1-9	Prosupport w/ Mission Critical Hardware	M-PSM-HW-DD6300-DD1	1					-
Not Bidding	No Bid	#1-10	Hardware Warranty and Maintenance Total	n/a						-

DD6300 Solution Software

Not Bidding	No Bid	#2-1	DD OS 6.1=IA	DDOS-61	1			-
Not Bidding	No Bid	#2-2	DD6300 Operating Environment Software	458-001-335	1			-
Not Bidding	No Bid	#2-3	License Base DD OE DD6300=IA	456-109-424	1			-
Not Bidding	No Bid	#2-4	Prosupport w/ Mission Critical Software	M-PSM-SW-DD6300-DD1	1			-
Not Bidding	No Bid	#2-5	DD6300 SSD Capacity License	458-001-929	1			-
Not Bidding	No Bid	#2-6	FS 800GB 0.8TB RAW=CF	456-111-330	2			-
Not Bidding	No Bid	#2-7	Prosupport w/ Mission Critical Software	M-PSM-SW-DD6300-DD1	1			-
Not Bidding	No Bid	#2-8	DD Boost/Replication AIO Enabler=CB	485-002-006	1			-
Not Bidding	No Bid	#2-9	Prosupport w/ Mission Critical Software	M-PSM-SW-DD6300-DD1	1			-
Not Bidding	No Bid	#2-10	DD-Software=CB	458-001-800	120			-
Not Bidding	No Bid	#2-11	Prosupport w/ Mission Critical Software	M-PSM-SW-DD6300-DD1	1			-
Not Bidding	No Bid	#2-12	DD6300 Raw Shelf Capacity License	458-001-928	1			-
Not Bidding	No Bid	#2-13	ES30 4TB ACT 60TB Raw=CB	456-111-961	2			-
Not Bidding	No Bid	#2-14	Prosupport w/ Mission Critical Software	M-PSM-SW-DD6300-DD1	1			-
Not Bidding	No Bid	#2-15	Software Warranty and Maintenance Total	n/a	1			-

DD6300 Solution Services

Not Bidding	No Bid	#3-1	Prodeploy Plus 30 Day Post Deploy Assist	PS-BAS-PDP30DPDCA	1			
Not Bidding	No Bid	#3-2	1 Training Credit Valid 1YR (PDP)	CE-PDPTC0001	500			
Not Bidding	No Bid	#3-3	IMPL for DDBEA Microsoft	PS-PDP-DDBMSAOS	1			
Not Bidding	No Bid	#3-4	BRS SOL Architect 4 Hours QS	PS-BAS-SABRS	4			
Not Bidding	No Bid	#3-5	Data Domain Prodeploy Plus Tracking	PS-PDP-DDTRACKING	1			
Not Bidding	No Bid	#3-6	IMPL DD (Base) Plus	PS-PDP-DDIBOS	1			

DPS For APPS Software

Not Bidding	No Bid	#4-1	DPA Single Federated Reporting Server	458-002-060	1			
Not Bidding	No Bid	#4-2	DPA Single Fed Reporting Server=IA	456-112-408	1			
Not Bidding	No Bid	#4-3	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-4	DPS for APPS Product Capacity	458-002-122				
Not Bidding	No Bid	#4-5	DPS for APPS 0-10TB=CC	456-112-155	1			
Not Bidding	No Bid	#4-6	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-7	EMC Enterprise Copy Data Management	458-001-424				
Not Bidding	No Bid	#4-8	Enterprise Copy Data Management Base=CA	456-109-001	1			
Not Bidding	No Bid	#4-9	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-10	DPSARPS RP Enabler	458-001-156	1			
Not Bidding	No Bid	#4-11	DPSARPS RP Enabler Base=CA	456-110-128	1			
Not Bidding	No Bid	#4-12	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-13	Hadoop Application Agent	458-001-697	1			
Not Bidding	No Bid	#4-14	Hadoop Application Agent=CA	456-111-237	1			
Not Bidding	No Bid	#4-15	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-16	ProtectPoint for VMAX Enabler	458-001-634	1			
Not Bidding	No Bid	#4-17	ProtectPoint for VMAX Enabler=CA	456-111-314	1			
Not Bidding	No Bid	#4-18	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-19	DPS for APPS Software	458-002-008	1			
Not Bidding	No Bid	#4-20	Microsoft Application Agent=CA	456-112-170	1			
Not Bidding	No Bid	#4-21	Database Application Agent=CA	456-112-171	1			
Not Bidding	No Bid	#4-22	File System Agent=CA	456-112-172	1			
Not Bidding	No Bid	#4-23	Oracle Rman Agent=CA	456-113-089	1			
Not Bidding	No Bid	#4-24	Oracle Rman Agent 10G_Restricted=CA	456-113-090	1			

Not Bidding	No Bid	#4-25	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-26	DPA Enabler Product	458-000-590	1			
Not Bidding	No Bid	#4-27	DPA Enabler DDBEA-B=IC	456-106-701	1			
Not Bidding	No Bid	#4-28	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-M1	1			
Not Bidding	No Bid	#4-29	Software Warranty and Maintenance Total	n/a	1			

DPS for APPS Services

Not Bidding	No Bid	#5-1	DPS Prodeployplus Tracking	PS-PDP-DPSTRACKING	1			
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Data Protection Suite Solution Software

Not Bidding	No Bid	#6-1	Data Protection Central Entry=CA	458-002-414	1			
Not Bidding	No Bid	#6-2	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-E1	1			
Not Bidding	No Bid	#6-3	Commercial DPS DDVE Bundle	458-002-398	1			
Not Bidding	No Bid	#6-4	DPS DP Search Enabler Entry=CA	456-113-570	1			
Not Bidding	No Bid	#6-5	DPA Single Fed Reporting Server Entry=IA	456-113-572	1			
Not Bidding	No Bid	#6-6	DPS 2TB Ave Enabler Entry=CA	456-113-568	1			
Not Bidding	No Bid	#6-7	EMC DPA Enabler-B Entry=CB	456-113-571	1			
Not Bidding	No Bid	#6-8	DD VE Perpetual CAP Chrt Entry 1TB=CA	456-113-573	4			
Not Bidding	No Bid	#6-9	Commercial Bundle RP4VM Enabler Entry=IA	456-113-666	2			
Not Bidding	No Bid	#6-10	Commercial DPS DDVE Bundle Sockets=IA	456-113-545	2			
Not Bidding	No Bid	#6-11	Prosupport w/ Mission Critical Software	M-PSM-SW-DD-E1	1			
Not Bidding	No Bid	#6-12	Software Warranty and Maintenance Total	n/a	1			

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are *objected* to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purposes of These Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor, if applicable.
7. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Buyer, 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.
8. **DELIVERY:** For exceptions to the delivery date as specified In the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
10. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
11. **MODIFICATIONS:** This writing is the parties' final expression of Intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
12. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
13. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, Invoices and correspondence.
14. **PAYMENT& AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Any provision for interest or charges on late payments is deleted.
15. **RENEWAL:** The contract may be renewed only upon mutual written agreement of the parties.
16. **REJECTION:** All goods or materials purchased herein are subject to approval of The Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
17. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of Interest has been accepted and has received a lawfully Issued Purchase Order from the Buyer.
18. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price Increase will be accepted without written authority from the Buyer.
19. **TAXES:** The state of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
20. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this 'contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Sellers breach of contract.
21. **WARRANTY:** The seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose Intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.