



**State of West Virginia  
Agency Request for Quote  
Info Technology**

**Proc Folder:** 1946202  
**Doc Description:** Network Appliance/Hardware and Support  
**Proc Type:** Agency Contract - Fixed Amt  
**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2026-04-09	2026-04-24 11:30	ARFQ 1300 STO2600000001	1

**BID RECEIVING LOCATION**

WEST VIRGINIA STATE TREASURERS OFFICE  
 322 70TH ST SE  
 CHARLESTON WV 25304  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :**  
**Address :**  
**Street :**  
**City :**  
**State :** **Country :** **Zip :**  
**Principal Contact :**  
**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Kevin L Bowling  
 304-558-5000  
 lee.bowling@wvsto.gov

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

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

**ADDITIONAL INFORMATION**

The West Virginia State Treasurer's Office Request for Quotation:

The West Virginia State Treasurer's Office is soliciting bids to establish a contract for software maintenance and support of the network infrastructure per the bid requirements, specifications and terms and conditions as attached hereto.

Vendor questions are due 4/17/2026 by 11:30am EDT.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Storage Array Solution - Production Site - Year 1	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81112300			

**Extended Description:**

Vendors must fill out Exhibit A pricing Page in its entirety and return with their bid. Vendors should enter the grand total amount of Exhibit A into the unit price section of the commodity line.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Storage Array Solution - Disaster Recovery Site - Year 1	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81112300			

**Extended Description:**

Vendors must fill out Exhibit A pricing Page in its entirety and return with their bid. Vendors should enter the grand total amount of Exhibit A into the unit price section of the commodity line.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Implementation/Migration Services - Year 1	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81112201			

**Extended Description:**

Vendors must fill out Exhibit A pricing Page in its entirety and return with their bid.  
Vendors should enter the grand total amount of Exhibit A into the unit price section of the commodity line.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Post Implementation (as needed) Hours - Year 1	40.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81112201			

**Extended Description:**

Vendors must fill out Exhibit A pricing Page in its entirety and return with their bid.  
Vendors should enter the grand total amount of Exhibit A into the unit price section of the commodity line.

INVOICE TO	SHIP TO
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WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

WEST VIRGINIA STATE  
 TREASURERS OFFICE  
 322 70TH ST SE

CHARLESTON                      WV  
 US

CHARLESTON                      WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Knowledge Transfer & Training - Year 1	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81112201			

**Extended Description:**

Vendors must fill out Exhibit A pricing Page in its entirety and return with their bid.  
 Vendors should enter the grand total amount of Exhibit A into the unit price section of the commodity line.

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Ques Due 11:30am EDT	2026-04-17

	Document Phase	Document Description	Page
STO2600000001	Final	Network Appliance/Hardware and Support	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## GENERAL TERMS AND CONDITIONS

### West Virginia State Treasurer's Office - Exempt Procurement

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Treasurer, or his designee, and approved as to form by the Agency's Counsel constitutes acceptance of this Contract made by and between the West Virginia State Treasurer's Office ("STO") and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the 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"** means the West Virginia State Treasurer's Office ("STO"/"WVSTO"), and any of its boards or financial programs identified in the Solicitation 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 STO and the Vendor to provide the goods or services requested in the Solicitation.
  
  - 2.4. **"Director"** means the Executive Director of STO Purchasing Division
  
  - 2.5. **"Award Document"** means the document issued by the STO that identifies the Vendor as the contract holder.
  
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the STO with goods or services that is published by the STO Purchasing Division.
  
  - 2.7. **"Exempt"** means the solicitation/purchase is exempt from the requirements of the West Virginia Department of Administration - Purchasing Division.
  
  - 2.8. **"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:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signature of either the STO Administration Division Assistant Treasurer, Purchasing Division Executive Director or other authorized designee, and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the STO and the Vendor, and the Attorney General's Office, as applicable, as to form only as applicable. A request for Contract renewal should be submitted to the STO 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.

Unless otherwise specified below, Renewal of this Contract is limited to Three ( 3 ) successive One (1) Year year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Renewals must be approved by the Vendor and STO. **Automatic renewal of this Contract is prohibited.**

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. **Automatic renewal of this Contract is prohibited.** Renewals must be approved by the STO and the Vendor.

**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, of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year renewal periods or shorter periods provided that they do not exceed the total number of months contained in

all available renewals. **Automatic renewal of this Contract is prohibited.** Renewals must be approved by the Vendor and the STO.

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures (electronic or written) of the STO Purchasing Division designee, and continues until the project for which the vendor providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_.

4. **AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this Contract on the date of encumbrance listed on the front page of the Award Document/wvOASIS Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either box has been checked, Vendor must not begin work until it receives a separate notice to proceed from the STO. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document are approximations only, based on estimates supplied by the STO. 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 and Agency.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The STO Assistant Treasurer of Administration, or the Executive Director of Purchasing, or their designee, may authorize the purchase of 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 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 STO from fulfilling its obligations under a One Time Purchase contract.

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the STO Purchasing Division. The request may be prior to or after contract award at the STO's sole discretion.

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. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of the contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the STO with proof that the insurance mandated herein has been continued. Vendor must also provide the STO with the immediately notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section. Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

One Million Dollars per occurrence.

**Automobile Liability Insurance** in at least an amount of: One Million Dollars per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the foregoing, Vendor is not required to list the State/STO as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: One Million Dollars per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the STO Assistant Treasurer of Administration or Executive Director of Purchasing reserves the right to waive the requirement that the STO be named as an additional insured on one or more of the Vendor's insurance policies if he/she finds that doing so is in the STO's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the STO shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the STO's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the STO 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 Solicitation unless otherwise indicated.

- 13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the STO. A Vendor's inclusion of price adjustment provisions in its bid, without express authorization from the STO in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the STO and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS:** Payment for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS:** The State's preferred payment methods are by electronic funds transfer and/or a State issued credit card, also known as P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards). Payments requested by physical warrant/check are available but take additional time for processing and are only processed once per week.
- 16. 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.
- 17. 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 Treasurer's Office, included in the Contract, 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.
- 18. 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. If that occurs, the STO may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION:** The STO Assistant Treasurer of Administration, or the Executive Director of Purchasing 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 STO Assistant Treasurer of Administration or the Executive Director of Purchasing may also cancel any purchase order or Contract upon 30 days written notice to the Vendor.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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 STO and the Vendor. 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 STO Purchasing Division and/or Agency's Counsel as to form prior to the implementation of the change or commencement of work affected by the change. No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the STO Purchasing Division.

**VENDOR NAME MODIFICATIONS:** If a Vendor has a change of name (and/or address) after the issuance of a contract, Vendor must notify the STO and also update its business registrations with all applicable State of West Virginia entities it has previously registered. If invoices do not match the name on the Contract and applicable business registrations, they must be held until compliance is verified. Address changes may require additional supporting information before accepting.

**25. 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.

**26. 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 the Vendor to the STO such as price lists, order forms, invoices, sales agreements, or maintenance agreements, any clauses that may void State law, including internet websites or

other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. **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 STO, and any other government agency or office that may be required to approve such assignments.
28. **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 STO; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
29. **STATE EMPLOYEES:** STO employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
30. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State Treasurer's Office may deem this Contract null and void, and terminate this Contract without notice.
31. **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 STO, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the STO'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>.
32. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are considered 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 and the Freedom of Information Act found in 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 STO Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal or document. The STO 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. **LICENSING:** 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. Obligations related to political subdivisions may include, but are not limited to,

business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the STO Purchasing Division to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

- 34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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 renders the initial payment to Vendor.
- 35. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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 STO.
- 36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the STO/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 STO 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.

- 37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the STO, 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.
- 38. NO DEBT CERTIFICATION:** The State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the STO, Vendor is (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or political subdivision of the state; and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- 39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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”), provided, that both the Other Government Entity and the Vendor agree, and, have such authority to do so. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 40. 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 STO.
- 41. REPORTS:** Vendor shall provide the STO with the following reports identified by a checked box below:
- Such reports as the STO may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures, etc.
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by the agency. Unless otherwise provided for upon Contract award, quarterly reports should be delivered to the STO Purchasing Division via email at [purchasing@wvsto.com](mailto:purchasing@wvsto.com).

**42. BACKGROUND CHECK:** In accordance with W.Va. Code § 15-2D-3, 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 on results addressed from a criminal background check. Service providers should contact the WV Division of Protective Services at (304) 558-9911 for more information.

**43. JOINT PROPOSALS AND SUBCONTRACTING:** Joint Proposals are not permitted. Subcontracting is permitted subject to STO authorization. The purchase order/contract shall be awarded to the Vendor submitting the proposal. The Vendor awarded the purchase order/contract shall be the sole point of contact with regard to the purchase order and shall be solely responsible for all matters provided pursuant to the purchase order/contract, including without limitation, any tangible or intangible items provided by a subcontractor or other party.

**44. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the (WV Dept. of Administration) Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.:
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**45. 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  
*STO Gen T/C Exempt Purchasing (Rev 12/22/23)*

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.

- 46. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 47. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the STO, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- 48. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State Law.
- 49. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W.Va, Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

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(Printed Name and Title)

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(Address)

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(Phone Number) / (Fax Number)

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(Email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation/Contract 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 STO that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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, or shall promptly register upon notification of any such requirement by the STO.

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(Company Name)

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Printed Name and Title of Authorized Signatory

Date

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(Authorized Signature)

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(Phone Number)

(Fax Number)

Email: \_\_\_\_\_

REQUEST FOR QUOTATION  
**Network Infrastructure Support - Hardware Maintenance and Support**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The WVSTO (West Virginia State Treasurer's Office) has an existing on premise NetApp FAS 8200 Storage Arrays are our production and disaster recovery data centers that are going end of life before the end of 2026. The purpose of this RFQ is the solicitation of bids for hardware to replace the current NetApp FAS Storage Arrays with modern equipment and professional services to assist the WVSTO in the installation and configuration of the new hardware, as well as assistance in beginning the migration process to move existing file and block level data and virtual machines to the new storage array. The exact scope of professional services requested as part of this RFQ will be provided in a later section.

**Existing Infrastructure:**

Two (2) NetApp FAS 8200 Storage Arrays, one in the production data center and one in the disaster recovery data center.

WVSTO is currently a fully virtualized infrastructure running Microsoft Hyper-V on Cisco USC blade servers and Cisco Fabric Interconnect switches for data and storage connectivity. This solution complies with FlexPod specifications and adheres to the FlexPod validated design and allows for cooperative support between Cisco and NetApp.

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 **“Licenses”** means Agency’s licenses to utilize and retain support for network appliances and related software of the same per attached listings.
  - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.
  - 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.

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- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.
- a. Vendor must be authorized by Cisco Systems and NetApp to provide related software maintenance and support for the attached listing of appliances.

**4. MANDATORY REQUIREMENTS: Technical/Functional Requirements for replacement NetApp Storage Arrays**

*INCLUDED AS APPENDIX A ARE BILL OF MATERIALS FOR THE PRODUCTION AND DISASTER RECOVERY STORAGE ARRAYS OUTLINED IN THE TECHNICAL SPECIFICATIONS BELOW. THE WVSTO IS REQUESTING COMPETITIVE BIDS ON THESE TWO STORAGE ARRAY CONFIGURATIONS, ANY CHANGES TO THE SPECIFICATIONS/BILL OF MATERIALS SHOULD BE CLEARLY NOTED IN THE RESPONSE TO THIS RFQ ALONG WITH A STATEMENT ON WHY THE CHANGE TO THE SYSTEM CONFIGURATION(S) WAS MADE.*

**4.1. Storage Array for Production Site in Charleston, WV**

The following technical requirements are based on a NetApp A20 storage array. This section details all technical aspects this system is required to meet to fulfill the needs of the WVSTO today and going forward.

**4.1.1.** Vendor must ensure that all equipment is new and warranted by the original manufacturer. Vendors submitting bids with hardware that is listed as remanufactured, refurbished, or warranted as new or like new equipment will be disqualified.

**4.1.2.** Storage must be able to be integrated into an existing FlexPod Solution and maintain FlexPod cooperative support between the storage vendor and existing Cisco Fabric Interconnects and blade servers.

**4.1.3.** Storage must adhere to Cisco FlexPod validated design document.

**4.1.4.** Storage must have redundant hot swappable controllers.

**4.1.5.** Storage must have redundant hot swappable power supplies.

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- 4.1.6. Storage must have a minimum of 15.83TiB formatted usable capacity before any storage efficiencies and include at least 1 drive of hot spare capacity.
- 4.1.7. Storage must be NVMe TLC hot swappable media.
- 4.1.8. Storage must be scalable to a minimum of 72 drives.
- 4.1.9. Storage must include a minimum of using RAID-TEC (triple parity / triple erasure coding).
- 4.1.10. Storage must include 4 Ports 10Gb/25Gb Ethernet per controller, 8 ports total.
- 4.1.11. Storage must include 4 Ports 32Gb Fiber Channel per controller, 8 ports total.
- 4.1.12. Storage must meet the minimum performance requirements of 80,623 IOPs, 2,834MB/s at less than 25% system utilization with less than 1mS Latency at 25% random read 4k Block, 25% random read 8K Block, 25% Sequential Read 32k Block and 25% Sequential Write 32K Block.
- 4.1.13. Storage must include the following protocols: NFS, CIFS, S3, FC, iSCSI, NVMeoF.
- 4.1.14. Storage must include a minimum storage efficiency guarantee of:
  - 4.1.14.1. 4:1 for SAN/block protocols (Fibre Channel, NVMe, iSCSI).
  - 4.1.14.2. 1.5:1 for NAS/file protocols (NFS, SMB/CIFS).
  - 4.1.14.3. 3:1 specifically for virtualization workloads on NAS (e.g., VMware, Hyper-V, KVM on NFS/NAS).
- 4.1.15. Storage must include the following features:

<b>Data compaction</b>	Packs more data into each storage block for greater data reduction	Works with compression to reduce the amount of storage that you need to purchase and operate
<b>Data compression</b>	Provides transparent inline and postprocess data compression for data reduction	Reduces the amount of storage that you need to purchase and maintain

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<b>Deduplication</b>	Performs general-purpose deduplication for removal of redundant data	Reduces the amount of storage that you need to purchase and maintain
<b>FabricPool</b>	Automates data tiering to a NetApp StorageGRID object storage solution or a public cloud	Decreases storage costs for cold data and frees up space on your high-performance tier
<b>FlexCache®</b>	Caches actively read datasets within a cluster and at remote sites	Accelerates read performance for hot datasets by increasing data throughput within a cluster, and improves the speed and productivity of collaboration across multiple locations
<b>FlexClone®</b>	Instantaneously creates file, LUN, and volume clones without requiring additional storage	Saves you time in testing and development and increases your storage capacity
<b>FlexGroup</b>	Enables a single namespace to scale up to 60PB and 400 billion files	Supports compute-intensive workloads and data repositories that require a massive NAS container while maintaining consistent high performance and resilience
<b>FlexVol®</b>	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
<b>Multi-Admin Verification</b>	Requires multiple approvals for critical admin tasks, such as “volume snapshot delete” or “volume delete”	Prevents malicious and accidental changes to your data. A single cluster administrator, or a ransomware attacker with a compromised administrator account, cannot execute critical commands without approvals from

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		one or more additional administrators
<b>Dynamic authorization framework</b>	Uses additional environmental factors such as IP address, location, or time to authorize actions of highly sensitive or powerful accounts such as administrator	Creates an additional layer of protection to prevent malicious actors using compromised credentials from performing highly controlled or destructive actions
<b>Performance capacity</b>	Provides visibility of performance capacity that is available for deploying new workloads on storage nodes	Simplifies management and enables more effective provisioning of new workloads to the optimal node
<b>QoS (adaptive)</b>	Simplifies setup of QoS policies and automatically allocates storage resources to respond to workload changes (number of terabytes of data, priority of the workload, and so on)	Simplifies operations and maintains consistent workload performance within your prescribed minimum and maximum IOPS boundaries
<b>Built in Ransomware protection for NAS and SAN</b>	Provides built-in, robust features that detect ransomware activity, prevent its spread, and enable quick recovery— including automatically creating Snapshot copies and	Protects automatically against ransomware attacks and enables quick recovery, to avoid paying the ransom

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	<p>alerting administrators when ONTAP detects abnormal file activity</p>	
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<b>SnapCenter®</b>	Provides host-based data management of NetApp storage for databases and business applications	Offers application-aware backup and clone management; automates error-free data restores
<b>SnapLock</b>	Provides WORM file-level locking, preventing changes and deletion of the file	Supports regulatory compliance and organizational data retention requirements; plus, enables air-gap separation of Snapshot copies for enhanced ransomware protection and quick recovery from an attack
<b>SnapMirror</b>	Provides integrated remote backup/recovery and disaster recovery with incremental asynchronous data replication; preserves storage efficiency savings during and after data transfer	Provides flexibility and efficiency when replicating data to support remote backup/recovery, disaster recovery, and data distribution
<b>SnapMirror active sync</b>	Combines flexible array-based clustering with application granularity for synchronous mirroring across two- and four-node configurations to deliver symmetric active-active multisite replication for business continuity of mission-critical SAN workloads	Cost-effectively protects the most critical SAN applications with continuous availability to maintain business continuity if a data center disaster occurs
<b>SnapMirror Cloud</b>	Provides integrated remote backup/recovery and disaster	Provides flexibility and efficiency when replicating data to a cloud

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	recovery with incremental asynchronous data replication leveraging S3 cloud resources	object store in a public or private cloud, to support remote backup/recovery, disaster recovery, and data distribution
<b>SnapMirror Synchronous</b>	Delivers incremental, volume-granular, synchronous data replication; preserves storage efficiency savings during and after data transfer	Achieve zero-data-loss protection (RPO=0)
<b>SnapRestore®</b>	Rapidly restores single files, directories, or entire LUNs and volumes from any Snapshot copy	Instantaneously recovers files, databases, and complete volumes from your point-in-time Snapshot copy
<b>Snapshot</b>	Makes incremental data-in-place, point-in-time copies of a LUN or a volume with minimal performance impact	Enables you to create frequent space-efficient backups with no disruption to data traffic
<b>NetApp Volume Encryption</b>	Provides data-at-rest encryption that is built into ONTAP	Lets you easily and efficiently protect your at-rest data by encrypting any volume on an AFF or FAS system; no special encrypting disks are required

**4.2. Support for Storage Array at Production Site**

**4.2.1.** Must include 24x7 remote and on-site support for a duration of no less than 5 years.

**4.2.2.** Must adhere to the following response time SLAs (or better):

**4.2.2.1** Priority 1: 30 minutes (Storage down and unable to serve data or a state of frequent “panic” or “hang” states, or storage performance is degraded to prevent normal business operations).

**4.2.2.2.** Priority 2: 2 hours (Storage experiencing infrequent, isolated, or intermittent “panic” or “hang” status, or performance is in a degraded state that

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still allows normal business operations but is inconsistent or less than optimal state).

**4.2.2.3.** Priority 3: 8 hours (Storage experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact).

**4.2.2.4.** Priority 4: 24 hours (Normal requests for information regarding installation, configuration, use, and maintenance of the Storage system).

**4.2.2.5.** Must include advance hardware replacement.

**4.2.2.6.** Storage must have NetApp Expert Level support.

**4.2.2.7.** Support must include direct routing to Level 2 support for software issues for faster resolution without tier 1 escalation delays.

**4.2.2.8** Support must include managed upgrade service where vendor provides code updates.

**4.2.2.9.** Storage must include automated “call-home” support.

**4.2.2.10.** Support must include a dedicated SAM/TAM for the account who hosts regular support review calls monthly or quarterly and provides the services below.

**4.2.2.11.** Feature Description Proactive support management • Conduct monthly or quarterly (customer choice) service and support reviews during regular customer meetings • Document and track customer requirements, processes, and environments • Facilitate structured planning to accomplish customer objectives • Customer proxy as ‘Voice of the Customer’ within NetApp Proactive advisory • Security vulnerability assessment and guidance • Technical risk mitigation and support bulletins advisory • Advisement on solution best practices and install base (“IB”) health assessment • Lifecycle management advisory Upgrade and change readiness • Heightened awareness and support for planned maintenance events • Recommend stable software release revisions that are best suited to your environment • Identify upgrade caveats, interoperability requirements, and warnings Customer enablement • Guidance to enable successful technical support interactions • Educate on tools, policies, training opportunities, and communications related to your NetApp solutions • Identify new value or efficiency opportunities Support advocate • End-to-end case and escalation management, including 24/7 escalation management for Priority 1 cases, oversight for Priority 2 to Priority 4 cases, and trend review • Service incident analysis • Facilitate and share root-cause analysis.

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**4.3. Storage Array for Disaster Recovery Site in Morgantown, WV**

**4.3.1.** The following technical requirements are based on a NetApp A20 storage array. This section details all technical aspects this system is required to meet to fulfill the needs of the WVSTO today and going forward:

**4.3.1.1.** Vendor must ensure that all equipment is new and warranted by the original manufacturer. Vendors submitting bids with hardware that is listed as remanufactured, refurbished, or warranted as new or like new equipment will be disqualified.

**4.3.1.2.** Storage must be able to be integrated into an existing FlexPod Solution and maintain FlexPod cooperative support between the storage vendor and Cisco.

**4.3.1.3.** Storage must adhere to Cisco FlexPod validated design document.

**4.3.1.4.** Storage must have redundant hot swappable controllers

**4.3.1.5.** Storage must have redundant hot swappable power supplies

**4.3.1.6.** Storage must have a minimum of 15.83TiB formatted usable capacity before any storage efficiencies and include at least 1 drive of hot spare capacity

**4.3.1.7.** Storage must be NVMe TLC hot swappable media

**4.3.1.8.** Storage must be scalable to a minimum of 72 drives

**4.3.1.9.** Storage must include a minimum of using RAID-TEC (triple parity / triple erasure coding)

**4.3.1.10.** Storage must include 4 Ports 10Gb/25Gb Ethernet per controller, 8 ports total

**4.3.1.11.** Storage must include 4 Ports 32Gb Fiber Channel per controller, 8 ports total

**4.3.1.12.** Storage must meet the minimum performance requirements of 80,623 IOPs, 2,834MB/s @ less than 25% system utilization with less than 1mS Latency at 25% random read 4k Block, 25% random read 8K Block, 25% Sequential Read 32k Block and 25% Sequential Write 32K Block.

**4.3.1.13.** Storage must include the following protocols: NFS, CIFS, S3, FC, iSCSI, NVMeoF

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**4.3.1.14.** Storage must include a minimum storage efficiency guarantee of:

**4.3.1.14.1.** 4:1 for SAN/block protocols (Fibre Channel, NVMe, iSCSI)

**4.3.1.14.2.** 1.5:1 for NAS/file protocols (NFS, SMB/CIFS).

**4.3.1.14.3.** 3:1 specifically for virtualization workloads on NAS (e.g., VMware, Hyper-V, KVM on NFS/NAS).

**4.3.1.15.** Storage must include the following features:

<b>Data compaction</b>	Packs more data into each storage block for greater data reduction	Works with compression to reduce the amount of storage that you need to purchase and operate
<b>Data compression</b>	Provides transparent inline and postprocess data compression for data reduction	Reduces the amount of storage that you need to purchase and maintain
<b>Deduplication</b>	Performs general-purpose deduplication for removal of redundant data	Reduces the amount of storage that you need to purchase and maintain
<b>FabricPool</b>	Automates data tiering to a NetApp StorageGRID object storage solution or a public cloud	Decreases storage costs for cold data and frees up space on your high-performance tier
<b>FlexCache®</b>	Caches actively read datasets within a cluster and at remote sites	Accelerates read performance for hot datasets by increasing data throughput within a cluster, and improves the speed and productivity of collaboration across multiple locations
<b>FlexClone®</b>	Instantaneously creates file, LUN, and volume clones without requiring additional storage	Saves you time in testing and development and increases your storage capacity
<b>FlexGroup</b>	Enables a single namespace to scale up to 60PB and 400 billion files	Supports compute-intensive workloads and data repositories that require a massive NAS container while maintaining

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		consistent high performance and resilience
<b>FlexVol®</b>	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
<b>Multi-Admin Verification</b>	Requires multiple approvals for critical admin tasks, such as “volume snapshot delete” or “volume delete”	Prevents malicious and accidental changes to your data. A single cluster administrator, or a ransomware attacker with a compromised administrator account, cannot execute critical commands without approvals from one or more additional administrators
<b>Dynamic authorization framework</b>	Uses additional environmental factors such as IP address, location, or time to authorize actions of highly sensitive or powerful accounts such as administrator	Creates an additional layer of protection to prevent malicious actors using compromised credentials from performing highly controlled or destructive actions
<b>Performance capacity</b>	Provides visibility of performance capacity that is available for deploying new workloads on storage nodes	Simplifies management and enables more effective provisioning of new workloads to the optimal node
<b>QoS (adaptive)</b>	Simplifies setup of QoS policies and automatically allocates storage resources to respond to workload changes (number of terabytes of data, priority of the workload, and so on)	Simplifies operations and maintains consistent workload performance within your prescribed minimum and maximum IOPS boundaries
<b>Built in Ransomware protection for NAS and SAN</b>	Provides built-in, robust features that detect ransomware activity,	Protects automatically against ransomware attacks and enables

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	prevent its spread, and enable quick recovery— including automatically creating Snapshot copies and alerting administrators when ONTAP detects abnormal file activity	quick recovery, to avoid paying the ransom
<b>SnapCenter®</b>	Provides host-based data management of NetApp storage for databases and business applications	Offers application-aware backup and clone management; automates error-free data restores
<b>SnapLock</b>	Provides WORM file-level locking, preventing changes and deletion of the file	Supports regulatory compliance and organizational data retention requirements; plus, enables air-gap separation of Snapshot copies for enhanced ransomware protection and quick recovery from an attack
<b>SnapMirror</b>	Provides integrated remote backup/recovery and disaster recovery with incremental asynchronous data replication; preserves storage efficiency savings during and after data transfer	Provides flexibility and efficiency when replicating data to support remote backup/recovery, disaster recovery, and data distribution
<b>SnapMirror active sync</b>	Combines flexible array-based clustering with application granularity for synchronous mirroring across two- and four-node configurations to deliver symmetric active-active multisite replication for business continuity of mission-critical SAN workloads	Cost-effectively protects the most critical SAN applications with continuous availability to maintain business continuity if a data center disaster occurs
<b>SnapMirror Cloud</b>	Provides integrated remote backup/recovery and disaster recovery with incremental	Provides flexibility and efficiency when replicating data to a cloud object store in a public or private

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	asynchronous data replication leveraging S3 cloud resources	cloud, to support remote backup/recovery, disaster recovery, and data distribution
<b>SnapMirror Synchronous</b>	Delivers incremental, volume-granular, synchronous data replication; preserves storage efficiency savings during and after data transfer	Achieve zero-data-loss protection (RPO=0)
<b>SnapRestore®</b>	Rapidly restores single files, directories, or entire LUNs and volumes from any Snapshot copy	Instantaneously recovers files, databases, and complete volumes from your point-in-time Snapshot copy
<b>Snapshot</b>	Makes incremental data-in-place, point-in-time copies of a LUN or a volume with minimal performance impact	Enables you to create frequent space-efficient backups with no disruption to data traffic
<b>NetApp Volume Encryption</b>	Provides data-at-rest encryption that is built into ONTAP	Lets you easily and efficiently protect your at-rest data by encrypting any volume on an AFF or FAS system; no special encrypting disks are required

**4.3. Support for Storage Array at Disaster Recovery Site**

**4.3.1.** Must include 24x7 remote and on-site support for a duration of no less than 5 years.

**4.3.2.** Must adhere to the following response time SLAs (or better).

**4.3.2.1.** Priority 1: 30 minutes (Storage down and unable to serve data or a state of frequent “panic” or “hang” states, or storage performance is degraded to prevent normal business operations).

**4.3.2.2.** Priority 2: 2 hours (Storage experiencing infrequent, isolated, or intermittent “panic” or “hang” status, or performance is in a

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degraded state that still allows normal business operations but is inconsistent or less than optimal state).

**4.3.2.3.** Priority 3: 8 hours (Storage experiencing an issue, anomaly, or cosmetic defect that inflicts little or no business impact).

**4.3.2.4.** Priority 4: 24 hours (Normal requests for information regarding installation, configuration, use, and maintenance of the Storage system).

**4.3.2.5.** Must include advance hardware replacement.

**4.3.2.6.** Storage must have NetApp Expert Level support.

**4.3.2.7.** Support must include direct routing to Level 2 support for software issues for faster resolution without tier 1 escalation delays.

**4.3.2.8.** Support must include managed upgrade service where vendor provides code updates.

**4.3.2.9.** Storage must include automated “call-home” support.

**4.3.2.10.** Support must include a dedicated SAM/TAM for the account who hosts regular support review calls monthly or quarterly and provides the services below.

**4.3.2.10.1.** Feature Description Proactive support management • Conduct monthly or quarterly (customer choice) service and support reviews during regular customer meetings • Document and track customer requirements, processes, and environments • Facilitate structured planning to accomplish customer objectives • Customer proxy as ‘Voice of the Customer’ within NetApp Proactive advisory • Security vulnerability assessment and guidance • Technical risk mitigation and support bulletins advisory • Advisement on solution best practices and install base (“IB”) health assessment • Lifecycle management advisory Upgrade and change readiness • Heightened awareness and support for planned maintenance events • Recommend stable software release revisions that are best suited to your environment • Identify upgrade caveats, interoperability requirements, and warnings Customer enablement • Guidance to enable successful technical support interactions • Educate on tools, policies, training opportunities, and

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communications related to your NetApp solutions • Identify new value or efficiency opportunities Support advocate • End-to-end case and escalation management, including 24/7 escalation management for Priority 1 cases, oversight for Priority 2 to Priority 4 cases, and trend review • Service incident analysis • Facilitate and share root-cause analysis.

**4.4. Professional Services**

This section will include baseline requirements for all professional services requested as part of this RFQ as well as an outline of project timeline.

**4.4.1.** Baseline requirements for professional services / professional services personnel:

**4.4.4.1.** All professional services must be performed by employees of the winning bidder.

**4.4.4.2.** All professional services personnel must be located in an area with no more than 3-hour time difference with the WVSTO offices.

**4.4.4.3.** All professional services personnel must be native/fluent English speakers. *The WVSTO reserves the right to request a different technician if the resource provided cannot be understood clearly by WVSTO personnel.*

**4.4.4.4.** Professional services will be coordinated via a single point of contact, either a dedicated project manager or lead technical resource is acceptable.

**4.4.4.5.** All professional services personnel must have experience with a project of similar scope utilizing hardware and software.

**4.4.4.6.** All professional services related to project implementation (hardware installation, configuration and updating, software installation, migration services, etc.) will be performed on-site working alongside WVSTO staff.

**4.4.4.6.1.** Project planning meetings may be held via conference call or web conferencing sessions.

**4.4.4.6.2.** Any required/included project management functions can be performed offsite/remotely.

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**4.4.4.7.** The professional services price must be all inclusive; no separate fees will be allowed so all travel, lodging, etc. must be included.

**4.5. Hardware Delivery and Base Implementation**

This section covers the services the winning vendor will perform as part of getting the hardware on site, validated, updated and powered on.

**4.5.1.** The winning bidder must have all hardware delivered to the designated data center locations (production and disaster recovery sites) within 6 weeks after award is issued unless this is impossible due to supply chain issues, at which point the winning vendor must work with the OEM to establish a guaranteed delivery date and communicate this with the WVSTO.

**4.5.2.** Once hardware arrives on site, the winning bidder needs to have professional services personnel on site within 2 weeks to begin working on the following tasks, which must be completed within 10 business days:

**4.5.2.1.** Inventory hardware to validate all components have been delivered.

**4.5.2.2.** Perform "rack and stack" of the equipment at both locations.

**4.5.2.3.** Power on all equipment and validate there is no faulty hardware.

**4.5.2.4.** Update all firmware on the hardware components to the latest versions.

**4.5.3.** Once the above tasks are complete the WVSTO will sign off on delivery of the hardware. *The date of this sign off will be the start date for all hardware maintenance and warranty services.* It is the responsibility of the winning vendor to validate the coverage dates and send documentation of all maintenance and warranty coverage start and end dates to the WVSTO.

**4.5.4.** After signing off for completion of the hardware delivery and staging, the winning vendor will schedule a kickoff meeting with their assigned project manager and technical resources that will be working with the WVSTO on the implementation and migration services portion of this RFQ. This kick-off meeting should occur within 10 business days of the sign off on the hardware.

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**4.6. Implementation/Migration Phase**

This section will outline the tasks that the winning vendor will be required to perform as part of the implementation/migration phase of the project.

**4.6.1.** Assist WVSTO in connecting and configuring the new NetApp Storage Arrays to the existing WVSTO Cisco Fabric Interconnect devices at both data centers.

**4.6.2.** Storage must include six days of storage technician professional services 2 onsite, 4 remote regular business hours that are only billed if used.

**4.6.3.** Work with WVSTO to configure the storage array at both locations to meet the needs of the WVSTO. This configuration will closely mirror the configuration of the existing storage arrays and should consist of the following:

**4.6.3.1.** A single storage pool on the production array providing the total useable capacity of the hard disk drives in the storage array at the production data center including performance acceleration provided by the flash drives included in the production array.

**4.6.3.2.** Configuration of asynchronous replication between the existing production array and the new production array for NAS (File) storage to prepare for cutover of file share access to the new production array.

***Note: If any additional software is needed for this process, the winning vendor must include licenses of that software that will be retained by the WVSTO as part of their professional services bid response. The NetApp storage arrays on which the storage requirements were based provides native replication tools for this functionality.***

**4.6.3.3.** Configuration of replication of one SAN (Block) storage volume from the existing production array to the new production array.

***Note: If any additional software is needed for this process, the winning vendor must include licenses for that software, which will be retained by the WVSTO as part of their professional services bid response. The NetApp storage arrays on which the storage requirements were based provides native replication tools for this functionality.***

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**4.6.3.4.** Configuration of replication between the new production array and new disaster recovery array for NAS (File) storage.

**4.6.3.5.** Configuration of the storage arrays and the switching hardware to allow existing compute resources (blade servers) at both locations to access the storage arrays at the same location.

**4.6.4.** Assist the WVSTO with the migration of the NAS (File) storage and file share access from the old production array to the new production array. This process should be as seamless to the end user as possible and done with no (or very minimal downtime).

**4.6.5.** Assist the WVSTO with the configuration of the existing Microsoft Windows Server clusters running Hyper-V to connect to the new storage arrays so migration of virtual machines can be performed.

**4.6.6.** Assist the WVSTO with the migration of up to ten (10) existing virtual machines from the current production SAN to the new production SAN.

**4.6.7.** Assist the WVSTO with the configuration of any advanced security features, such as ransomware protection, provided by the new storage arrays that are desired to be enabled after migration of data from the existing storage arrays to the new storage arrays.

**4.6.8.** Include an additional 40 professional service hours for post-implementation support and assistance, provided by the same resources that did the implementation, that can be utilized by the WVSTO on an “as needed” basis for up to 6 months after project completion or until all hours are exhausted.

**4.6.9.** The project plan for the above professional services work will be set during the project kickoff meeting and subsequent meetings and mutually agreed on by the WVSTO and the winning vendor prior to any work being performed.

**4.6.10.** The WVSTO estimates the implementation portion of the professional services for this project should be able to be completed in 4-6 weeks after the start date agreed upon during project kickoff and planning meetings by both the WVSTO and the winning vendor.

**4.7. Knowledge Transfer and Training**

This section will outline any training or knowledge transfer required as part of this RFQ.

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**4.7.1.** All implementation work being performed will be done alongside WVSTO staff and will provide knowledge transfer on all work being performed, no additional knowledge transfer should be required.

**4.7.2.** If the RFQ includes storage arrays from another vendor, then onsite or online instructor led training on the storage arrays is required.

**4.7.2.1.** This training can either be performed by staff employed by the winning vendor or provided via training vouchers for OEM training.

**4.7.2.2.** The training should include a minimum of 5 days (40 hours) of training for up to 3 people from WVSTO.

**5. CONTRACT AWARD:**

**5.1. Contract Award:** The Contract will be awarded to the Vendor that provides the Appliance Support and License Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on Exhibit A for a base one-year term of contract.

**5.2. Pricing Page:** Vendor is to complete this Pricing Page and submit it with its bid response if not responding Electronically via WV Oasis. Vendor shall enter the total bid amount (lump sum) per category/line item to provide the Goods and Services. Additionally, Vendor should provide an itemized Build List with the brand, model numbers, etc. for all equipment proposed for each category and location as a separate attachment. Equipment prices for each category/location must include the services as specified. Vendors should supply the information with their bid response. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [lee.bowling@wvsto.gov](mailto:lee.bowling@wvsto.gov)

**6. PAYMENT:** Agency shall pay quarterly (or monthly upon vendor request at time of award/bid response) for all support and maintenance as shown on the Pricing Pages, for all Appliance Support and related Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**7. FACILITIES ACCESS:** In the event that performance of Appliance Support and Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:

**7.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

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- 7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
- 7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**8. VENDOR DEFAULT:**

- 8.1. The following shall be considered a vendor default under this Contract.
  - 8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 8.1.2. Failure to comply with other specifications and requirements contained herein.
  - 8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 8.1.4. Failure to remedy deficient performance upon request.
- 8.2. The following remedies shall be available to Agency upon default.
  - 8.2.1. Immediate cancellation of the Contract.
  - 8.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 8.2.3. Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

- 9.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_

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**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT A – Price Page**

Price shall include a five (5) year warranty on all hardware, equipment, software and support/licensing upgrade of applicable software from the date of Agency acceptance. Prices shall include all costs, fees, including but not limited to shipping, travel, lodging, meals and other related costs.

Item 1: Storage Array Solution - Production Site \$ \_\_\_\_\_

Item 2: Storage Array Solution - Disaster Recovery Site \$ \_\_\_\_\_

Item 5: Implementation/Migration Services \$ \_\_\_\_\_

Item 7: Post Implementation (as needed) Hours

Hourly Rate \$ \_\_\_\_\_ X 40 Hours = \$ \_\_\_\_\_

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Item 8: Knowledge Transfer & Training

\$ \_\_\_\_\_

**Total Bid Amount**    \$ \_\_\_\_\_

**APPENDIX A**

Production NetApp Nill of Materials

1	AFF-A20	Header Line	1
2	AFF-A20-001	AFF A20 HA System	2
3	AFF-A20A-100-C	AFF A20 HA System,-C	1

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4	X4025A-2-A-C	Drive Pack 2X3.8TB,NVMe4,SED,-C	4
5	SW-ONTAPO-FLASH-A20-C	SW,ONTAP One Package,Per TB,Flash,A20,-C	30
6	X5532A-N-C	Rail,4-Post,Thin,Rnd/Sq-Hole,Sm,Adj,24-32,-C	1
7	X97602A-C	Power Supply,1600W,Titanium,-C	2
8	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2
9	CS-G1A-SE-EXPERT	SupportEdge Expert	1
10	CS-4HR-REPLACEMENT-A	4hr Parts Replacement	1
11	PS-DEPLOY-STD-ONTAP-L	PS Deployment ONTAP, Standard, Low	1
12	X60132A-C	IO Module,4PT,10/25GbE,-C	4
13	X60140A-C	IO Module,4PT,FC Target+Init,32G SFP,-C	2
14	X66240A-05-N-C	Cable,25GbE,SFP28-SFP28,Cu,0.5m,-C	2
15	X66250-2-N-C	Cable,LC-LC,OM4,2m,-C	8
16	X66250-5-N-C	Cable,LC-LC,OM4,5m,-C	8
17	X6589-N-C	SFP+Optical 10Gb Shortwave,-C	8
18	X800-42U-R6-C	Jumper Crd,In-Cab,C13-C14,-C	2
19	SW-SMIRROR-CLD-ONTAP-ONE	SW-SMIRROR-CLD-ONTAP-ONE	1
20	SW-S3-SM-ONTAP-ONE	SW-S3-SM-ONTAP-ONE	1
	<b>Subtotal</b>		

## APPENDIX A

Disaster Recovery NetApp Bill of Materials

1	AFF-A20	Header Line	1
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2	AFF-A20-001	AFF A20 HA System	2
3	AFF-A20A-100-C	AFF A20 HA System,-C	1
4	X4025A-2-A-C	Drive Pack 2X3.8TB,NVMe4,SED,-C	4
5	SW-ONTAPO-FLASH-A20-C	SW,ONTAP One Package,Per TB,Flash,A20,-C	30
6	X5532A-N-C	Rail,4-Post,Thin,Rnd/Sq-Hole,Sm,Adj,24-32,-C	1
7	X97602A-C	Power Supply,1600W,Titanium,-C	2
8	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	2
9	CS-G1A-SE-EXPERT	SupportEdge Expert	1
10	CS-4HR-REPLACEMENT-A	4hr Parts Replacement	1
11	PS-DEPLOY-STD-ONTAP-L	PS Deployment ONTAP, Standard, Low	1
12	X60132A-C	IO Module,4PT,10/25GbE,-C	4
13	X60140A-C	IO Module,4PT,FC Target+Init,32G SFP,-C	2
14	X66240A-05-N-C	Cable,25GbE,SFP28-SFP28,Cu,0.5m,-C	2
15	X66250-2-N-C	Cable,LC-LC,OM4,2m,-C	8
16	X66250-5-N-C	Cable,LC-LC,OM4,5m,-C	8
17	X6589-N-C	SFP+Optical 10Gb Shortwave,-C	8
18	X800-42U-R6-C	Jumper Crd,In-Cab,C13-C14,-C	2
19	SW-SMIRROR-CLD-ONTAP-ONE	SW-SMIRROR-CLD-ONTAP-ONE	1
20	SW-S3-SM-ONTAP-ONE	SW-S3-SM-ONTAP-ONE	1