



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

ISCH0265

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
RS
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-20		
DISASTER RECOVERY SERVICES AGREEMENT						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH DISASTER RECOVERY SERVICES FOR THE MAINFRAME AND NETWORK BACKBONE SUPPORT PER THE ATTACHED SPECIFICATIONS.						
THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JULY 09, 2008 AT 1:30 PM. THIS MEETING WILL TAKE PLACE VIA CONFERENCE CALL. ALL VENDORS WISHING TO SUBMIT A BID ON THIS PROJECT MUST BE IN ATTENDANCE BY PHONE FOR THIS MEETING. ANY VENDOR FAILING TO ATTEND WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. THE CALL IN NUMBER FOR THIS MEETING IS 866-578-5695. THE CODE NUMBER IS 4184911044. SHOULD YOU EXPERIENCE DIFFICULTY PLEASE CALL ONE OF THE FOLLOWING NUMBERS: 304-558-3456 304-927-8280 OR 304-558-0835.						
IT IS STONGLY SUGGESTED THAT EACH VENDOR CALL ABOUT 15 MINUTES PRIOR TO THE START OF THE MEETING IN ORDER AVOID DELAYS OR TO ADDRESS ANY PROBLEMS WITH GETTING PATCHED IN. THE VENDOR ASSUMES ALL RESPONSIBILITY FOR ANY TECHNICAL DIFFICULTIES IN CONNECTING TO THIS CALL.						
TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV DEADLINE FOR ALL TECHNICAL QUESTIONS IS 07/11/2008 AT THE CLOSE OF BUSINESS. TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING DATE AND IN ANY FORMAT. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 04/11/2001						
PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.						
THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING. SIGNATURE COMPANY DATE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REV. 11/96						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: () BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0265

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
BUILDING 6, ROOM B110
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

BID OPENING DATE: 07/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
RFQ. NO.: ISCH0265						
BID OPENING DATE: 07/23/2008						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

I. SCOPE

The West Virginia Office of Technology (WVOT) requests quotations for disaster recovery services as identified below. The services will include the use of an alternate processing facility / recovery center, both for testing purposes and in the event of a customer-declared disaster. The WVOT (identified hereinafter as the customer) provides essential IT services, including mainframe and network/backbone support, to State agencies. Disaster recovery services are critical to that mission.

II. CUSTOMER'S CURRENT ENVIRONMENT

A. BACKUP PROCEDURES

Customer and system backup tapes are stored off-site. In the event of a disaster recovery test or declared disaster, the customer will be responsible for transporting the tapes to the recovery center. The customer does not, at this time, contemplate writing data directly to the recovery center.

B. HARDWARE / SOFTWARE

1. Hardware

Quantity	Machine/Product	Product Description
1	z890-270	IBM enterprise server configured with 3 processors and 16 GB of memory. (Two processors are CP with 707 MIPS; one processor is an IFL with 366 MIPS.) Contains PR/SM feature and 3 LPARS: <u>LPAR1 (z/OS production LPAR # 1)</u> <u>LPAR2 (z/OS production LPAR # 2)</u> <u>LPAR3 (VM LPAR with LINUX)</u>
1	2105-800	IBM enterprise storage server configured with 4.5TB of usable storage. Configuration includes use of Flash Copy and PAV. The device supports the following types of full-volume formatted storage: 3390-9 and 3390-3 (enterprise); and 3390-9 and 3390-3 (open systems – Linux).

12	3590-B1A	IBM Magstar tape drives
3	3590-A50	IBM Magstar control units
16	9490-M34	StorageTek tape drives
3	9310	StorageTek library storage modules
3	9311	StorageTek library control units
2	InfoPrint 4000 ID1/ID2	IBM printing systems, each capable of printing 225 pages per minute. Printers use PSF software to create IPDS format documents in simplex and duplex mode
1	DocuTech 128HLC	Xerox printing system capable of producing PDFs and red highlight color output
2	OSA Express 1000 Base-T	Total of 4 ports.
1	OSA Express Gb E	Total of 2 ports

2. Software

Partition 1

z/OS V1.7 operating system

CICS R3.2

DB2 V7

Numerous ISV products

Partition 2

z/OS V1.7 operating system

CICS R2.2

CA-Datacom products

Partition 3 (IFL)

z/VM (Version 5.3) operating system

Linux SUSE 9, 10

Oracle 9i, 10g

III. VENDOR EQUIPMENT REQUIREMENTS

The following equipment and capacity shall be available to the customer at the recovery center for scheduled testing, and immediately upon customer-declaration of a disaster. Functionally equivalent equipment is acceptable to the customer.

The vendor shall provide a list of all proposed equipment, including brands and models.

<u>Quantity</u>	<u>Machine/Product</u>	<u>Product Description</u>
1	IBM z-Series Enterprise Server	Capable of at least 500 MIPS utilizing, at a minimum, 2 CP processors, 1 IFL, 16GB of memory and partitioned using PR/SM into two LPARs: <u>LPAR1 (z/OS production LPAR)</u> <u>LPAR2 (VM LPAR)</u>
1	Enterprise Storage Server	Configured with 4.5TB of usable storage; capable of performing, at a minimum, 3500 I/Os per second; configured as 3390-9 and 3390-3 and supporting PAV and Flash Copy.
12	IBM Magstar 3590-B1A Tape Drives	128-track, configured with IBM A60 controllers and capable of reading / writing from / to 3590-B tape media
16	3490 Tape Drives	36-track, capable of supporting 3490-E tape media
6	PC Workstations	For use as operator consoles and TN3270 sessions

1	Printing System	Capable of producing 225 pages per minute of IPDS output in simplex mode, using continuous forms, and capable of printing in duplex mode.
1	Impact Printer	Minimum speed of 1000 lines per minute, using continuous forms.
1	OSA Express GbE	Total of 2 ports.
2	OSA Express 1000 Base-T	Total of 4 ports.
1	T1	The State of WV will be responsible for providing the line and any necessary expenses involving T1 connections at the vendor recovery center. The T1 connection will terminate at a customer-supplied router located at the recovery center. (Also see Section IV, item 9.)
1	Line	Analog Line for Dial-In to Router
1	Modem	V.92 for router connectivity
1	CISCO 3845	Router with the following features: 3845 w/AC PWR,2GE,1SFP,4NME,4HWIC, IP Base, 64F/256D
1	S384AISK9-12418	CISCO 3845 ADVANCED IP SERVICES
2	NM-1GE	1 Port GE Network Module
1	NM-1T3/E3	One port T3/E3 network module
1	VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
2	GLC-T=	1000BASE-T SFP
1	CISCO GbE Switch	with the following features: WS-C3560G-24TS-S Catalyst 3560 24 10/100/1000T + 4 SFP Standard Image; 2 GLC-SX-MM= GE SFP, LC connector SX transceivers; fiber cables as required to connect the switch to the OSA ports on the recovery enterprise server.

1 CISCO SMARTNET 24x7x4 for above equipment

IV. GENERAL SPECIFICATIONS

1. The vendor shall make an alternate processing facility / disaster recovery center available to the customer for use in scheduled disaster recovery testing, and immediately in the event of a customer-declared disaster.
2. Recovery services in support of the customer shall be concentrated at a single recovery center. The recovery center shall be located no further than 600 miles from the customer's site, which is located at 1900 Kanawha Boulevard East, Charleston, WV 25305.
3. The vendor shall maintain technical compatibility with the customer as the customer upgrades hardware, software, and network configurations during the life of the contract resulting from this RFQ.
4. At no additional cost, the customer shall have access to, and use of, the vendor's recovery center, and equipment configuration (as specified in Section III of this RFQ), for up to 60 hours each year, in order to test its disaster procedures. The test hours shall be either contiguous or divided into multiple tests, at the customer's option. The customer anticipates performing one inclusive test each calendar year, but it reserves the right to perform multiple tests. In either case, the total test-time will not exceed 60 hours a year.
5. The customer will consult with the vendor in scheduling test time. The vendor shall provide the customer with a scheduled block of test time within 30 days of customer request. The actual test shall start no less than 60 days thereafter, in order for the customer to have time to prepare properly. The customer's testing shall include, but not be limited to: loading and testing the customer's mainframe operating systems, restoration of the State's backbone network, restoration of critical State applications and databases, batch processing, printing, and communications testing.
6. Immediately upon the conclusion of each of the customer's tests and actual disaster recovery events, the vendor shall perform a minimum initialization of the Direct Access Storage Device (DASD) volumes that were used by the customer. If the customer requires a more thorough erasure of its data from DASD, the customer will be responsible for performing the task, and will perform it after each test (within the 60 hour window) or immediately upon the conclusion of any actual disaster recovery event.
7. The vendor shall provide technical support personnel, including systems programmers and network engineers, to assist the customer in the planning of tests, and during events at the recovery facility. The same support shall be available to the customer 24/7 during tests and customer-declared disasters.

8. If the customer requests, the vendor shall assist the customer in handling the customer's tapes. Such assistance could take the form of unloading/loading tapes from the transport vehicle(s) and transporting the tapes between the vehicle and the vendor's tape facilities.
9. The customer will ship a router to the vendor after award of bid. The vendor shall install the router, house it in a secure cabinet, and ensure that it remains fully operational at all times. At the time of a scheduled disaster recovery test or declared disaster, the vendor shall connect the customer's router to the vendor's router. The vendor shall, upon customer request, provide the exact cabinet location of the router.
10. The recovery center shall feature uninterruptible power supply (UPS) units, batteries, diesel generators, redundant transformers, redundant chillers/air conditioners, smoke and water detectors, fire suppression systems, 24-hour guard service, and closed circuit TV monitoring.
11. The vendor shall provide the customer with minimal office facilities during testing and disasters. The facilities shall be located at the recovery center and shall include at least 600 square feet of office space, chairs, work surfaces, terminals connected to the recovery CPU, at least six (6) telephones connected to long-distance service, and Internet access.
12. The vendor shall have at least three (3) years of experience in assisting clients in recovering IBM mainframe-based applications at its recovery center(s).
13. The vendor shall provide a minimum of three (3) references, with contact information, which are currently using the proposed recovery center. The references shall be located within the continental United States. The customer reserves the right to contact each of the references.
14. The vendor shall provide an overview of the vendor's proposed recovery center. The overview shall include at least a written description of the facility, and should include photographs of the facility; driving directions to the facility from the customer's site at 1900 Kanawha Boulevard East, Charleston, WV; driving directions to the facility from nearby airports; and a map(s) indicating the location of the facility, recommended routes, and nearby lodging.

V. PRE-TEST SPECIFICATIONS

1. At least two weeks prior to the start of disaster recovery tests, the vendor shall provide the customer with the names, phone numbers, electronic mail (e-mail) addresses, and hours of availability, of individuals who will be assisting the customer, remotely, in preparation for the test, and at the recovery center during the test. Said individuals shall include, at a minimum, the project manager, the IT specialist, and the network management integrator. The vendor shall also indicate who will be available to provide similar assistance to the customer, at the recovery site, during hours outside of prime shift (8:00 a.m.- 5:00 p.m.) and shall provide similar contact information for those individuals.
2. **MODEM TEST** Approximately 12 hours prior to a scheduled disaster recovery test, the vendor shall work with the customer's networking staff to facilitate an end-to-end mini-test to ensure connectivity between the customer's modem and the recovery center's modem and router. After successful connectivity to the disaster recovery center's modem and router, the customer will remotely configure the T1 interface of the router located at the recovery center.
3. **T-1 TEST** At the start of the disaster recovery test, the customer and the vendor shall work together to establish connectivity between the customer's data center and the vendor's router. During the entire testing period, the vendor shall provide modem connectivity into the router located at the recovery center.
4. After the conclusion of the disaster recovery test, the vendor shall save the customer's router settings. The vendor shall load the configuration during the customer's next mini-test, disaster recovery test, or customer-declared disaster.

VI. TERMS AND CONDITIONS

1. The contract resulting from this RFQ will become effective upon award, and will extend for a period of one (1) year thereafter. The vendor must be able to begin providing all services, as identified above, on November 1, 2008.
2. The contract may be renewed upon the mutual written consent of the customer and the vendor, submitted to the Director of the Purchasing Division 30 days prior to the contract expiration date. Such renewal shall be limited to two (2) successive one-year terms.
3. The vendor shall assume full responsibility for delivery of all services provided under this contract. Any use of subcontractors shall not relieve the vendor of said responsibility.

VII. MANDATORY PRE-BID CONFERENCE

1. A mandatory pre-bid telephone conference call will be conducted at 1:30 P.M. ET on Wednesday, July 9, 2008. The call-in number will be 866-578-5695. The code number will be 4184911044. If the call-in number is unavailable, call one of the following numbers, and ask to be patched into the conference call:

304-558-3456
 304-957-8280
 304-558-0835.

All interested bidders are required to participate in the conference call. Failure to participate shall automatically result in disqualification.

VIII. COSTS

1. The vendor shall complete the attached cost sheet and include it with the bid response.
2. The Monthly Subscription Cost shall be based on the requirements identified in Sections III and IV of this RFQ.
3. The Comprehensive Disaster Declaration Fee shall include all customer costs associated with declaring a disaster. For bid preparation purposes, the vendor should assume that the customer will declare one disaster during the initial 12 months of the contract.
4. The Recovery Daily Usage Charge shall include all costs for the customer to use the recovery center in the event of a customer-declared disaster or customer test. For bid preparation purposes, the vendor should assume that the customer will need to use the recovery center for a minimum of three (3) days during the initial 12 months of the contract.
5. The vendor shall provide the cost, if any, of installing and housing the customer-supplied router referred to in Section IV, Item 9 above.
6. Costs quoted shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or any other expense.

COST SHEET

NOTE: Enter "0" or "zero" for any no-cost line items. Blank fields will be interpreted as no-cost.

VENDOR NAME _____

VENDOR ADDRESS _____

VENDOR CONTACT _____

VENDOR PHONE NO. _____

MONTHLY SUBSCRIPTION COST:

_____ PER MONTH x 12 MONTHS = _____

COMPREHENSIVE DISASTER DECLARATION FEE _____

RECOVERY DAILY USAGE CHARGE

_____ PER DAY x 3 DAYS = _____

ANY OTHER COSTS (see Section VIII, item 5) _____

GRAND TOTAL COST _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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 agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____