



State of West Virginia Department of Administration

RFQ No. ISCL0093

Peripheral Devices and Accessories, Computer System

Prepared by:

CDW Government

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

Due: July 21, 2011 at 1:30 PM

RECEIVED

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PURCHASING DIVISION
STATE OF WV



One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

Phone: 847.465.6000
Fax: 847.419.6200
Toll-free: 800.808.4239

CDWG.com

July 19, 2011

Krista Ferrell
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, West Virginia 25305-0130

Subject: RFQ No. ISCL0093

Dear Ms. Ferrell,

The West Virginia State Purchasing Division (the State) is soliciting bids to provide the West Virginia Office of Technology (WVOT), with a virtual tape solution. CDW Government LLC (CDW•G) is proud to work with the State to provide a custom solution that will meet your requirements.

As an IBM Premier Business Partner, CDW•G offers the highest level of support to the State. Not only are we one of IBM's largest resellers, but we also earned the following accolades:

- 2011 Choice Award Winner
- 2010 Top Performer Leadership Award
- 2010 Fast Track for Business Partners (greater than \$50 million)
- 2010 IBM Choice Award: Mid Market Leadership

What do these awards mean to the State? We have proven to IBM that CDW•G is exceptionally responsive to the needs of our customers. With our highly educated IBM sales force, we work closely with our customers, like the State, to design IBM hardware and software solutions. IBM also recognizes that CDW•G has surpassed our customer's expectations as an advocate for IBM services and support. It is this level of dedication to the IBM practice that allows us to bring the State a best-of-breed solution that will allow you to more efficiently manage your data backups.

The State can rest assured that CDW•G has the staff and knowledge to design and implement your requested virtual tape and software configuration. CDW•G holds Software Value Plus authorization and is also Tivoli Storage Triple A certified. Our attention to detail has led CDW•G to become one of the few IBM partners across the U.S. that is certified to design, sell, install, and support all IBM brands.

In the end, CDW•G wants to help WVOT achieve its vision of providing technologies to State employees more efficiently so you can better serve the citizens of West Virginia.

We look forward to partnering with you moving forward with this initiative. If you have any questions regarding our response, please contact Proposal Specialist Jessica Longly at jeslong@cdwg.com or (866) 465-9984.

Sincerely,

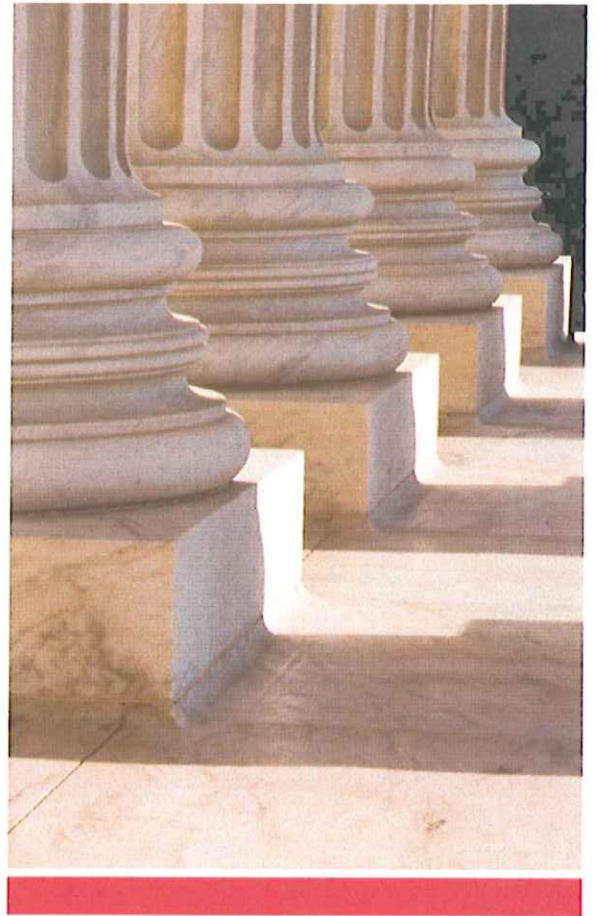
Brandi Steckel
Supervisor, Government Proposals

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Section 1

Executive Summary



Executive Summary

The Solution

Your CDW•G Account Team studied your requirements and worked closely with IBM to provide a complete solution for your primary and backup data centers that will allow the State to effectively manage your backups, as well as provide a level of redundancy that is critical to your day-to-day operations.

The CDW•G and IBM Advantage

CDW•G is a top ranking IBM Premier Business Partner. What does that mean to the State of West Virginia? It means you can leverage our relationship with IBM to provide you with competitive pricing, as well as the skill and expertise needed to design and implement your virtual tape solution. CDW•G currently has 85 engineers on staff with more than 250 IBM certifications. Our dedication to IBM's technologies means the State will benefit by having a solid design plan for the scope of your project. Also, CDW•G's close working relationship with IBM sales representatives, brand managers and on-site presales systems engineers gives the State the level of service you demand.

CDW•G is one of seven IBM Business Partners that are authorized to sell the entire line of IBM servers, software and storage. Our commitment to remaining up-to-date with IBM technology earned us the highest ranking of sales and technical certifications. A complete listing is below:

- Tivoli Storage Triple A certified
- IBM System x Technical Certifications
- IBM BladeCenter Technical Certifications
- IBM System p Technical Certifications
- IBM HACMP Certifications
- IBM System i Technical Certifications
- IBM System z Technical Certification
- IBM High-end Disk Certifications
- IBM High-end Tape Certifications
- IBM Mid-Range Storage Certifications
- IBM Storage Technical Certifications
- IBM Tivoli Software Technical Certifications
- IBM Lotus Software Technical Certifications
- IBM WebSphere Software Technical Certifications
- IBM DB2 Software Technical Certifications
- IBM Rational Software Technical Certification

CDW•G also invested more than one million dollars into our IBM demo lab known as the Business Partner Innovation Center (BPIC), located just outside of Milwaukee, Wisconsin. We use this facility for Proof of Concept (POC) and theory testing. This lab is certified for System x, System p, System I, System z, and Storage. This initiative has allowed us to achieve IBM Global Servers "Authorized Delivery Program" Partner status.

Your CDW•G Account Team

The State is in a unique position as you have a dedicated team ready to assist you with day-to-day technology needs, as well as specialized attention for more large-scale projects. Below is your CDW•G Account Team that is assisting you with your IBM virtual tape solution.

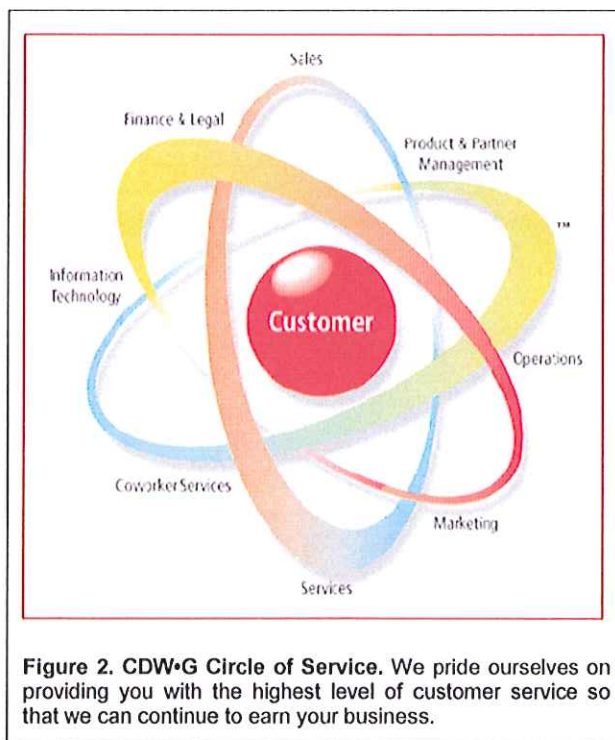
Aneta Podgorska is your CDW•G Account Manager; she is your first point of contact for the State's general IT needs. Aneta works hand-in-hand with her Sales Manager, Jonathan Mazella. Supporting Aneta in the field is Kevin Farrell. He is your liaison regarding this IBM virtual tape solution. He is supported by Cheryl Ruckel, the Solution Architect assigned to help design our proposed solution.

	<p>Aneta Podgorska Account Manager Phone: 866.850.5739 Fax: 847.990.8170 anetpod@cdw.com</p>		<p>Kevin Farrell Field Solution Executive Phone: 877.885.4403 Cell: 440.724.6622 kevin.farrell@cdw.com</p>
	<p>Cheryl Ruckel Solution Architect Phone: 513.677.4146 Cell: 513.646.1509 cheryl.ruckel@cdw.com</p>		<p>Jonathan Mazella Sales Manager Phone: 866.776.7415 Fax: 203.899.2196 jonathan.mazella@cdwg.com</p>

Figure 1. Your CDW•G Account Team. State purchasers count on their CDW•G Account Team to provide you with the support needed to complete your virtual tape project. Our trained staff is dedicated to your account and will assist you with any questions throughout the process.

At CDW•G, everything we do revolves around meeting the needs of our customers. That is why we adhere to a central philosophy known as the *Circle of Service*. This philosophy is based upon the premise that people do business with people they like. Our goal is to make sure that your virtual tape solution is implemented in the manner the State requires. We are continually looking for better ways to create a superior customer experience by living our purpose, value proposition and values at every customer touch-point.

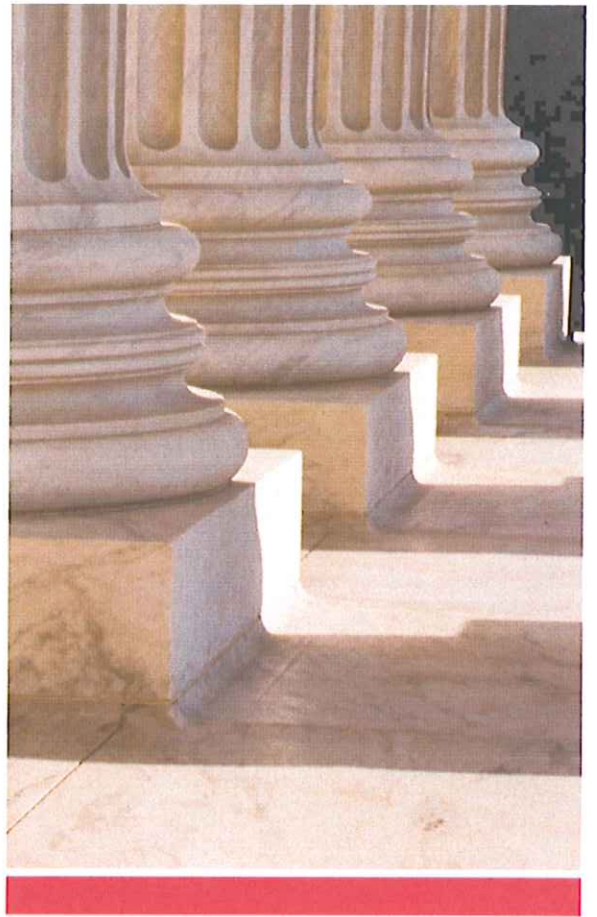
We are committed to reflecting the diversity of the marketplace and making every effort to understand each customer's needs and buying requirements. At CDW•G, we recognize that no two customers are exactly alike. And our dedicated and diverse sales and services professionals are among the most trained, responsive and knowledgeable in the industry. CDW•G brings you the best the industry has to offer.



In the end, our attention to detail, as well as our ability to recognize the State's business needs and technical requirements, are the cornerstone to making this project a success. As a result of our highly trained staff of engineers and relationship with IBM, CDW•G is the partner that the State needs to meet your data center needs. We look forward to guiding and supporting you through this initiative.

Section 2

Request for Quotation



Request for Quotation



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	PAGE
ISCL0093	1
ADDRESS CORRESPONDENCE TO ATTENTION OF	
KRISTA FERRELL 304-558-2596	

RFQ COPY
TYPE NAME/ADDRESS HERE
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

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		
06/16/2011						
BID OPENING DATE	07/21/2011	BID OPENING TIME	01:30PM			
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-43	\$ 686,949.00	\$ 686,949.00*
PERIPHERAL DEVICES AND ACCESSORIES, COMPUTER SYSTEM						
* Please note that a breakdown of the total cost is listed on the Cost Sheet of this RFQ as provided by the State.						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A VIRTUAL TAPE SOLUTION INCLUDING: A TWO-WAY GRID WITH REPLICATION BETWEEN ITS PRIMARY DATA CENTER LOCATED IN CHARLESTON, WEST VIRGINIA AND ITS RECOVERY CENTER LOCATED IN FLATWOODS, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.						
DEADLINE FOR ALL TECHNICAL QUESTIONS IS 07/06/2011 AT THE CLOSE OF BUSINESS.						
ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.						
VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.						
NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	TELEPHONE			DATE		
<i>BS</i>	(847) 371-7047			07/19/2011		
TITLE	FAX			ADDRESS CHANGES TO BE NOTED ABOVE		
Supervisor, Proposals	36-4230110*					

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'
* CDW Government LLC is disregarded as an entity separate from its owner (CDW LLC) for Federal income tax purposes. Accordingly, for all issues concerning Federal income taxes, please revert to the CDW LLC (parent) FEIN: 36-3310735. CDW LLC is a single-member LLC that elects to file Federal income taxes as a corporation.



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Charleston, WV 25305-0130

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PAGE
2

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

RFQ COPY
TYPE NAME/ADDRESS HERE
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

SHIP TO
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	FOB	FREIGHT TERMS		
06/16/2011						
BID OPENING DATE: 07/21/2011		BID OPENING TIME: 01:30 PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ IS RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: ISCL0093</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <input checked="" type="checkbox"/></p> <p>NO. 2 NO. 3 NO. 4 NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE (847) 371-7047	DATE 07/19/2011	
TITLE Supervisor, Proposals		FAX 36-4230110		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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

Request for Quotation

RFO NUMBER
ISCL0093

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
804-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

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

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BID OPENING DATE	07/21/2011	BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
Brandi Steckel - Supervisor, Proposals SIGNATURE						
CDW Government LLC COMPANY						
07/19/2011 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE VENDOR AFTER THE INITIAL MEETING DESCRIBED IN SECTION IV.2 OF THE ATTACHED SPECIFICATIONS. MAINTENANCE SHALL BE ADDED BY FORMAL CHANGE ORDER AFTER THE INSTALLATION, TESTING, AND ACCEPTANCE OF THE SOLUTION BY THE AGENCY.						
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						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Brandi Steckel		(847) 371-7047		07/19/2011		
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE		
Supervisor, Proposals		36-4230110				

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



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KRISTA FERRELL
804-558-2596

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE
CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

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DEPARTMENT OF ADMINISTRATION
IS&C - DATA CENTER MANAGER
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CHARLESTON, WV
25305-0135 304-558-5914

DATE PRINTED 06/16/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
BID OPENING DATE 07/21/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	LOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ISCL0093</p> <p>BID OPENING DATE: 07/21/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 			TELEPHONE (847) 371-7047		DATE 07/19/2011	
TITLE Supervisor, Proposals		FAX 36-4230110		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

ISCL0093

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL

304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

CDW Government LLC

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

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DEPARTMENT OF ADMINISTRATION

IS&C - DATA CENTER MANAGER

BUILDING 6, ROOM B110

1900 KANAWHA BOULEVARD, EAST

CHARLESTON, WV

25305-0135

304-558-5914

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06/16/2011						
BID OPENING DATE: 07/21/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
Fax: (847) 371-7847						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Jessica Longly, CDW-G Proposal Specialist						
***** THIS IS THE END OF RFQ ISCL0093 ***** TOTAL: \$ 686,949.00*						
* Please note that a breakdown of the total cost is listed on the Cost Sheet of this RFQ as provided by the State.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE:		TELEPHONE: (847) 371-7047		DATE: 07/19/2011		
TITLE: Supervisor, Proposals		FAX: 36-4230110		ADDRESS CHANGES TO BE NOTED ABOVE		

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

Section 3 Requirements



Requirements

The vendor shall provide a solution that includes systems located in the primary Data Center in Charleston and the Recovery Center in Flatwoods. The system at the Recovery Center shall include physical tape drives. The solution must meet all of the following mandatory requirements.

1. The vendor will supply all the equipment and software specified in Appendix A, or equal.

CDW•G Response: CDW•G acknowledges the above request. Please see Appendix A for our proposed solution that will meet your 70 TB requirement.

2. The equipment shall be new. Remanufactured or warranted-as-new equipment is unacceptable.

CDW•G Response: CDW•G confirms that the equipment the State receives will be new from the manufacturer.

3. The solution shall support data replication between the primary virtual tape server at the primary Data Center and the Recovery Center. The customer will provide the telecommunication equipment and bandwidth required to enable replication between the Centers.

CDW•G Response: The TS7700 supports up to 200 MB/sec bandwidth for replication and will attempt to use the full amount at times. However, based on the tape study using the SOWV SMF data in 2009, the busiest hour had a peak grid throughput of 34 MB/sec (this is compressed data). We would be happy to redo the tape study to ensure that the workload is unchanged and the bandwidth needs unchanged.

4. The solution shall allow for creation of physical tapes at the remote location for disaster recovery purposes. Physical tapes must be capable of holding at least 700 GB of uncompressed data.

CDW•G Response: CDW•G confirms that our proposed solution meets the requirements as set forth above.

5. The solution shall allow for removal of physical tapes from the remote location for disaster recovery purposes.

CDW•G Response: The TS7740 solution shown in your RFQ will provide for tapes to be exported to a disaster recovery (DR) site to be used for recovery. TS7740 export tapes can only be imported and used for recovery in a TS7740 system at your DR site. All vendors require compatible drives/encoding for recovery, as does the T7740. The SunGard contract must be modified for use. It would need modified anyway to support tape output during DR since the virtual tape libraries of most vendors use 3490 or 3590 as their emulated tape. Either way this will require a change to the contracted hardware. Third party software, such as Open Tech's Copy/Export Manager and Virtual Data Recovery products can mitigate the number of changes needed.

6. The physical tape drives hardware (minimum of six (6) drives) shall be capable of selectable encryption, in order for the customer to encrypt data that is on physical tape. All software and hardware required for encryption, including, but not limited to, key management, must be included in the proposal.

CDW•G Response: The Tivoli Key Life cycle Manager (TKLM) software has been quoted to handle the key management for encryption. It has been priced for inclusion on a clustered set of open systems servers, so that all physical tape can be encrypted. If it is preferred, we can provide a version for z/OS; however, if run on z/OS, then tapes needed to recover the Operating System at DR cannot be encrypted. At least two (2) key clusters should be provided. DR will need IP access to the key manager for restore.

7. The automated physical tape library, to be located at the Recovery Center, must be capable of holding a minimum of 210 physical tapes initially (including up to ten (10) cleaning tapes). The tape library must be expandable to allow for future growth.

CDW•G Response: CDW•G confirms that our proposed solution meets the requirements as set forth above.

8. The system shall be capable of handling 70 TB of uncompressed usable data.

CDW•G Response: CDW•G confirms that our proposed solution meets the requirements as set forth above.

9. The solution will support z/OS, z/VM and Linux environments, and shall be capable of defining virtual drives that are usable by applications residing in any of those environments.

CDW•G Response: At this time, there is no support for zLinux applications to write to the TS7720 since it only supports FICON. The State currently runs Tivoli Storage Manager (TSM) under z/OS and can continue to run this while TSM 5.3 is supported and can write to the TS7720. IBM has announced a product for TSM 6.3 with the capability to write to z/OS tape from TSM under zLinux. This product is currently in Beta and is scheduled for General Availability (GA) by the end of this year. This would allow the TSM backup tapes to be placed on the TS7720.

All other applications under zLinux would need to supply their own methodology to write to the TS7720 by supporting FICON themselves or using z/VM to write the tape since z/VM supports FICON.

10. The solution must allow for remote monitoring and operation of all hardware.

CDW•G Response: CDW•G confirms that our proposed solution meets the requirements as set forth above.

11. The solution must support and be compatible with all other current hardware and software currently in production at the customer's site. A list of the customer's current hardware and software is provided in Appendices B and C.

CDW•G Response: CDW•G's proposed solution is compatible with all other current hardware and software currently in production at the State's site, but may require the installation of service ("bucket") to the Operating System to support the hardware.

12. The system must be capable of recovering volume serial numbers in the event of a file system failure.

CDW•G Response: While any virtualized library can have a hardware failure, the TS7720 and TS7740 store multiple copies of the logical volume metadata. In case of failure, the recovery order would be the following:

- a. Use a 3957-VEA resident backup
- b. Use a TS7720 cache resident backup
- c. Use the database from another cluster within the grid and the "rebuild" process

Since our proposed solution is grid, the primary can be recovered from the remote since each TS7700 cluster has knowledge of every LVOL resident in the grid. Re-indexing from the TMC would not be necessary or needed.

For the physical tape volume data, if replicated, the primary can recover the data from the remote. This is the power of the TS7700 grid solution.

13. The system must be capable of data compression.

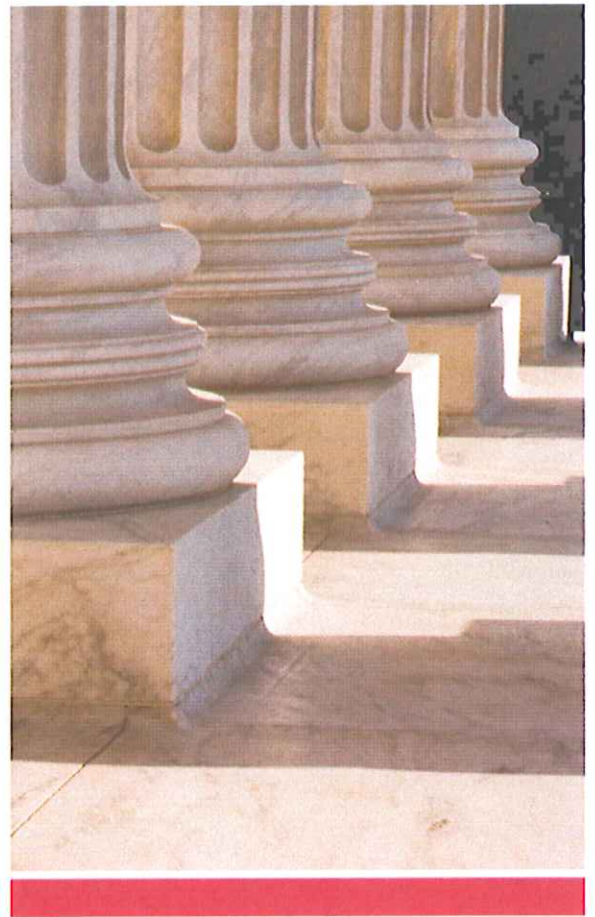
CDW•G Response: CDW•G confirms that our proposed solution meets the requirements as set forth above.

14. The vendor shall specify the bandwidth requirements for replication between the primary Data Center and the Recovery Center.

CDW•G Response: The TS7700 supports up to 200 MB/sec bandwidth for replication and will attempt to use the full amount at times. However, based on the tape study using the SOWV SMF data in 2009, the busiest hour had a peak grid throughput of 34 MB/sec (this is compressed data). We would be happy to redo the tape study to ensure that the workload is unchanged and the bandwidth needs unchanged.

Section 4

Installation and Maintenance



Installation and Maintenance

1. The vendor shall install the primary virtual tape server at the customer's central site:

Building 6, Room 110
1900 Kanawha Blvd. E.
Charleston, WV 25305

CDW•G Response: CDW•G confirms that we will ship the primary virtual tape server to the State's central site at the address listed above.

The vendor shall install the secondary virtual tape server at the Recovery Center located approximately 75 miles from the central site. The address of the secondary location is:

Braxton Technology Center
89 Richard D. Minnich Drive Ste. 103
Sutton, WV 26601

CDW•G Response: CDW•G confirms that we will ship the secondary virtual tape server to the State's Recovery Center at the address listed above.

2. The vendor and agency shall meet, at the agency's primary Data Center, within 15 days after issuance of purchase order, to discuss pre-installation activities as well as the actual installation, and to agree on an installation date.

CDW•G Response: CDW•G agrees to meet with the State at their primary Data Center within 15 days after issuance of purchase order to discuss pre-installation activities, the actual installation, and agree upon the date of installation.

3. The systems shall be operational within 30 days after they are installed. The virtual tape solution will not be considered fully operational until the offsite component is fully integrated with the central site component and a migration plan for data from existing tapes has been agreed upon and implemented.

CDW•G Response: CDW•G can confirm that the systems will be operational within 30 days after they are installed. CDW•G's proposed solution includes services which will include the development of the migration plan, as well as the implementation of the grid.

4. The vendor shall provide onsite hardware, firmware, and software engineering support, and agency training, at or about the time of systems installation.

CDW•G Response: CDW•G's proposed solution does include services which will provide the necessary training needed.

5. The systems shall be maintained by the manufacturer or by a representative(s) trained and authorized by the manufacturer.

CDW•G Response: CDW•G confirms that the systems will be maintained by the manufacturer, which in this case is IBM.

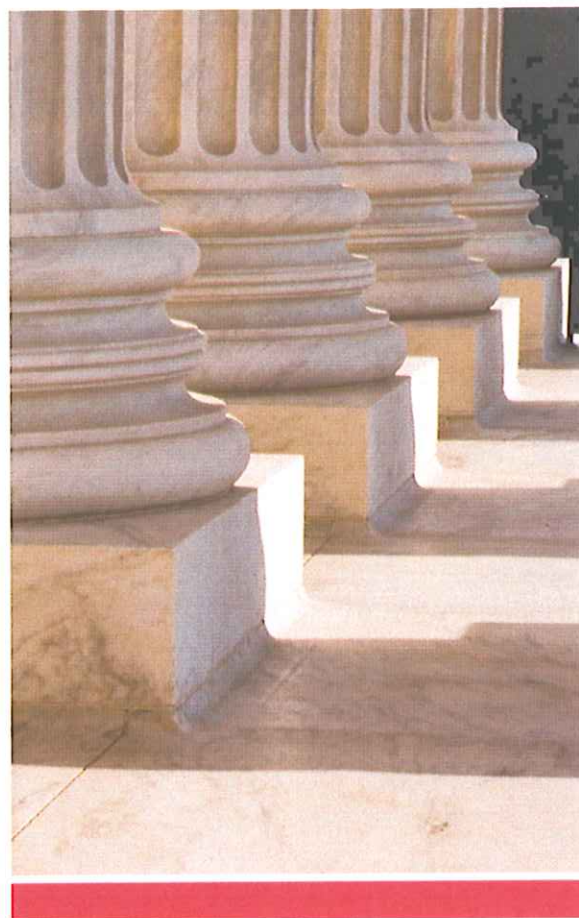
6. The vendor shall warrant and maintain the systems for 48 months after installation. During this 48-month period, the vendor shall make any necessary repairs, replace any defective parts, perform preventative maintenance, install engineering changes and modifications, and otherwise maintain the systems at no cost to the agency.

CDW•G Response: CDW•G's proposed solution includes the cost of the required 48 months of maintenance as provided by the manufacturer, IBM.

7. The vendor shall identify any trade-in allowances for existing equipment replaced by the system. All de-installation and shipping costs shall be borne by the vendor.

CDW•G Response: CDW•G is not proposing a trade-in allowance in our proposal.

Section 5 Implementation of the Virtual Tape Solution



Implementation of the Virtual Tape Solution

The services specified in the following subsections shall be performed at the agency's sites and shall continue until all the services have been provided to the agency's satisfaction and the system is fully operational.

CDW•G Response:

CDW•G is partnering with IBM to assist with the implementation of your virtual tape solution. IBM is part of the incumbent solution and is well-respected in the State. For those reasons, we felt it makes sense for CDW•G and IBM to work together to provide the services for this initiative.

Tape Encryption Implementation Services TKLM/EKM

Activity 1 - Project Initiation

The purpose of this activity is to review your current environment for the planning and implementation of your Tape Encryption system and your Key Management system, finalize the project team members, facilitate and review your project objectives, roles and responsibilities, and verify your readiness to implement these Services.

Task 1 - Conduct Planning Session Conference Call

CDW•G/IBM will conduct a planning session conference call for up to four hours to:

- a. Review the project objectives, goals, and critical success factors;
- b. Discuss the project team roles and responsibilities;
- c. Review completion criteria and critical dates; and
- d. Review implementation plans and activities.

Completion Criteria:

This activity will be complete when CDW•G/IBM has conducted the planning session conference call.

Deliverable Materials:

None

Activity 2 - Solution Architecture and Design

The purpose of this activity is to assist you with the development and documentation of an architecture and design for a Tape Encryption and Key Management solution, for a single site, with one library (or set of stand-alone drives), with two TKLMs or EKMs.

Task 1 - Outline Key Management Procedure

CDW•G/IBM will:

- a. Outline a Key Management procedure for Tape Encryption to be implemented;
- b. Identify encryption requirements for the backup and restoration of your data;
- c. Identify potential best practices as documented in the best practices document as it relates to the Tape Encryption and,
- d. Review the proposed solution design to determine whether it addresses your requirements.

Task 2 - Develop Tape Encryption and Key Management Solution

CDW•G/IBM will:

- a. Develop a Tape Encryption and Key Management solution in accordance with your requirements;

- b. Work with you to identify your required security functions and components; and
- c. Assess whether you may need other encryption capabilities.

Task 3 - Document Architecture and Design

CDW•G/IBM will:

- a. Develop a Key Management architecture for the solution with a focus on:
 - 1) Using current procedures and infrastructure;
 - 2) Centralized Key Management;
 - 3) Key Management that can be incorporated into current operations and disaster recovery
 - i. Requirements, and
 - 4) Use of TKLM or EKM, and
- b. Develop a customized Solution Architecture and Design document that describes:
 - 1) Solution objectives,
 - 2) Solution security technology and process requirements,
 - 3) Recommended policy and standards changes,
 - 4) Solution test criteria,
 - 5) Solution architecture, including diagrams and information flows, and
 - 6) Detailed design of components and placement in the infrastructure.

Completion Criteria:

This activity will be complete when CDW•G/IBM has delivered the Solution Architecture and Design document to your Point of Contact.

Deliverable Materials:

Solution Architecture and Design document

Activity 3 - Solution Implementation

The purpose of this activity is to assist you with the development and implementation of your Tape Encryption and Key Management solution.

Task 1 - Develop Solution Implementation Plan

CDW•G/IBM will:

- a. Identify IT resources that may need to be protected;
- b. Recommend protection levels for classes of resources;
- c. Define Key-Store implementation tasks;
- d. Define tape device defaults;
- e. Identify operating system configuration requirements;
- f. Define the network configuration;
- g. Validate availability of prerequisite software and hardware components for implementation and configuration;
- h. Validate availability of upgrades for implementation and/or configuration;
- i. Identify known disruptions which can be caused by the planned testing, and provide recommended contingency plans, where appropriate; and
- j. Document the applicable information, above, in a Solution Implementation Plan.

Task 2 - Define and Develop Validation Criteria

CDW•G/IBM will:

- a. Establish solution validation criteria for:
 - 1) Key-Store implementation;
 - 2) Operating system configuration; and
 - 3) Tape configuration;
- b. Define the procedure to validate the Solution Implementation Plan has been implemented; and
- c. Document the applicable information, above, in the Solution Implementation Plan.

Task 3 - Validate Implementation Plan

CDW•G/IBM will:

- a. Validate the prerequisite hardware and software components have been installed;
- b. Configure the software components used in your Tape Encryption environment;
- c. Execute scenarios against validation criteria;
- d. Perform an end-to-end review of your operations procedures; and
- e. Work with you to confirm the performance as documented in the Solution Implementation Plan:
 - 1) Encrypt to tape;
 - 2) Decrypt from tape;
 - 3) Import certificate into Key-Store;
 - 4) Export certificate from Key-Store; and
 - 5) Failure to decrypt when keys are not accessible.

Completion Criteria:

This activity will be complete when IBM has delivered the Solution Implementation Plan to your Point of Contact.

Deliverable Materials:

Solution Implementation Plan

Activity 4 - Tape Encryption Operations Procedures and Basic Skills Instruction

The purpose of this activity is to provide basic skills instruction to your designated technical personnel and provide you with the operations procedures for the Tape Encryption and Key Management solution.

Task 1 - Create Operations Procedures

CDW•G/IBM will:

- a. Prepare recommended Tape Encryption Operations Procedures that will include:
 - 1) Protection levels for classes of resources;
 - 2) Encrypted tape labeling and handling;
 - 3) Key-Store access and updating;
 - 4) Key Management (e.g., rollover, distribution, backup and recovery);
 - 5) Tape device defaults;
 - 6) Operating system configuration requirements; and
 - 7) Network configuration;
- b. Document the procedures in the Tape Encryption Operations Procedures.

Task 2 - Provide Basic Skills Instruction

CDW•G/IBM will:

- a. Provide two hours of basic skills instruction for up to four of your designated technical personnel to:
 - 1) Review your current tape handling operations processes and procedures;

- 2) Provide system level assistance based on the newly implemented encryption technology; and
- 3) Review operations based on the operations procedures; and
- b. Document the information above in the Basic Skills Instruction Materials.

Completion Criteria:

This activity will be complete when CDW•G/IBM has delivered the Tape Encryption Operations Procedures and the Basic Skills Instruction Materials to your Point of Contact.

Deliverable Materials:

Tape Encryption Operations Procedures
Basic Skills Instruction Materials

Activity 5 - Additional Services

The purpose of this activity is to provide additional implementation and configuration assistance.

Task 1 - Provide Assistance

CDW•G/IBM will:

- a. Provide assistance to be used for implementation and configuration of the following:
 - 1) One additional library, at a different site with two additional TKLMs or EKMs for up to 40 hours; and
- b. Provide basic skills instruction for up to four of your designated technical personnel on the implementation and configuration tasks CDW•G/IBM performs during this activity.

Completion Criteria:

CDW•G/IBM will have met its responsibilities for this activity when CDW•G/IBM has provided the hours of assistance, specified above.

Scope of Services

CDW•G IBM Software Services - for virtual engine TS7740/TS7720 planning and implementation

Activity 1 - Installation planning for the VIRTUAL ENGINE TS7740/TS7720

The purpose of the activity is to provide system planning, software planning, and instruction for the TS7740/TS7720 VIRTUAL ENGINE implementation.

1. Provide Technical Consultation

We will initiate a telephone consultation, at a mutually agreeable time, with the personnel designated by your Point of Contact, during which we will review:

- a. DF/SMS software support;
- b. Data migration considerations, including coexistence with other automation solutions;
- c. Interaction between the TS7740/TS7720 tape libraries and the DF/SMS software support;
- d. Interaction between the libraries and your tape management system, Computer Associate's Tape Management System (TMS) and Tape Library Management System (TLMS), and IBM's Removable Media Manager (RMM);
- e. Interaction between the libraries and applicable OEM software;
- f. Logical and physical partitioning;
- g. Preparation for TS7740/TS7720 (a, including implementation via DF/SMS tape; and interaction between VIRTUAL ENGINE, the Library Manager and the host, including physical tapes, logical volumes (LVOLs), and inventories.
- j. Device table generations such as Unit Control Blocks (UCB) and Eligible Device Table (EDT);
- k. Generation of the Hardware Configuration Definition (HCD);

2. Assist with System Planning and Preparation

CDW•G/IBM will provide on-site consulting during which we will conduct one (1) training session (for up to eight (8) attendees), using Training and Education presentation(s), for resource allocation management, storage administrator, and systems programming personnel. We will also assist you with:

- a. DF/SMS allocation methodologies;
- b. JCL requirements;
- c. DF/SMS ACS utilization;
- d. Planning and implementation of library partitioning;
- e. Logical and physical cartridge definitions;

3. Provide Operational Training and Education

CDW•G/IBM will provide up to four (4) operator sessions (limited to eight (8) operators per session) and one (1) for resource allocation managers and system programmers.

Such sessions will cover the following:

- a. System overview of Hosts and TS7740/TS7720 VIRTUAL ENGINE in a grid configuration;
- b. Console messages meaning and operator actions;
- c. Operator intervention procedures;
- d. Abnormal situations and recovery;
- e. Manual mode operations;
- f. Interaction between the libraries and TMS, TLMS, or RMM tape managers (and others);
- g. Interaction between the libraries and other software products such as Computer Associates Multiple Image Manager (MIM);
- h. 3490/3592 drive recovery procedures;
- i. Cartridge entry and removal procedures;

- j. Operator interactions with DF/SMS;
 - 1) System status displays
 - 2) System commands
 - 3) Messages and meanings
- k. System commands- system status displays- messages and meanings;
- l. DF/SMS Definitions;
- m. ISMF panels;
 - 1) Parmlib member changes
 - 2) Proclib member change
 - 3) ACS routines (rudimentary)
- n. Parmlib member changes- Proclib member change-- ACS routines (rudimentary); and
- o. Tape manager User Exit processing.

Completion Criteria:

CDW•G/IBM will have met our responsibilities for this activity when we have:

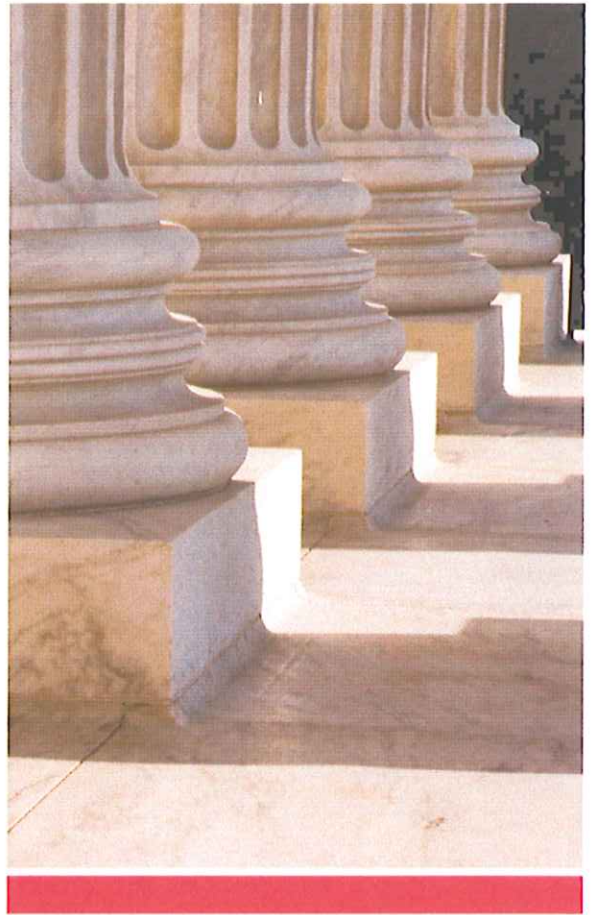
- a. Conducted on-site planning and preparation consultation sessions;
- b. Conducted training and education; and
- c. Provided the Lotus Freelance Training and Education presentation to your Point of Contact.

Deliverable(s):

Soft copy of Training and Education presentation

Section 6

Miscellaneous Terms and Conditions

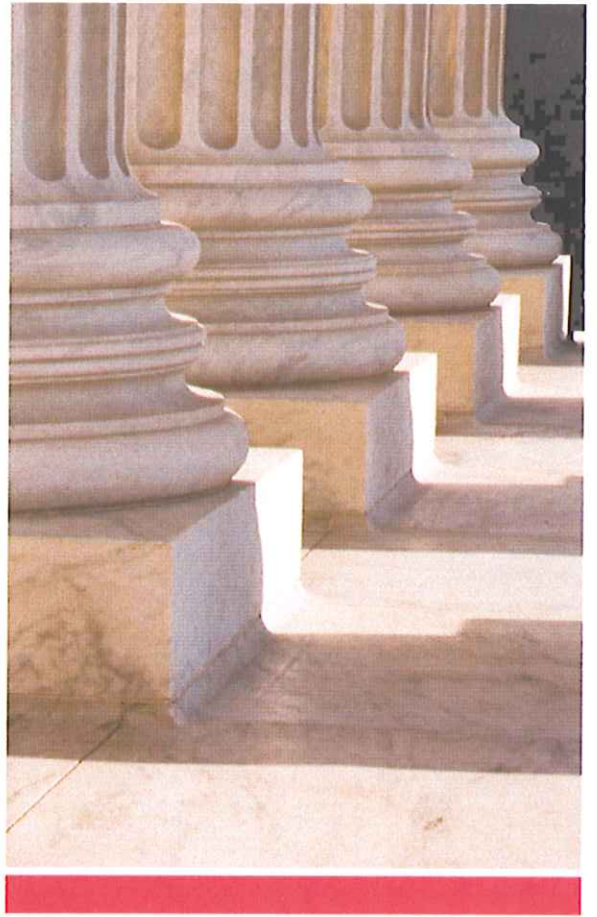


Miscellaneous Terms and Conditions

1. The customer will purchase the systems outright. Other procurement options will not be considered.
2. The customer will not formally accept a system until it has operated without failure for 30 consecutive days.
3. The vendor will be considered prime contractor, and shall therefore be solely responsible for satisfying all mandatory requirements of this RFQ, including maintenance. The use of subcontractors will not relieve the vendor of its prime contractor responsibilities.
4. A manufacturer's business partner submitting a bid independently of the manufacturer, or on behalf of the manufacturer, will have prime contractor responsibilities. The State will not act as a third party in any arrangements between the manufacturer and its business partners.

CDW•G Response: In the event of an award, CDW Government LLC intends to negotiate in good faith an appropriate written agreement governing any transaction resulting from this Request for Quotation incorporating the terms and conditions contained therein.

Section 7 Cost Sheet



Cost Sheet

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COST SHEET

VENDOR NAME CDW Government LLC

VENDOR ADDRESS 230 N. Milwaukee Ave.
Vernon Hills, IL 60061

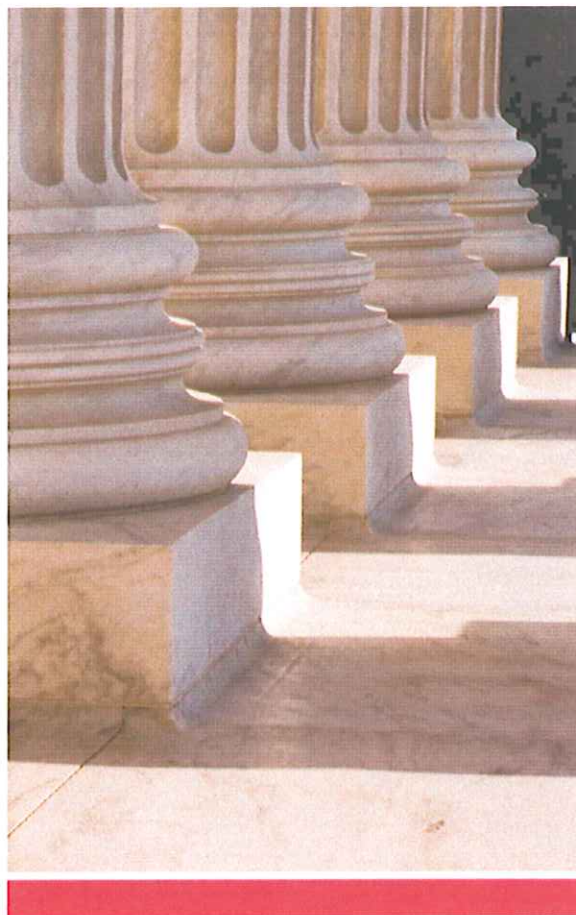
VENDOR CONTACT Jessica Longly - Proposal Specialist

VENDOR PHONE NO. (847) 371-7047

COST OF VIRTUAL TAPE EQUIPMENT (including 48 month warranty)	<u>\$ 605,755.00</u>
COST OF SOFTWARE (for 48 months)	<u>\$ 5,194.00</u>
COST OF INSTALLATION	<u>Included in price</u>
COST OF SHIPPING	<u>Included in price</u>
COST OF VTS IMPLEMENTATION (see Section VI)	<u>\$ 76,000.00</u>
TRADE-IN ALLOWANCE	<u>Not applicable</u>
GRAND TOTAL COST	<u>\$ 686,949.00</u>

Section 8

Appendix A



Appendix A

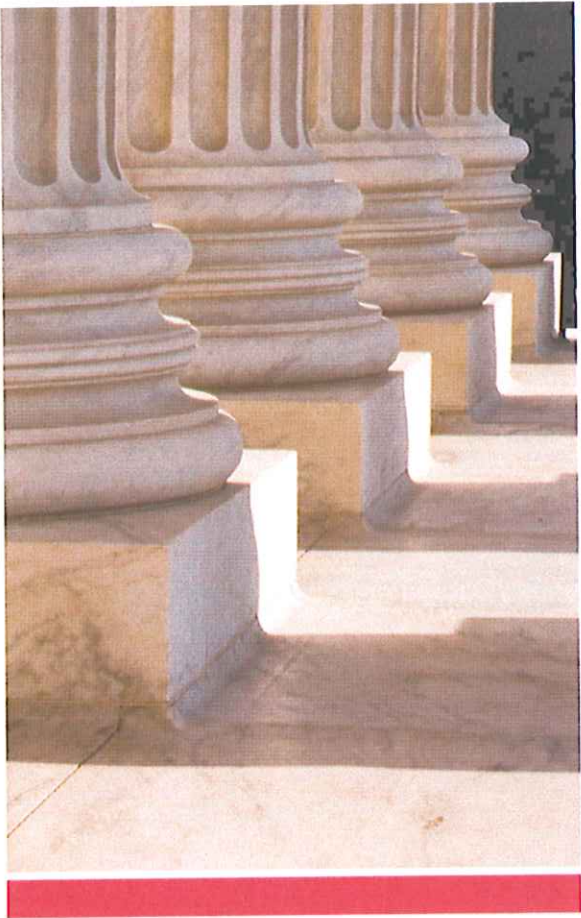
Please see below for CDW•G's Bill of Materials for Appendix A per the State's request.

Product	Description	Qty
3584-L23	TS3500 Tape Library	1
1515	3592 Fibre Drive Mounting Kit	6
1643	Intermediate Capacity on Demand	1
1644	Full Capacity on Demand	1
1659	16 Additional 3592 I/O Slots	1
1692	Entry ALMS	1
1693	Intermediate ALMS	1
1694	Full ALMS	1
1950	Power Distribution Unit	1
2710	Remote Support Facility	1
2732	TS3000 System Console	1
2733	Internal Modem	1
4871	TS7700 BE SW Mounting Hardware	1
4872	TS7700 BE 4Gb Switch	1
9217	Attach to 3953 LM/TS7700	1
9680	Plant Install E05 in 3584	6
9700	No Host Cables From Plant	1
9900	Encryption Configuration	1
9954	Nema L6-30 Power Cords	1
3592-E05	IBM TS1120 Tape Drive	6
6013	13 Meter LC/LC Fibre Channel Cable	12
9000	zSeries ESCON/FICON Attach	6
9216	zSeries Linux Attachment	6
9592	Encryption Capable - Plant	6
9677	Plant Install 3592 in 3584	6
3599-014	IBM Tape Cartridge 3592 Extended Data with Labeling and Initialization	1
4020	20-Pack 3592 Extended Data Cartridges	7
9003	Alpha prefix background - red	1
9022	Label background: Color/Vibrant	1
9032	Media Identifier Letters 'JB'	1
9082	E3 Format	1
9133	First character of Volser is X	1
9200	Second character of Volser is 0	1
9300	Third character of Volser is 0	1
9400	Fourth character of Volser is 0	1
9500	Fifth character of Volser is 0	1
3599-014	IBM Tape Cartridge 3592 Extended Data with Labeling and Initialization	1
4020	20-Pack 3592 Extended Data Cartridges	3
9004	Alpha prefix background - yellow	1
9022	Label background: Color/Vibrant	1
9032	Media Identifier Letters 'JB'	1
9082	E3 Format	1
9121	First character of Volser is L	1
9200	Second character of Volser is 0	1
9300	Third character of Volser is 0	1
9400	Fourth character of Volser is 0	1
9500	Fifth character of Volser is 0	1
3599-017	3592 Tape Cartridge (cleaning)	1
7005	5-Pack Cleaner Cartridges with Media ID Labels	2

3952-F05 Tape Frame	1
1903 Dual AC Power	1
1904 Redundant AC Power	1
2732 TS3000 System Console	1
2733 Internal Modem	1
5628 Plant Install 3957-V06	1
5640 Plant Install 3956-CC8	1
5759 Integrated Control Path	1
7312 TS7700 Base Frame	1
9954 NEMA L6-30 Power Cord	1
3952-F05 Tape Frame	1
1903 Dual AC Power	1
1904 Redundant AC Power	1
2732 TS3000 System Console	1
2733 Internal Modem	1
5626 Plant Install 3957-VEA	1
5635 Plant Install 3956-CS8	1
5646 Plant Install 3956-XS7	2
5759 Integrated Control Path	1
7322 TS7720 Base Frame	1
9110 Ship with R1.7 Machine Code	1
9954 NEMA L6-30 Power Cord	1
3956-CC8 TS7740 Cache Controller	1
7123 9.6 TB Fibre Storage	1
9352 Plant Install in F05	1
3956-CS8 TS7720 SATA Cache Controller	1
7114 32 TB SATA Storage	1
9352 Plant Install in F05	1
3956-XS7 TS7720 SATA Cache Module	2
7114 32 TB SATA Storage	2
9354 Plant Install in F05	2
3957-V06 TS7740 Virtualization Engine	1
201 9 Micron LC/LC 31 Meter	2
1033 1Gb Grid Dual Port Optical SW Connection	2
2715 Console Attachment	1
3442 FICON Long Wavelength Attachment	2
4015 Grid Enablement	1
5240 Dual Port FC HBA	1
5267 1 TB Cache Enablement	3
5268 100 MB/sec Increment	2
9000 Mainframe Attachment	1
9219 TS3500 Attach	1
9350 Plant Install in F05	1
9461 8GB Memory Upgrade - Plant	1
9900 Encryption Configuration	1
3957-VEA TS7720 Virtualization Engine Server	1
201 9 Micron LC/LC 31 Meter	2
1033 1Gb Grid Dual Port Optical SW Connection	2
2715 Console Attachment	1

3442 FICON Long Wavelength Attachment	2
4015 Grid Enablement	1
5268 100 MB/sec Increment	1
9000 Mainframe Attachment	1
9268 100 MB/s Throughput - Plant	1
9350 Plant Install in F05	1
9461 8GB Memory Upgrade - Plant	1
5608-A93 IBM Tivoli Lifecycle Manager Reg:3 Yr	1
3 TKLM For Storage RVU SWMA 3Y Reg	6
5608-A99 IBM Tivoli Key Lifecycle Manager V2.0	1
3 TKLM for Storage per RVU	6
5811 IBM Tiv Key Lifecyle Mgr for Storage	1

Section 9
Addenda



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor 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 headquarters 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 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, or,
2. **Application is made for 2.5% resident vendor 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,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
____ 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 Bidder's 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, or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above, or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted, or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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: CDW Government LLC

Signed: _____

Brandi Steckel

Date: 07/19/2011

Title: _____

Supervisor, Proposals

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

ISCL0093

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.

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: CDW Government LLCAuthorized Signature: [Signature] Date: 07/19/2011

Brandi Steckel - Supervisor, Proposals

State of IllinoisCounty of Cook, to-wit:Taken, subscribed, and sworn to before me this 20 day of July, 2011.My Commission expires October 28, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 12/15/09)

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control.

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit:

Signed:

Title:

Date:

VENDOR

Company Name: **CDW Government LLC**

Signed: 

Title: **Supervisor, Proposals**

Date: **07/19/2011**

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription, or maintenance fees paid.*
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
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21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

AGENCY: _____

VENDOR: CDW Government LLC

Signed: _____

Signed: Brandi Steckel

Title: _____

Title: Supervisor, Proposals

Date: _____

Date: 07/19/2011

Approved as to form prior to signature this 27th day of August, 2010 by Samuel Warfield, Deputy Attorney General

Why buy from CDW-G?



CDW-G Quick Facts

- CDW Government LLC (CDW-G®), a wholly owned subsidiary of CDW LLC, specializes in serving the federal government, prime contractors, state and local governments, K-12 and higher education customers.
- CDW-G ships most credit-approved, in-stock orders the same day. More than 100,000 products ship daily with an accuracy rate over 99 percent.
- Our state-of-the-art, strategically located distribution centers provide nearly 1 million square feet of warehousing and configuration space.
- On average, our technicians customize approximately 3500 combined configurations per day to customers' specifications.

Services to Make Your Life Easier

- Our on-staff engineers and advanced technology specialists can customize solutions for customers' complex technology needs.
- Our specialty teams include experts in the areas of servers and storage, unified communications, security, wireless, power and cooling, networking, software licensing and mobility solutions.
- We provide a portfolio of value-added services including web-based tools, ROI calculators, the ability to have large quantities of IT systems, automated software license management and asset management.
- We work with a trusted network of service providers to offer IT services such as onsite installations, warranties and managed services.
- Our Hosting Centers deliver hosted applications, collocation and managed services to customers nationwide (this service is offered to K-12, Higher Education, and State and Local customers only).
- CDW-G provides onsite staff augmentation, onsite maintenance contracts, IMAC services (installations, moves, adds and changes), system-imaging, brand-name hardware and software customizations, and asset tagging.
- Training programs for CDW-G customers are offered through a number of educational training companies, including KnowledgeNet and Productivity Point International.

CDW-G Strengths

- CDW-G offers more than 1000 leading technology brands of hardware, software, peripheral products and services support.
- Customers get advice and support from a dedicated account team that leads the industry in public sector customer service and product knowledge.
- CDW-G holds dozens of contracts and preferred vendor awards for federal government, state and local government, and educational institutions.
- My Account extranets provide customized access to a customer's account team, product information, purchase history, quotes and order status — plus manage asset-tagged items and order configured systems.
- CDW-G's Software License Tracker extranet tool allows customers to track licensing agreements and expiration dates, generate standard reports or create custom layouts and schedule reports for delivery via e-mail.
- CDW-G's Small Business Partner Consortium pairs companies whose capabilities help federal technology customers fulfill small business contracting goals and meet IT purchasing requirements.

CDW and CDW-G Accolades and Awards

- No. 47 on the Top 100 Military Friendly Employers — G.I. Jobs (2010)
- No. 41 on Forbes List of America's Largest Private Companies *Forbes Magazine* (November 2009)
- Public Sector Mobility Partner of the Year — Cisco Systems, Inc. (2009)
- Federal Partner of the Year — VMware, Inc. (2009)
- Exemplary Voluntary Efforts (EVE) Award — U.S. Department of Labor (October 2008)
- No. 94 of the "100 Best Places to Work in IT" — *Computerworld* (June 2009)
- No. 1 in "America's Most Admired Companies," Wholesalers: Electronics category — *FORTUNE Magazine* (March 2008)
- D&B 5A1 credit rating — highest possible
- ISO 14001:2004 standard
- ISO 9001:2000-certified



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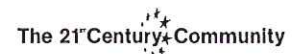


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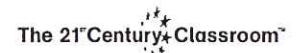


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Higher Education

Today's college and university educators can choose from countless technology products to manage their education settings. Our comprehensive offering of hardware and software products, coupled with installation and professional development services, gives you a single point of responsibility for the successful integration of your 21st century campus — your CDW•G account manager.

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