



**West Virginia
Request for Quote # ISCP0058
Mainframe Disaster Recovery Services
25 March 2014**

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03/25/14 10:15:18AM
West Virginia Purchasing Division



25 March 2014

State of West Virginia (WV)
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
ATTN: Mr. Guy Nisbet, Fax # 304-558-3970

Request for Quote (RFQ) # ISCP0058, Mainframe Disaster Recovery Services

Mr. Nisbet,

DC Corp, a small business located in Martinsburg, WV, is pleased to submit the enclosed quotation in response to RFQ # ISCP0058, Mainframe Disaster Recovery Services.

DC Corp provides World Class Information Technology Leadership and the first Custom Hybrid Data Facility in the world where the customer is in total control choosing the exact custom deployment to meet their IT needs. Our unique model results in the most flexible, scalable, customized and cost certain approach in the industry. DC Corp is a state-of-the-art data center services company providing wholesale and retail data center colocation, disaster recovery services, secure hosting, and business continuity solutions. DC Corp has a fully-customizable data center space with a conference center and office space resources to meet all technical and operational needs of the WV Office of Technology for this effort.

The leadership at DC Corp has 75 years of combined experience in the data center and information technology field. DC Corp is proud to offer superior support services to the WV Office of Technology. The following individuals will be directly responsible for overseeing the successful implementation and continued monthly support for this project:

Charles E Asbury II – *Chief Executive Officer, and Founder. Mr. Asbury Founded DC Corp in 2010 and is the Chief Executive Officer of the company. He brings over fourteen years of experience in the technology and consulting industry. He drives DC Corp through strategic positioning, management, and with a keen instinct to establish the company as a premier custom hybrid data facility for businesses seeking world-class colocation and data center services.*

Previous entrepreneurial endeavors included the creation of Clear Solutions, LLC, an IT consulting firm focused to create cost-effective technology solutions that improve quality and expand functionality for small to mid-size companies. Chuck managed the company as President from 2005 to 2010. Chuck has significant experience in managing complex business dealings and has negotiated multi-million dollar



business deals in securities and technology. In addition to his business expertise, he is a highly cleared individual within the Federal government space. Chuck is a graduate of Shepherd University.

Rick Ware – Executive Director of Government Services, Mr. Ware is a leading expert in data center management and operations with more than 37 years of information technology and data center management expertise. His concentration is on shifting data center processes into a cloud-based environment using state-of-the-art technologies, achieving operational efficiencies and reducing overall operational costs.

Prior to DC Corp, Rick worked at Capgemini where he was the Senior Executive-Data Center Management & Operations Expert providing leadership direction and promoted innovation within the information arena. Rick developed data center infrastructure solutions, coordinated programs, project activities and recommended standardized approaches. While at Unisys he was the Executive Director for Data Center Consolidation and Outsourcing for the Unisys Center for Innovation in Government. In June 2008, Rick retired after an exemplary career at the Internal Revenue Service where he was a member of the Senior Executive Service. While at the IRS, Rick had executive leadership and managerial responsibilities for all IRS data centers managing over 1100 employees including approximately 100 managers. His responsibilities spanned across all IRS data centers including 47 different locations balancing the administrative and technical resources necessary to sustain a successful operation while meeting federal regulations and tax processing deadlines. Rick standardized data center operations at the IRS by implementing ITIL based practices within the Service Operations Command Center. Rick also led the IRS through a major data center consolidation effort resulting in substantial cost reduction, optimized spending and a more efficient and effective data center operations environment. While at the IRS, Rick received several prestigious IRS Chief Information Officer (CIO) awards for outstanding Executive Leadership and was the recipient of the Eastern Panhandle Federal Executive of the Year.

Jake Watts – Corporate IT Director, Jake is the IT director of DC Corp focusing on infrastructure services for the data center. He has 24 years of technical, supervisory, and management experience in the data center and information technology field.

For the past 16 years, Jake was employed in the federal government sector as a Senior Project Manager architecting, implementing, and managing mission critical, highly available, data center infrastructure services. Projects included Server/Storage Virtualization/Consolidation, Enterprise Data Protection, Server Standardization with automation and enhanced security/control, Disaster Recovery, Proactive Monitoring with automated response/repair, and Managed Services with remote hands capabilities. Jake is highly cleared within the federal government space and has a Bachelors degree in Applied Mathematics from the State University of New York at Buffalo with a concentration in Computer Science.

DC Corp understands that the period of performance for this contract will be for one year with the option for WV to extend the contract for an additional two (2) years. We also understand that WV intends to



lease the equipment identified in Exhibit A on an annual basis and utilize the services upon declaration of a disaster. DC Corp has established our pricing in Exhibit B and service model in accordance with these specifications.

DC Corp has reviewed and acknowledges receipt of RFQ ISCP0058 and Addendum 1. DC Corp takes no exceptions to any of the terms or conditions stated in the RFQ documents. If awarded the contract, DC Corp will submit monthly invoices in arrears in accordance with the monthly charges identified in Exhibit B, Pricing.

DC Corp has enclosed the "Vendor Registration & Disclosure Statement and Small, Women, & Minority-Owned Business Certification" WV-1 form in order to initiate the vendor registration process in anticipation of contract award.

DC Corp is proud to be located in and employ residents of WV and therefore we certify that DC Corp is eligible for a 5% resident vendor preference.

We look forward to supporting WVOT on this important initiative.

Should you have any questions regarding this quotation, please contact me directly at (304) 279-7863 or via email at Charles.Asbury@dccorpwv.com.

Sincerely,

Charles Asbury
Chief Executive Officer
748 Novak Drive
Martinsburg, WV 25405
Email:
Charles.Asbury@dccorpwv.com
Cell (304) 279-7863
www.dccorpwv.com

Charles E. Asbury II



Profile

Dynamic leader of successful start-ups and high-growth companies, with over fourteen years experience in the information technology and consulting industry. Well-developed entrepreneurial and business development skills. Client focused and result driven focusing to create cost-effective technology solutions that improve quality and expand functionality for companies.

Clearance

Active DOD Top Secret/SCI

Experience

Chief Executive Officer, DC Corp Martinsburg, WV 2011-Present

Oversee all day-to-day operational matters along with the overall short and long-term direction of DC Corp a state-of-the-art data center services company. Managed business plans, marketing strategies, company image, professional IT staff and consultants. Introduced new core technology to major corporate industry and federal players. Negotiated and closed multi-million dollar service agreement contracts. Successful lead and closed multi-million dollar venture funding deals.

Network & Applications Performance Engineers, OPNET Bethesda, MD 2010-2012

Senior on-site engineer for government client implementing OPNET tools IT Guru Network Planner, VNE Server, AppResponse Xpert (ACE Live) and AppTransaction Xpert (ACE). Prepared delivered technical training and process documentation for government and sub-contracts. Tasks included creating and maintaining time lines on product deployments, implementation of automating network discovery tools, and providing technical expertise. Providing detailed reports documenting system performance issues. Produced solutions that fulfill client's needs within budget and schedule constraints. Present and articulate advanced product features, benefits, and overall product solutions to client. In addition to analyzing clients' business & IT design to customize OPNET applications & performance engineering to solve clients IT problems, maximize network capacity & increase overall performance.

Application Programmer, Perot Systems Kearneysville, WV 2007-2010

Primary technical contact for performing analysis of business system designs, documentation and planning for potential performance improvements. Served as lead contact for all external Coast Guard requests located throughout the country. Tasks included assist in resolving technical failures in a timely manner, implementation of automating application performance monitoring tools, and providing technical expertise for application troubleshooting. Prepared technical training and process documentation for team, along with detailed reports documenting system performance issues. In-depth knowledge of data collection and analysis tools, OPNET IT Guru, OPNET Analytics for Networked Applications (ACE), OPNET ACE Live, Network probes and packet capture utilities, HP LoadRunner, & Performance monitors. Create, update, and maintain team website page.

Network Communications Specialist, Perot Systems Kearneysville, WV 2003-2007

Performed software and server support for the Department of Homeland Security email system. Assisted with critical system outages, software upgrades, and capacity planning. Coordinated with business executives, software experts, help desks, and data source teams in a 24x7 availability environment. Support tasks involved work with Linux and Solaris servers, BT Syntegra software, Sophos Spam and Antivirus products, and Remedy Enterprise reporting tools. Primary technical lead for planning, designing, and implementing Red Hat Satellite server along with Openview, PATROL and WhatsUP Gold monitoring tools. Worked on team to develop, create, and implement security policies for supported servers including technical documentation and standard operating procedures.

System Administrator/Operator II, QSS Group Inc. Kearneysville, WV 2001-2003

Supervisor of 8+ watch standers for National Vessel Movement Center (NVMC) in a 24/7 environment. Tasks included developing and training of system operators, workload, schedule, advancement plans, and performance monitoring of all employees.

System Administrator - Intern, QSS Group Inc. Kearneysville, WV 2001-2002

Performed phone support for all Windows platforms for dial-up connections, desktop support, and basic network troubleshooting. Constructed and maintained Windows NT/2000 servers, image workstations, create user accounts in Microsoft® Office 2000, install network printers. Handled, repaired, troubleshoot, designed, and installation of many different Operating systems.

Education

Shepherd University, Shepherdstown WV — Associate of Applied Science in Information Technology

Certification & Training

MCSE Windows 2000, A+, Security+, Network+, I-Net+, CIW, MCP, Syntegra Mail*Hub, Microsoft Identity Integration Server (MIIS), Aphelion and Messaging, RHCE v3, CISSP, OPNET ACE and ACE Live, HP LoadRunner

Skills

Win2000 Security certified, Windows 2008/XP/Vista/7, Microsoft® Office, Visio, McAfee Webshield, X500 directory, Exchange 2000, Syntegra Mail*HUB, LDAP, Sendmail, Postfix, Linux, Solaris, Unix, BMC PATROL, Sophos AV & Spam software, Veritas Storage Foundation, OPNET ACE, OS X, HP LoadRunner

Activities & Awards

Volunteer, Parent Advisory Council with Winchester Medical Centers, 2008 – Present
President, Union Gap Sub-division, 2009 – 2012
Coast Guard Meritorious Team Commendation (LoGIC) Award 2008
OSC Team of the Quarter (LoGIC) Award 2008
Network World's Enterprise All-Star Award 2006
OSC Team of the Quarter (DSES) Award 2004

QSS Appreciation Award 2003
Transportation 9-11 Ribbon for Service Award 2001
Coast Guard Meritorious Team Commendation (NVMC) Award 2001



Rick E. Ware

Senior Executive-- IT Management Government Solutions/Public Sector

Key Skills and Knowledge:

Comprehensive operational data processing background

Comprehensive multiple mainframe background

Extensive knowledge of Command Center Operations

Outstanding Management skills in Operations, Command Centers, Help Desk, Servers configurations, multiple operational platform environments, leadership skills

Outstanding knowledge of managing large scale data centers

Domain Expertise & Solutions:

Experienced with managing multiple domain servers, Unix, Wintel, etc.

Enterprise Management Systems

IT Operations/Engineering

Network Operations/Engineering

Management Consulting Services

Business Process Management

IT Project Cost/Benefit Analysis

IT Project Management

Project and Program Management

Requirements Definition

Skills Summary

I have over 39 years of experience providing senior executive level management, computer operations support and infrastructure management. I retired from the United States Treasury Department, Internal Revenue Service in June 2008 after 36 years of public service as a member of the Senior Executive Service (SES), Director, Enterprise Computing Center. In this critical IRS position, I managed an organization of approximately 104 managers and over 1200 employees covering 47 different IRS locations including all of the IRS Data Centers. As the Director of the Enterprise Computing Center, I was responsible for all IRS Service Delivery functions, including providing 7x24x365 service to all IRS Users, external customers, taxpayers, and third party providers and other Government agencies. I managed multiple mainframe environments in support of tax processing, numerous Tier 2 platforms, and over 3000 servers and have a vast knowledge of these operating environments. I am very knowledgeable and proficient in ITIL practices and have implemented many of these principles in an Operations Service Delivery Command Center supporting all of tax processing. I am proficient in Problem Management, Incident Management, Problem Resolution, and have instituted Service Restoration Teams to improve systems monitoring and management of Service Level Agreements. I lead many technological and organization transformations for the IRS. I had full responsibility in my organization in managing a budget in excess of \$200,000,000.00 including hiring all managers and staff members. As a SES member, I am proficient in Data Center management, Resource Planning, Systems Testing/planning and integration, Policy and Procedure Development/Concept of Operations, Staff Development/Mentoring and Budget Management/Forecast Planning. At Unisys I was the Executive Director, Data Transformation and Outsourcing, and Area of Strength Leader for DCT Portfolio Solutions focusing entirely on Federal Clients. I was also a Fellow for the "Center for Innovation in Government" and wrote numerous "white papers" addressing a wide range of IT topics. These white papers were published for global distribution.

Executive Director of Government Services DC CORP 02/18/2013-present

Currently providing Executive Leadership to a group of investors with building a new state-of-the-art data center for accelerated market competition. Including designing fully customized data center space, supporting co-location, COOP and Disaster Recovery for commercial and Government clients.

Executive Advisor Capgemini Government Solutions

07/18-2011—11/25-2012

Provide Consulting expertise for this leading global company in the areas of data center Consolidation and outsourcing, Strategic Planning, Cloud transformation and operational efficiencies and improvements. Provided expertise in data center operations and improvement activities. I assisted with the high level development of the Government Solutions portfolio for Capgemini Government Solutions. Conducted numerous high level meetings with leading CIO's/Executive Leadership across multiple Government agencies and bureaus.

EXECUTIVE DIRECTOR, DATA CENTER TRANSFORMATION AND OUTSOURCING UNISYS FEDERAL

06/06/2008-06/06-2011

Area of Strength Leader for Unisys Federal Systems developing Portfolio Solutions to assist Federal Clients with data center transformation/cloud migration activities. I developed a completely new business marketing strategy for DCTO within Unisys Federal and aligned the Portfolio with the Corporate taxonomy and wrote a Federal CONOPS as it related to DCTO. I have provided Consultation and Advisory and Planning Services for clients

3rd Party Management

Systems Implementation
ISO 20K implementation
ISO 27K Implementation

relating to the planning, design and implementation services for data center transformation. I am routinely Consulted on matters relating to Enterprise Computing Solutions such as server management, storage management, network infrastructure management, etc. I routinely provide consultation on Cloud and IT Automation Solutions such as Private Cloud, Public Cloud, Hybrid Cloud and virtualization and consolidation of multiple servers, mainframes and/or data centers. I provide direction and support and promote innovation within the information technology arena. I develop data center infrastructure solutions, coordinate program and project activities including schedule development, resource allocation and problem resolution. My primary emphasis is concentrating on shifting data center processes into a cloud-based environment using state-of-the-art technologies, achieving operational efficiencies and reducing overall operational costs for clients. I am recognized as a leading expert in data center management and currently serve as a Fellow in the Unisys Center for Innovation in Government. I have written several white papers addressing the challenges Government agencies face moving into a cloud based environment as it relates to the OMB 25 Point Implementation Plan to Reform Federal Information Technology Management.

Project Experience

06/11 2008-01/01 2009

UNISYS COPORATION PROJECT DIRECTOR—Health and Human Services Dept.

Program and Project Director. Develops data center infrascture solutions. Coordinates program and project activities including scheduling development, resource allocations, and problem resolution. Acts as customer point-of-contact for program and project activities. Provided expert consultation for Technical Operations in developing solutions for program enhancement. Provided direction with evaluations and integrated proposed solutions into infrastructure vision through engineering reviews. I was responsible for the ICT21 infrastructure planning and standardization, engineering reviews and inter-program coordination moving the U.S. FDA from a decentralized management infrastructure to a common enterprise. I was the Unisys representative supporting all FDA technical groups.

INTERNAL REVENUE SERVICE

02/14/1977-06/03-2008

Director, Enterprise Computing Center, Internal Revenue Service 11/2006-6/03/2008

Managed an organization of 1100 employees and 104 managers providing all data processing support for the Internal Revenue Service. This included supporting over 47 different locations including three data centers balancing the workloads, administrative and technical resources necessary to sustain a successful operation while meeting all federal regulations and tax processing deadlines. Managed all Service Delivery functions providing 7x24x365 service to all IRS internal customers, taxpayers, taxpayer representatives, third party providers and other Government agencies. Managed multiple mainframe processing environments, numerous tier 2 environments and over 3,000 servers. Provided Executive leadership to the ECC management team to ensure around-the-clock due dates and tax processing deadlines were met in a timely manner. Managed a budget in excess of \$200m and hired all managers and support staff. Built a professional working relationship with all Service Directors including the CIO and Deputy Commissioners, and had a solid rapport with the Prime modernization contract representatives. Standardized operations by implementing ITIL practices and created and implemented an Operations Service Delivery Command Center that addressed problem management, incident management, and problem resolution components of ITIL. Instituted Service Restoration Teams to improve systems monitoring and management of Service Level Agreements.

INTERNAL REVENUE SERVICE

Assistant Director Enterprise Computing Center

2003-2006

Assisted in the management of all aspects of the Enterprise Computing Center. Also served in some very critical Project Management roles for the IRS while in this position. Lead the ECC through a number of critical organizational and tax processing changes. During the incumbency to this position, lead the ECC through the transformation to a competency based organization (CBO), fully assessed the staffing levels of the ECC and was successful in redistributing the computing centers staffing to ensure adequate 7x24 staffing. Detailed personnel back to critical positions to guarantee no critical tax processing issues were encountered for filing season. As a result, no critical processing responsibilities were missed and the organization delivered all filing season processing expectations timely and accurately. Lead a comprehensive hiring plan for the IRS/ECC, merged work groups with common processing functionality and stood up the Operations Service Delivery Command Center to more effectively utilize our workforce. Named as the Project Manager for Customer Account Data Engine (CADE), the centerpiece if the Internal Revenue Services modernization program. I successfully lead this project into production with full deployment available for the 2004 tax processing filing season. I also lead the E-Filing Project

into production which moved the IRS into a "public facing" processing center. Lead all ECC plans for technology equipment refresh and provided all justifications for rust replacement. This included developing comprehensive plans consisting of roll out dates and schedules.

INTERNAL REVENUE SERVICE

Chief Systems Operations Division

1999-2003

As the Chief, Systems Operations Division, I was responsible for managing the largest Division in the MITS organization. I had the day to day operational responsibility/management oversight of all tax related processing to ensure all processing due dates and deadlines were met. I was also appointed during my tenure in this key management position to serve in a critical Project Management role. I was assigned the Project manager role for Service Center Mainframe Consolidation, a cost abatement effort mandated by the IRS Commissioner. I was given this role because of my extensive operational processing knowledge. I led and directed a highly technical staff that worked to successfully consolidate all mainframe processing into two IRS data centers. My leadership and operational knowledge resulted in a highly successful transition of all Tier 1 processing from the 10 IRS Service Centers to the Computing Center environments.

Other Key IRS Management positions and dates:

Assistant Chief, Systems Operations Division

1996-1999

Chief, Security and Disclosure Branch

1989-1996

In this position, had responsibility for managing all Data, Physical security and administering all Disaster Recovery programs for the IRS data Center.

Chief, Systems Operations Branch

1986-1989

Supervisory Computer Operator

1984-1986

Education

Degree in Criminal Administration, Los Angeles City College 1975

Military Service

Nov. 1971-Oct. 1976 USAF Active Duty

Honorable Discharge

(Awards and Citations available upon request)

Professional Certifications

IT Service Management and IT Infrastructure Library (ITIL) Executive Certificate 2005

Senior Executive Service (SES) Certification appointment by OPM, US Treasury November 2006

Professional Training

ISO 20000

ISO 27K

FISMA Awareness training

Incident Management Planning (COOP)

IRS Management Development Training 1983

Management Development Training Program (MDP1) entry level 1984

Management Development Training Program (MDP2) Senior Manager 1986

Basic Instructor Training 1987

Train the Trainer In

Instructor Training 1988

Time Management training/certification 1988

IRS Project Management Certification 1989

Data/Physical Security Management Certification 1989

Seaport Security/Anti Terrorism Certification 1990

RACF/SYMON Data Security Certification 1991

Disaster Recovery/US Treasury Dept. COOP Training 1992

NOTE: I was a member of the IRS Instructor Training Cadre and taught numerous management /leadership courses to entry level and senior level managers. I received numerous accolades for my instruction.

AWARDS and HONORS

June 2008

Received the United States Department of Treasury Albert Gallatin Award. The highest award given as evidence of the esteem of which I was held as a member of the Department of the Treasury.

June 2008

Received the Executive of the Year award presented by the Federal Executive Association for demonstrated excellence and demonstrated outstanding leadership at the IRS Enterprise Computing Center. This is a highly competitive sought after award.

May 28, 2008

Received the Department of Treasury prestigious Chief Information Officers Award

In recognition of exemplary leadership with the Internal Revenue Service, MITS Organization. Demonstrated outstanding leadership in driving the Agencies most critical modernization and operations efforts to successful completion. Set the example for top customer service.

April 2008

Received nomination for the Service to America Medal presented by the Partnership for Public Service. This award honors everyday heroes in the Federal workplace who demonstrate remarkable accomplishments as one of our nation's public servants.

June 2005

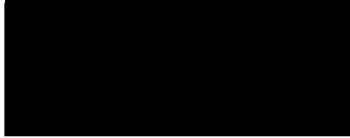
Received the Prestigious Chief Information Officer award for Executive leadership in support of the IRS's modernization Program (Customer Account and Data Engine).

Received Business Operations Division Commissioners Award for Executive Operational support of Modernized Electronic Filing (MeF)

Received Project Managers Award for successful completion of Service Center Mainframe Consolidation

Six consecutive years rating as Outstanding including bonuses and salary increases

Jake Watts



EXPERIENCE

DC Corp

(10/2013 - present)

IT Director

Senior Project Manager responsible for data center infrastructure, providing highly available services (99.999%+) acceptable for hosting mission critical applications, and associated support utilizing Command Center / NOC / SOC and Data Center Operations.

CGI Federal

(9/1997 – 10/2013)

United States Coast Guard (USCG) – Operations Systems Center (OSC)
Core Technology Services (CTS) Contract
Systems Engineering and Technical Services II (SETS II) Contract
Systems Engineering and Technical Services (SETS) Contract
Operations and Maintenance II (O&M II) Contract

Program Manager (PM) / Delivery Manager (DM)

CGI Program Manager and Delivery Manager on USCG/OSC/CTS Contract

Senior Project Manager with over 14 years of experience architecting, implementing, and managing mission critical, highly available, infrastructure services. Projects include Server/Storage Virtualization/Consolidation, Enterprise Data Protection, Server Standardization with automation and enhanced security/control, Proactive Monitoring with automated response/repair, and Managed Services with remote hands capabilities.

Manage 25+ CGI Federal personnel with a variety of disciplines/skills, supporting various teams on the CTS contract. Titles include System Administrators, LAN/WAN/SAN engineers, Database Administrators, Data Specialists, Performance Analysts, Application Engineers specializing in the support of Enterprise Infrastructure.

Functional Area Manager (FAM) / Lead System Administrator (SA)

System Resource Management (SRM) & Disaster Recovery / Business Continuity (DRBC) Manager

Responsible for several critical infrastructure services for the entire OSC; including, but not limited to, computing services (blade servers and VMs), SAN storage, backups, monitoring, notification, and DRBC services. Services had critical uptime requirements (99.9% minimum) and therefore had to be architected with High Availability (HA).

Designed and implemented OSC's Common Operating Environment (COE) platform/service, consisting of IBM blades servers and VMware virtualization. Successfully grew the COE infrastructure to ~1500 blade servers and VMs over seven years. Designed and implemented OSC's Storage Area Network

(SAN). Successfully grew the SAN infrastructure to ~.5PB and ~1000 server connections over 10 years. Implemented site wide automated backups and monitoring of servers, growing the client base to ~1500 servers over 15 years.

Managed multi-million dollar annual budgets and was primary 'Go-to' individual to properly spend year end funding. Created infrastructure cost models, implementing a usage-based billing system with monthly invoicing and annual projections.

Hughes Technical Services Company / NASA ECS Project

(1/1997 – 9/1997)

Senior Systems Analyst

UNIX System Administrator on a variety of platforms including SUN, SGI, and HP. The operating systems used were Solaris 2.5.1, IRIX 6.2, and HP-UX 10.01, and HP-UX 10.10. Configured and integrated a large Systems Management Center (SMC), which managed the eight sites around the country. Installed and configured systems from scratch including loading the OS, installing patches, configuring the system for the network, configuring RAID devices, configuring DNS and NIS, and installing and configuring COTS packages. Created shell scripts to automate management and maintenance of the systems.

Hughes Aircraft Company, Inc. / NASA ECS Project

(4/1994 – 1/1997)

Project Engineer

Earth Observation System (EOS) Data and Information System (EOSDIS) Core System (ECS) engineer, on the Production and Data Processing System (PDPS). Analyzed and integrated science data processing environments into the ECS PDPS environment.

Designed, implemented, and maintained a stable support environment on the ECS Technology Transfer Testbed (ET3). The ET3 had many uses, which included hosting new technologies, supporting prototyping activities and demonstrating ECS reuse. Environment had a variety of workstation and server platforms, including SGI, Sun, HP and DEC.

Worked with Principal Investigators who received NASA awards for: NASA Research Announcement-94-MTPE "Information System Technology Applicable to EOSDIS" and Cooperative Agreement Notice-OA-94 "Public Use of the Earth and Space Science Data Over the Internet". Ingested, installed and configured their software in the ET3.

System Integration and Test Engineer

On-site test lead for the first release of the ECS to the Langley Research Center (LaRC) Distributed Active Archive Center (DAAC). Assured all necessary components, data, procedures, simulators and tools were available, and verified successful installation of system.

Test lead for the Science Data Processing (SDP) Toolkit. Responsible for coordinating toolkit content, scheduling of test conduct, preparing test plans and reports, attending code inspections, creation and maintenance of test drivers/scripts and regression testing. In charge of 8-10 test engineers from the segment level test team, system test team and the Applied Research Corporation (ARC) test team. Interface with EOSDIS personnel concerning the toolkit test schedule, problems or comments from the user community, toolkit delivery.

AlliedSignal Technical Services, Inc.

(8/1990 – 3/1994)

Mathematical Analyst

Quality Assurance Manager for Spacelab Data Processing Facility (SLDPF) at the Goddard Space Flight Center (GSFC). Solve data/mathematical problems relating to the various engineering and scientific requirements of telemetry processing and associated activities. Perform technical tasks

associated with scientific data processing. Participated in testing the production methods and revise/refine as required concentrating on the reduction of operating time or improving techniques. Analyze major system or project requirements, identifying problems and developing methods for problem solution.

Advanced Distribution Systems, Inc.

(10/1989 – 8/1990)

Systems Engineer

Worked closely with Senior Systems Engineers in developing new programs to continually improve system performance and the interface between the users and the system. Developed on-line screen input programs, consulted users on questions or problems they had using the system and maintained software packages.

TECHNICAL EXPERIENCE

Hardware:	Servers: IBM Blades (H/E/S Chassis, HS21/22/23 blades), HP Blades (c7000) SUN, SGI, HP, DEC and IBM Workstations, CRAY, VAX 11/785 SAN/Storage: HP/3PAR, Brocade, EMC Symmetrix/Connectrix Tape Library: Quantum, ATL
Software:	VMware, Veritas NetBackup, Nimsoft, BMC Patrol, EMC (ESN Manager, TimeFinder, ControlCenter), Clearcase, DDTS, AutoSys, Xrunner, LoadRunner, Microsoft Office
Languages:	C, C++, FORTRAN (77&90), Modula-2, RPGII, Pascal, 4680 BASIC, UNIX Shells (ksh, csh, sh, tcsh), Perl, Patrol Scripting Language (PSL)
O/Systems:	UNIX: (Solaris, SunOS, HP-UX, IRIX, OSF/1, AIX), Windows, MS-DOS, VAX-VMS

TRAINING & CERTIFICATIONS

ITIL v3 Certified

EDUCATION

BA., Applied Mathematics - May 1989
Concentration: Computer Science
State University of New York at Buffalo

Awards and Recommendations

Team of the Quarter, System Resource Management/OSC/USCG, 5/2010
Coast Guard Commendation from USCG CIO and C4IT Service Center Director, 4/2010
Coast Guard Meritorious Team Commendation, Fuentez Systems Concepts 9/2000
Certificate of Appreciation, Fuentez Systems Concepts 4/2000
Employee of the Quarter, Fuentez Systems Concepts 10/98
Certificate of Excellence, Hughes Aircraft Company 7/95
Diamond Award for Customer Satisfaction, AlliedSignal Technical Services 1/94
SLDPF Commendation Awards, AlliedSignal Technical Services 9/91, 1/93, 2/93

References available upon request



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

Solicitation

NUMBER
ISCP0058

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
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DC Corp
748 Novak Drive
Martinsburg, WV 25405

S
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DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
1900 KANAWHA BLVD. E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV
25305 304-558-5472

DATE PRINTED
02/25/2014

BID OPENING DATE: 03/25/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-20		Please see Exhibit B
DISASTER RECOVERY SERVICES AGREEMENT						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY (WVOT) IS SEEKING BIDS TO ESTABLISH AN "OPEN-END" CONTRACT FOR MAINFRAME DISASTER RECOVERY SERVICES, PER THE SPECIFICATIONS AND TERMS & CONDITIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ ISCP0058 ***** TOTAL: Please see Exhibit B						

SIGNATURE	TELEPHONE	DATE
	(304) 279-7863	25 March 2014
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO	275059906	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☒ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
 - ☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: March 13 th, 2014 at 2:00 PM. EST.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: Mr. Guy Nisbet

SOLICITATION NO.: RFQ ISCP0058

BID OPENING DATE: 03/25/2014

BID OPENING TIME: 1:30PM EST

FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☒ Technical
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: **March 25th, 2014 at 1:30 PM. EST.**

Bid Opening Location: **Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130**

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on _____ award
and extends for a period of _____ one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ two (2) _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** _____ or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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

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

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for mainframe disaster recovery services. EXHIBIT "A" of this RFQ provides an inventory listing of the agency's current Mainframe operating environment. The agency is not procuring the equipment listed in EXHIBIT "A"; however, the functionality and capability of these items is required to execute back up recovery services.

This RFQ seeks to lease this equipment annually and utilize these services upon declaration of a disaster. The objective of the disaster recovery services is to restore essential functioning capacity at a remote location. In the event of an emergency and for regular testing, these services will support the Agency's function at the remote location.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

- 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
- 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as the pricing page and used to evaluate the RFQ.
- 2.3 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as **ISCP0058**.
- 2.4 "GB"** means gigabyte: 1,000,000,000 bytes of data.
- 2.5 "IFL"** means Integrated Facility for Linux, a central processor dedicated to Linux workloads.
- 2.6 "MIPS"** means million computer instructions per second.
- 2.7 "PR/SM"** means Processor Resource/System Manager in IBM mainframe terminology refers to virtual partitions.
- 2.8 "LPAR"** means Logical Partition allowed by the (PR/SM)
- 2.9 "CICS"** means Customer Information Control System
- 2.10 "VMLPAR"** means Virtual Machine Logical Partition
- 2.11 "TB"** means Terabyte

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

2.12 "SX SFP" means Small Form Factor Pluggable. SX transceivers allow for a maximum distance of 550m at 1.25 Gbits.

2.13 "LC" means Lucent Connector

2.14 "OSA ports" means Open System Adapter ports

3. QUALIFICATIONS: Vendor shall have the following minimum qualifications:

3.1 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). Please furnish proof of services by completing the attached EXHIBIT "C" identifying references.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 Technical Requirements at Vendor's Recovery Center

4.1.1.1 EXHIBIT "A" is a summary of our equipment in the current operating environment for the agency's mainframe. Vendor will provide equivalent capacity at the recovery center for scheduled testing, and immediately upon Agency-declaration of a disaster.

4.1.2 Mandatory Deliverables

4.1.2.1 The Vendor shall make an alternate processing facility / disaster recovery center available to the Agency for use in scheduled disaster recovery testing and, immediately, in the event of an Agency-declared disaster.

4.1.2.2 Recovery services in support of the Agency shall be concentrated at a single recovery center. The recovery center shall be located no further than 500 miles from the customer's site, which is located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Considering the imperatives of prompt system restoration, and the uncertainties of post-disaster transportation, the Agency deems 500 miles to be the maximum distance its recovery

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

team can travel to reach the recovery center and still have adequate time to rebuild its system.

4.1.2.3 The Vendor shall maintain technical compatibility with the Agency as the Agency upgrades hardware, software, and network configurations during the life of the contract resulting from this RFQ. The Agency will notify the Vendor of such upgrades, and the Vendor shall work with the Agency to update the contract accordingly.

4.1.2.4 The Agency's current environment listed in 4.1.1.1 is not static, but a dynamic one. Environment changes include, but are not limited to, changes in MIPS, processors, storage, connectivity, and / or bandwidth. The Vendor must support the Agency's environment changes; as Change Orders are required.

4.1.2.5 At no additional cost, the Agency shall have access to, and use of, the vendor's recovery center, and equipment configuration (as specified in Section 4.1.1.1 of this RFQ), for up to 80 hours each year, in order to test its disaster procedures. The Agency 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 80 hours a year.

4.1.2.6 The Agency will consult with the Vendor in scheduling test time. The Vendor shall provide the Agency with a scheduled block of test time within 30 days of Agency request. The Agency's testing shall include, but not be limited to: loading and testing the Agency's mainframe operating systems, restoration of the State's backbone network, restoration of critical State applications and databases, batch processing, and communications testing.

4.1.2.7 Immediately upon the conclusion of each of the agency'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 Agency. If the Agency requires a more thorough erasure of its data from DASD, the Agency will be responsible for performing the task, and will perform it after each test (within the 80 hour window) or immediately upon the conclusion of any actual disaster recovery event.

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

- 4.1.2.8** The Vendor shall provide technical support personnel, including systems programmers and network engineers, to assist the Agency in the planning of tests, and during events at the recovery facility. The same support shall be available to the Agency 24/7 during tests and customer-declared disasters.
- 4.1.2.9** The Agency 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 provide Internet connectivity for the router, and a connection to the Vendor provided CISCO GbE switch. The Vendor shall, upon Agency request, provide the exact cabinet location of the router.
- 4.1.2.10** The Agency will utilize the Internet for connectivity to the Vendor's facility. The Vendor will permit all IP and protocol traffic.
- 4.1.2.11** The Vendor will allow Generic Routing Encapsulation (GRE) over an Internet Protocol (IP) internetwork.
- 4.1.2.12** The Vendor must allow all protocols necessary to maintain IPSEC connection.
- 4.1.2.13** 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.
- 4.1.2.14** The Vendor shall provide the Agency with 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, a printer, and Internet access.
- 4.1.2.15** The Vendor shall provide an overview of its proposed recovery center. The overview shall include at least a

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

written description of the facility, and should include photographs of the facility; driving directions to the facility from the Agency'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. This information is required before the Purchase Order is issued.

4.1.3 Pre-test specifications

4.1.3.1 At least two weeks prior to the start of disaster recovery tests, the Vendor shall provide the Agency with the names, phone numbers, electronic mail (e-mail) addresses, and hours of availability, of individuals who will be assisting the Agency, remotely, in preparation for the test, and at the recovery center during the test. The Vendor shall also indicate who will be available to provide similar assistance to the Agency, 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.

4.1.3.2 MODEM TEST: Approximately 12 hours prior to a scheduled disaster recovery test, the Vendor shall work with the Agency's networking staff to facilitate an end-to-end mini-test to ensure connectivity between the Agency's modem and the recovery center's modem and router. After successful connectivity to the disaster recovery center's modem and router, the Agency will remotely configure the router located at the recovery center.

4.1.3.3 Router TEST: At the start of the disaster recovery test, the Agency and the Vendor shall work together to establish connectivity between the Agency's data center and the Vendor.

4.1.3.4 After the conclusion of the disaster recovery test, the Vendor shall save the Agency's router settings. The Vendor shall load the configuration during the Agency's next mini-test, disaster recovery test, or Agency-declared disaster.

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Page:** Vendor should complete the Pricing Page (Exhibit "B") in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. If the cost of a line item will not add to the total cost of monthly subscription vendor is advised to input '\$0.00' where this applies. The following instructions will assist in the completion of the pricing page.
- 5.3** The Monthly Cost shall be based on the operating environment identified in the mandatory requirements of this RFQ.
- 5.4** Price per Unit multiplied by Estimated Quantity equals Extended Price.
- 5.5** The Vendor shall provide the cost, if any, of installing and housing the Agency-supplied router, modem, and hosted IP block referred.
- 5.6** As part of Agency evaluation, the Vendor shall provide the cost of disaster declaration (if any) and the daily usage cost (if any). The Comprehensive Disaster Declaration Fee shall include all charges associated with the Agency declaring a disaster. For evaluation purposes, Vendor shall provide costs of a declared disaster of three (3) days.
- 5.7** Costs quoted shall be all-inclusive. No separate reimbursement will be made to the Vendor for travel or any other expense.
- 5.8** Sub Total A is the sum of items 1-21 and must be multiplied by 12 (months in a year) to determine Subtotal B of the annual cost of leasing Disaster Recovery Services.
- 5.9** The total cost of utilizing disaster recovery services will be the sum of Subtotal B, and adding items 22 and 23 Disaster declaration fee and the Recovery Daily Usage Charges for three (3) days.
- 5.10** Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

The Pricing Page was created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Guy.L.Nisbet@WV. Gov.](mailto:Guy.L.Nisbet@WV.Gov)

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay monthly subscription costs shown on the Pricing Pages. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **VENDOR DEFAULT:**
The following shall be considered a vendor default under this Contract:
 - 9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
 - 9.1.2 Failure to comply with other specifications and requirements contained herein.
 - 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 9.1.4 Failure to remedy deficient performance upon request.
 - 9.1.5 The following remedies shall be available to Agency upon default.
 - 9.1.6 Cancellation of the Contract.
 - 9.1.7 Cancellation of one or more release orders issued under this Contract.
 - 9.1.8 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
ISCP0058 - Disaster Recovery Services for Mainframe

10. MISCELLANEOUS:

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

Contract Manager: Jackie Wolfe

Telephone Number: (304) 596-1530

Fax Number: 888-479-3443

Email Address: jackie.wolfe@dccorpwv.com

EXHIBIT A- ISCP0058 - OPERATING ENVIRONNEMENT			
Line Item	Quantity	Part Number	Product Description
1	1	IBM z-Series Enterprise Server	Capable of at least 872 MIPS utilizing, at a minimum, 2 CP processors, 2 IFLs, 1 ZIIP, 144 GB of memory; partitioned using PR/SM into two LPARs; with a dynamic storage area of up to 8000 KB (for use on CICS): LPAR1 (z/OS production LPAR) LPAR2 (VM LPAR)
2	1	Enterprise Storage Server	Configured with 6TB of usable storage Server capable of supporting both 3390-9 and 3390-3 types of full-volume storage; and capable of performing, at a minimum, 3500 I/Os per second.
3	1	IBM 3957-V06	TS7740 VTS
4	1	IBM 3584-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended data tape cartridges
5	6	IBM 3592-E05	IBM TS1120 Tape Drives
6	200	IBM 3592 I/O slots	Slots for extended-data tape cartridges
7	6	PC Workstations	For use as operator consoles and TN3270 sessions
8	1	OSA Express 5S GbE SX (2 ports)	Total of 2 ports.
10	2	OSA Express 5S 1000 Base-T (2 ports)	Total of 4 ports.
11	4	OSA Express 5S 10 GbE SR (1 port)	Total of 4 ports.
12	1	Line	Analog Line for Dial-In to Router
13	1	Modem	V.92 for router connectivity (dial-in for out of band router management)
14	1	Block IP Addresses	/29
15	1	Internet Bandwidth	minimum of 1.5 MB/second
16	1	CISCO GbE Switch	Configuration: 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.
17	1	CISCO SMARTNET	24x7x4 for above equipment

Exhibit "B" PRICING PAGE FOR ISCP0058

Item	Product	Product Description	Unit of Measure	Price per Unit	Estimated Quantity	Extended Price
1	IBM z-Series Enterprise Server	Capable of a minimum 872 MIPS, utilizing at a minimum 2 CP processors, 1 ZIIP, 2 IFLs, 144 GB memory, partitioned using PR/SM into two LPARs; with a dynamic storage area of up to 8000 KB for use on CICS; LPAR1 (z/OS production LPAR), LPAR2 (VM LPAR)	per month	11939.00	1	11939.00
2	Enterprise Storage Server	Configured with 6 TB of usable storage; capable of supporting both3390-9 and 3390-3 types of full-volume storage; capable of performing, at a minimum, 3500 I/Os per second	per month	4263.00	1	4263.00
3	IBM 3957-V06	TS7740 VTS	per month	959.50	1	959.50
4	IBM 3584-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended-data tape cartridges	per month	1960.20	1	1960.20
5	IBM 3592-E05	IBM TS1120 Tape Drives	per month	63.97	6	383.80
6	IBM 3592 I/O slots	Slots for extended-data tape cartridges	per month	0.96	200	191.90
7	PC Workstations	For use as operator consoles and TN3270 sessions	per month	31.98	6	191.90
8	OSA Express 5S Gbe SX (2 ports)	Total of 2 ports	per month	191.90	1	191.90
9	OSA Express 5S 1000 Base-T (2 port)	Total of 4 ports	per month	95.95	2	191.90
10	OSA Express 5S 10 Gbe SR (1 port)	Total of 4 ports	per month	47.98	4	191.90
11	S384AISK9-12418	CISCO 3845 ADVANCED IP SERVICES	per month	49.72	1	49.72
12	NM-1GE	1 Port GE Network Module	per month	5.00	2	10.00
13	NM-IT3/E3	One port T3/E3 network module	per month	5.00	1	5.00
14	VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	per month	5.00	1	5.00
15	GLC-T=	1000BASE-T SFP	per month	5.00	2	10.00
16	CISCO Gbe Switch	Featuring 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	per month	62.33	1	62.33
17	CISCO SMARTNET	24X7X4 for above equipment	per month	12.50	1	12.50
Costs of Installation and Hosting						
18	Analog Line to Router		per month	30.00	1	30.00
19	Cost to install and house Agency Router		per month	20.00	1	20.00
20	Cost to install and house Agency Modem		per month	20.00	1	20.00
21	Cost of Hosting Agency Supplied Block IP Addresses		per month	20.00	1	20.00
					Sub Total-A (items 1-21)	20709.55
					Months in a Year	12
					Sub Total-B	248514.60
22	Disaster Declaration Fee		Once	2645.00	1	2645.00
23	Recovery Daily Usage Charge		Three (3) days	11400.00	1	11400.00
SubTotal B plus items 22 and 23					TOTAL COST	262,559.60

EXHIBIT C –REFERENCE SHEET FOR QUALIFICATIONS

Please provide three references attesting to DRS services provided.

NAME OF BIDDER: _____

Reference No. 1 Name:

Dan Newbraugh

Position: Chief, IRS Disaster Recovery Systems

Address: IRS Martinsburg WV

Telephone Number: (304) 264-5595

Business Name: IRS

Project Description: US Treasury IRS Disaster Recovery

Reference No. 2 Name:

Captain Michael Ryan

Position: Captain, U.S. Coast Guard

Address: Operations Systems Center, Martinsburg, WV

Telephone Number: (703) 346-8017

Business Name: US Coast Guard

Project Description: Operations System Center

ISCP0058- REFERENCE SHEET

Reference No. 3 Name:Dean HallPosition: Associate Executive Assistant, Director/Deputy CIO at FBIAddress: 935 Pennsylvania Avenue, Washington, DCTelephone Number: (202) 324-3894 deh2025@gmail.comBusiness Name: FBIProject Description: Server Consolidation Mapping

Captain Michael P. Ryan
Michael.P.Ryan@uscg.mil
(703) 346-8017

23 March 2014

Gentleman,

It is my pleasure to highlight the exceptional technical acumen, business management and leadership skills that Mr. Jason Watts possesses. He served with distinction at the Coast Guard's premier software development center for over 14 years, and our activities flourished under his seasoned guidance.


Mr. Watts was employed as a senior Information Technology (IT) manager working under a commercial contract at the Operations Systems Center (OSC) during my time in command at the facility. He was an integral technical expert charged with sustaining and advancing our IT capabilities, including coordinating operations at our 12,000 square foot data center and instantiating a premier disaster recovery footprint at an alternate facility. He championed infrastructure and process improvements that greatly enhanced the availability, reliability, and capability of the data center and the systems operated to support Coast Guard operations around the world. Under significant resource pressures, he successfully delivered on technology upgrade projects and achieved superb return on investment results.

As a representative of the government, I cannot provide a direct endorsement for specific opportunities that Mr. Watts may seek, but I am comfortable attesting to his superb technical knowledge, fortitude, and character that I noted throughout his lengthy service at my facility. OSC flourished with the energy and commitment that Mr. Watts fostered among his staff, and I was extremely impressed by his talents and dedication.

Mr. Watts is a superb leader and committed IT professional, and his efforts were invaluable to the overarching success that OSC achieved throughout his employment.

Please feel free to contact me if you require any additional information.

Sincerely,


MICHAEL P. RYAN
Captain, U. S. Coast Guard

Gentleman,

It is my pleasure to provide a reference for you regarding your IT knowledge and capabilities. "Mr. Jake Watts led many different IT Infrastructure evolutions in ensuring that the Coast Guard Data Center in Martinsburg, WV, operated with 99.99% availability. When a shift to Disaster Recovery capability was needed or for test purposes, the evolutions for approximately 56 enterprise operationally critical systems were smooth due to his detailed plans and his equipped, empowered team. I had complete confidence in Mr. Watts leadership, knowledge, execution, integrity, and results, 100% of the time. Additionally, he was a confident communicator to the command staff, duty personnel and me, as the Commanding Officer, who is ultimately responsible for the entire Data Center operations."

Thank you for the opportunity,
JES

Jan Stevens, CAPT
CO, OSC



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

Solicitation

NUMBER

ISCP0058

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

DC Corp
748 Novak Drive
Martinsburg, WV 25405

V
E
N
D
O
R

DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
1900 KANAWHA BLVD. E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV
25305 304-558-5472


S
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P
T
O

DATE PRINTED

03/17/2014

BID OPENING DATE: 03/25/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADDENDUM ISSUED TO PUBLISH AND DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY						
0001	1	LS	920-20	DISASTER RECOVERY SERVICES AGREEMENT		Please see Exhibit B
***** THIS IS THE END OF RFQ ISCP0058 ***** TOTAL:						Please see Exhibit B
SIGNATURE 						
TITLE CEO				FEIN 275059906	TELEPHONE (304) 279-7863	DATE 25 March 2014
ADDRESS CHANGES TO BE NOTED ABOVE						

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

SOLICITATION NUMBER: ISCP0058
 Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum for the WV Office of Technology Disaster Recovery solicitation issued to publish and distribute the attached information to the vendor community.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ISCP0058
Vendor Submitted Questions & Agency Responses
March 13, 2014

1. Would the State of West Virginia's Purchasing Division and Department of Administration's Office of Technology (WVOT) accept a solution providing a physical work site within 500 miles of the Charleston, WV site – supporting all required connectivity access to the physical recovery center, with a physical recovery center site located somewhat beyond the 500 mile threshold specified by the RFQ?

A.1. Our preference is for the work site and recovery center to be in the same location. The 500 miles is an approximate distance. Our goal is to be able to drive to the recovery center in approximately 8 hours.

2. If yes, would you please forward the Excel document for bid purposes which is referenced in the RFQ?

A.2. Vendor may request Excel Pricing Page by emailing: Guy.L.Nisbet @WV.Gov with request and ISCP0058 in the Subject Line..

We sincerely appreciate the opportunity to bid on the RFP for the great state of West Virginia. In our attempt to be clear on the requirements of our Sterling Forest facility, the IBM technical team is requesting additional information/answers to the following questions.

Networking Questions:

3. Customer requests that vendor provide a WS-C3560G-24TS-S switch. Can customer explain what will connect to this switch?

Note: Vendor's LAN infrastructure used to connect all subscription equipment is strictly layer 2. BCRS doesn't allow for any layer 3 activity to take place internal to the LAN infrastructure. If customer requires routing between their VLANs, it will need to be done with a layer 3 device that will be trunked to the BCRS LAN infrastructure. BCRS can provide a layer 3 device for this purpose and customer must provide management for the device. Normally, when customers have a requirement for a switch, it is not used to connect to subscription equipment. It is used for Layer 3/InterVLAN routing.

A.3. Workstations will connect to this switch as well as a connection to the mainframe OSA-A interface.

4. Once BCRS assigns VLANs to customer for their test, do they need to route between VLANs?

A.4. Yes

5. If so, then we can provide a Layer 3 device, such as a 6509, 3750 or a router. Customer needs to inform us as to what they would like to use to their InterVLAN routing.

A.5. Since we have our own Cisco 3845 router (see question 6) this is a moot question. We will use the Cisco 3845 Layer 3 Router to route our VLANs

6. Customer states in RFP that they are looking to establish an IPSEC/GRE tunnel via the internet into the BCRS recovery center. The RFP also states that customer will be shipping a Cisco 3845 router and modem to the recovery center. The router that will be shipped shows a DS3 and DS1 card.

A.6. The cards are for options that may be implemented at a later date.

7. Will customer require other types of WAN connectivity outside of the IPSEC/GRE tunnel?

A.7. No. See A.6. and A.8.

8. If so, please provide details of that WAN connectivity.

Note: Vendor will provide a dedicated dial line for modem that customer will ship to recovery center to dial into router.

Note: Customer will provide configuration and management of both routers, to establish an IPSEC/GRE tunnel from the device that is shipped to the recovery center and the device at their remote site.

A.8. The modem is used for out of band management of any device we ship to the DR site. No other WAN connectivity is required currently. Future requirements may necessitate the activation of the T3 / T1 cards.

Mainframe Questions:

9. What operating system levels are you running?

A.9. z/OS V1R13 and z/VM V6R2

10. Are there any encryption requirements, such as Crypto Express adapters, disk or tape encryption?

A.10. The system recovery tape is not encrypted. Other physical data tapes are encrypted via ISKLM. (ISKLM database is restored from the unencrypted tape.)

11. Do you require secure disk erase such as DOD, Department of Defense, erase?

A.11. Yes

12. Are there any printing requirements, please specify brand, quantity and model?

A.12. No, just a printer that is accessible to our workstations during the test.

13. Will you be bringing any customer owned equipment with you that requires channel connectivity to the mainframe, please specify?

A.13. No.

• Additional RFP Questions:

14. In the RFP, the Pre-Bid meeting will not be held prior to the bid opening. However, the pre-bid meeting is still mentioned in the RFP. IBM is not clear if there will or will not be a pre-bid meeting.

A.14. This is NOT an RFP, this is a RFQ. There was NO Pre-bid scheduled for this solicitation.

15. Concerning the winning of the RFP, will the contract start on April 1, 2014? If not, what date will the contract start?

A.15. We will negotiate a start date upon successful award of the contract.

16. Name of your current disaster recovery provider?

A.16. Our contract with Recovery Point in Gaithersburg, Maryland expired December 15, 2013. We have no current disaster recovery provider.

17. Can we electronically deliver the bid response or does it have to be sent by courier?

A.17 Per the RFQ Section: 6 Bid Submission. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. Email is not acceptable.

18. How many copies do you actually require for the bid response, in addition to the original documents?

A.18. 3 Three if they are larger than 20MB

19. Does the State have a target RTO (Recovery Time Objective) and a target RPO (Recovery Point Objective)?

A.19. Yes, RTO for the base system is within 8 hours of arriving at the recovery site and RTO for the user applications is an additional 8 hours. We identify a target RPO for our agencies upon declaring the disaster.

20. Can we assume tape-based recovery or is replication involved?

A.20. Recovery is tape-based using an empty TS7740. We will be bringing the required tapes with us.

21. Is the 80 hours of test time contiguous (around the clock) or expected to be during normal business hours?

A.21. Test time is contiguous, around the clock.

22. How many applications will be tested yearly and how many will require recovery at time of disaster?

A.22. We test 8 – 10 applications annually, all which require recovery at the time of the disaster.

23. Have you documented your application Tiers? If yes, how much data & storage is required for each?

A.23. We do not Tier our applications on the mainframe.

24. Are there different RTO/RPO objectives per application?

A.24. No, see answer #19.

25. Does the State have a documented continuity plan? Is IT Service Continuity Management (ITSCM) utilized?

A.25. Yes, the continuity plan is documented. No, ITSCM is not utilized.

26. Does the State have Technical Recovery Plans (TRP's) written?

A.26. Yes, recovery plans are written.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0058

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DC Corp

Company

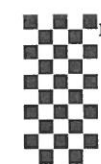
Authorized Signature

25 March 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



**West Virginia
Request for Quote # ISCP0058
Mainframe Disaster Recovery Services
25 March 2014**

Date: 24 March 2014

TO: WV Department of Administration, Purchasing Division

ATTN: Mr. Guy Nisbet

Fax # (304) 558-3970

03/24/14 12:47:12PM

West Virginia Purchasing Division

From: DC Corp, Chuck Asbury, (304) 279-7863

of Pages: ¹⁹~~20~~, including fax cover sheet

Notes:

DC Corp is faxing it's quote, including signature pages and pricing information, but will also deliver a complete original package via courier on 25 March 2014 by 10:30am (UPS Next Day Air).



25 March 2014

State of West Virginia (WV)
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
ATTN: Mr. Guy Nisbet, Fax # 304-558-3970

Request for Quote (RFQ) # ISCP0058, Mainframe Disaster Recovery Services

Mr. Nisbet,

DC Corp, a small business located in Martinsburg, WV, is pleased to submit the enclosed quotation in response to RFQ # ISCP0058, Mainframe Disaster Recovery Services.

DC Corp provides World Class Information Technology Leadership and the first Custom Hybrid Data Facility in the world where the customer is in total control choosing the exact custom deployment to meet their IT needs. Our unique model results in the most flexible, scalable, customized and cost certain approach in the industry. DC Corp is a state-of-the-art data center services company providing wholesale and retail data center colocation, disaster recovery services, secure hosting, and business continuity solutions. DC Corp has a fully-customizable data center space with a conference center and office space resources to meet all technical and operational needs of the WV Office of Technology for this effort.

The leadership at DC Corp has 75 years of combined experience in the data center and information technology field. DC Corp is proud to offer superior support services to the WV Office of Technology. The following individuals will be directly responsible for overseeing the successful implementation and continued monthly support for this project:

Charles E Asbury II – Chief Executive Officer, and Founder. Mr. Asbury Founded DC Corp in 2010 and is the Chief Executive Officer of the company. He brings over fourteen years of experience in the technology and consulting industry. He drives DC Corp through strategic positioning, management, and with a keen instinct to establish the company as a premier custom hybrid data facility for businesses seeking world-class colocation and data center services.

Previous entrepreneurial endeavors included the creation of Clear Solutions, LLC, an IT consulting firm focused to create cost-effective technology solutions that improve quality and expand functionality for small to mid-size companies. Chuck managed the company as President from 2005 to 2010. Chuck has significant experience in managing complex business dealings and has negotiated multi-million dollar



business deals in securities and technology. In addition to his business expertise, he is a highly cleared individual within the Federal government space. Chuck is a graduate of Shepherd University.

Rick Ware – Executive Director of Government Services, Mr. Ware is a leading expert in data center management and operations with more than 37 years of information technology and data center management expertise. His concentration is on shifting data center processes into a cloud-based environment using state-of-the-art technologies, achieving operational efficiencies and reducing overall operational costs.

Prior to DC Corp, Rick worked at Capgemini where he was the Senior Executive-Data Center Management & Operations Expert providing leadership direction and promoted innovation within the information arena. Rick developed data center infrastructure solutions, coordinated programs, project activities and recommended standardized approaches. While at Unisys he was the Executive Director for Data Center Consolidation and Outsourcing for the Unisys Center for Innovation in Government. In June 2008, Rick retired after an exemplary career at the Internal Revenue Service where he was a member of the Senior Executive Service. While at the IRS, Rick had executive leadership and managerial responsibilities for all IRS data centers managing over 1100 employees including approximately 100 managers. His responsibilities spanned across all IRS data centers including 47 different locations balancing the administrative and technical resources necessary to sustain a successful operation while meeting federal regulations and tax processing deadlines. Rick standardized data center operations at the IRS by implementing ITIL based practices within the Service Operations Command Center. Rick also led the IRS through a major data center consolidation effort resulting in substantial cost reduction, optimized spending and a more efficient and effective data center operations environment. While at the IRS, Rick received several prestigious IRS Chief Information Officer (CIO) awards for outstanding Executive Leadership and was the recipient of the Eastern Panhandle Federal Executive of the Year.

Jake Watts – Corporate IT Director, Jake is the IT director of DC Corp focusing on infrastructure services for the data center. He has 24 years of technical, supervisory, and management experience in the data center and information technology field.

For the past 16 years, Jake was employed in the federal government sector as a Senior Project Manager architecting, implementing, and managing mission critical, highly available, data center infrastructure services. Projects included Server/Storage Virtualization/Consolidation, Enterprise Data Protection, Server Standardization with automation and enhanced security/control, Disaster Recovery, Proactive Monitoring with automated response/repair, and Managed Services with remote hands capabilities. Jake is highly cleared within the federal government space and has a Bachelors degree in Applied Mathematics from the State University of New York at Buffalo with a concentration in Computer Science.

DC Corp understands that the period of performance for this contract will be for one year with the option for WV to extend the contract for an additional two (2) years. We also understand that WV intends to



lease the equipment identified in Exhibit A on an annual basis and utilize the services upon declaration of a disaster. DC Corp has established our pricing in Exhibit B and service model in accordance with these specifications.

DC Corp has reviewed and acknowledges receipt of RFQ ISCP0058 and Addendum 1. DC Corp takes no exceptions to any of the terms or conditions stated in the RFQ documents. If awarded the contract, DC Corp will submit monthly invoices in arrears in accordance with the monthly charges identified in Exhibit B, Pricing.

DC Corp has enclosed the "Vendor Registration & Disclosure Statement and Small, Women, & Minority-Owned Business Certification" WV-1 form in order to initiate the vendor registration process in anticipation of contract award.

DC Corp is proud to be located in and employ residents of WV and therefore we certify that DC Corp is eligible for a 5% resident vendor preference.

We look forward to supporting WVOT on this important initiative.

Should you have any questions regarding this quotation, please contact me directly at (304) 279-7863 or via email at Charles.Asbury@dccorpwv.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles Asbury', with a stylized flourish at the end.

Charles Asbury
Chief Executive Officer
748 Novak Drive
Martinsburg, WV 25405
Email:
Charles.Asbury@dccorpwv.com
Cell (304) 279-7863
www.dccorpwv.com



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

Solicitation

NUMBER	PAGE
ISCP0058	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
GUY NISBET	
304-558-2596	

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

DC Corp
748 Novak Drive
Martinsburg, WV 25405

SHIP TO
DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
1900 KANAWHA BLVD. E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV
25305 304-558-5472

DATE PRINTED 02/25/2014		BID OPENING DATE: 03/25/2014		BID OPENING TIME 1:30PM		
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-20		Please see Exhibit B
DISASTER RECOVERY SERVICES AGREEMENT						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY (WVOT) IS SEEKING BIDS TO ESTABLISH AN "OPEN-END" CONTRACT FOR MAINFRAME DISASTER RECOVERY SERVICES, PER THE SPECIFICATIONS AND TERMS & CONDITIONS AS ATTACHED.						
***** THIS IS THE END OF RFQ ISCP0058 ***** TOTAL:						Please see Exhibit B
SIGNATURE		TELEPHONE		DATE		
[Signature]		(304) 279-7863		25 March 2014		
TITLE		FERN		ADDRESS CHANGES TO BE NOTED ABOVE		
CEO		275059906				

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

Exhibit "B" PRICING PAGE FOR ISCP0058

Item	Product	Product Description	Unit of Measure	Price per Unit	Estimated Quantity	Extended Price
1	IBM z-Series Enterprise Server	Capable of a minimum 872 MIPS, utilizing at a minimum 2 CP processors, 1 ZIP, 2 IFLs, 144 GB memory, partitioned using PR/SM into two LPARs; with a dynamic storage area of up to 8000 KB for use on CICS; LPAR1 (z/OS production LPAR), LPAR2 (VM LPAR)	per month	11939.00	1	11939.00
2	Enterprise Storage Server	Configured with 6 TB of usable storage; capable of supporting both 3390-8 and 3390-3 types of full-volume storage; capable of performing, at a minimum, 3500 I/Os per second	per month	4263.00	1	4263.00
3	IBM 3857-V08	TS7740 VTS	per month	958.50	1	958.50
4	IBM 3584-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended-data tape cartridges	per month	1960.20	1	1960.20
5	IBM 3592-E05	IBM TS1120 Tape Drives	per month	83.97	6	383.80
6	IBM 3592 VO slots	Slots for extended-data tape cartridges	per month	0.99	200	191.90
7	PC Workstations	For use as operator consoles and TN3270 sessions	per month	31.98	6	191.90
8	OSA Express 59 Gbe SX (2 ports)	Total of 2 ports	per month	191.90	1	191.90
9	OSA Express 5S 1000 Base-T (2 port)	Total of 4 ports	per month	95.95	2	191.90
10	OSA Express 5S 10 Gbe SR (1 port)	Total of 4 ports	per month	47.68	4	191.90
11	S384AISK8-1241B	CISCO 3845 ADVANCED IP SERVICES	per month	49.72	1	49.72
12	NM-1GE	1 Port GE Network Module	per month	5.00	2	10.00
13	NM-1T3E3	One port T3/E3 network module	per month	5.00	1	5.00
14	VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	per month	5.00	2	10.00
15	GLC-T=	1000BASE-T SFP	per month	5.00	2	10.00
16	CISCO Gbe Switch	Featuring 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	per month	62.33	1	62.33
17	CISCO SMARTNET	24X7X4 for above equipment	per month	12.50	1	12.50
Costs of Installation and Hosting						
18	Analog Line to Router		per month	30.00	1	30.00
19	Cost to install and house Agency Router		per month	20.00	1	20.00
20	Cost to install and house Agency Modem		per month	20.00	1	20.00
21	Cost of Hosting Agency Supplied Block IP Addresses		per month	20.00	1	20.00
					Sub Total-A (Items 1-21)	20709.55
					Months in a Year	12
					Sub Total-B	248514.60
22	Disaster Declaration Fee	Once		2645.00	1	2645.00
23	Recovery Daily Usage Charge	Three (3) days		11400.00	1	11400.00
SubTotal B plus Items 22 and 23					TOTAL COST	262,559.60

ISCP0058- REFERENCE SHEET

EXHIBIT C -REFERENCE SHEET FOR QUALIFICATIONS

Please provide three references attesting to DRS services provided.

NAME OF BIDDER: _____

Reference No. 1 Name:

Dan Newbraugh

Position: Chief, IRS Disaster Recovery Systems

Address: IRS Martinsburg WV

Telephone Number: (304) 264-5595

Business Name: IRS

Project Description: US Treasury IRS Disaster Recovery

Reference No. 2 Name:

Captain Michael Ryan

Position: Captain, U.S. Coast Guard

Address: Operations Systems Center, Martinsburg, WV

Telephone Number: (703) 346-8017

Business Name: US Coast Guard

Project Description: Operations System Center

ISCP0058- REFERENCE SHEET

Reference No. 3 Name:

Dean Hall

Position: Associate Executive Assistant, Director/Deputy CIO at FBI

Address: 935 Pennsylvania Avenue, Washington, DC

Telephone Number: (202) 324-3894 deh2025@gmail.com

Business Name: FBI

Project Description: Server Consolidation Mapping

Rev. 07/12

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,

X

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:

X

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.

X

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.

7.

Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
- 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: DC Corp

Signed: Charles Asbury

Date: 25 March 2014

Title: CEO

RFQ No. ISCP0058

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DC Corp
Authorized Signature: [Signature] Charles Asbury Date: 25 March 2014

State of West Virginia

County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 24th day of March, 2014.

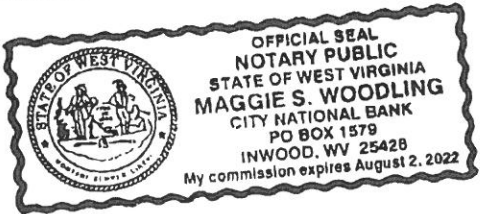
My Commission expires August 2, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

DC Corp
(Company)

(Authorized Signature)

Charles Asbury, CEO
(Representative Name, Title)

(304) 279-7863
(Phone Number)

(Fax Number)

25 March 2014
(Date)

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(Check the box next to each addendum received)

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DC Corp

Company

Charles Asbury

Authorized Signature

25 March 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing



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

Solicitation

NUMBER
ISCP0058

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET
304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE


DC Corp
748 Novak Drive
Martinsburg, WV 25405

DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
1900 KANAWHA BLVD. E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV
25305 304-558-5472

DATE PRINTED
03/17/2014

BID OPENING TIME 1:30PM

BID OPENING DATE: 03/25/2014

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADDENDUM ISSUED TO PUBLISH AND DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY						
0001	1	LS		920-20		Please see Exhibit B
DISASTER RECOVERY SERVICES AGREEMENT						
***** THIS IS THE END OF RFQ ISCP0058 ***** TOTAL:						Please see Exhibit B
SIGNATURE 						
TITLE CEO				FERN 275059906		TELEPHONE (304) 279-7863
DATE 25 March 2014						ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0058

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DC Corp

Company


Authorized Signature
25 March 2014

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

WV-1
REV. 08/03/12

☒ New ☐ Update

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$1,000 are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a \$125.00 annual fee. Payment of the annual fee includes access to the weekly *West Virginia Purchasing Bulletin* that advertises purchases expected to exceed \$25,000 which is available online at <http://www.state.wv.us/admin/purchase/newbul.htm>. Please complete this form in its ENTIRETY and return it with a check or money order made payable to the STATE OF WEST VIRGINIA in the amount of \$125.00. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the *Vendor Code of Conduct* available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to *West Virginia Code of State Rules* §148-1-6.1.7. If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual DC Corp

Bidding Address 748 Novak Drive

City/State/Zip Martinsburg WV 25405

Contact Person Charles Asbury

Telephone Number (304)279-7863

Fax Number (888) 479-3443

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

2. Vendor Classified As:

- ☐ Individual
☐ Sole Proprietor
☐ Non-Profit Organization
☒ Corporation
☐ Governmental Entity

- ☐ Estate/Trust
☐ Partnership
☐ Limited Liability Company (LLC)
 [Enter tax classification: D=Disregarded Entity; C=Corporation; P=Partnership] ____
☐ Other (Explain) _____

3. If you have a Federal Employer's Identification Number, enter it. All partnerships, corporations, or companies with employees must have a FEIN.

2 7 5 0 5 9 9 0 6 FEIN

If you do not have a FEIN, please enter Social Security Number below.

SSN

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the *West Virginia Code of State Rules* §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with *West Virginia Code* §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states.

Certification of Status (Check all those which apply)

- ☐ **Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- ☐ **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- ☐ **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- ☐ **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- ☒ **Small Business [2]** means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- ☐ **Women-owned Business [3]** means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- ☐ Disabled Small Business Ownership [4]
- ☐ Veteran Small Business Ownership [5]

5. Are you registering as a new vendor with the Purchasing Division?

☐ No ☒ Yes

6. Are you updating the information previously submitted?

☒ No ☐ Yes

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

7. Are you completing this form to register a branch/division/subsidiary? ☒ No ☐ Yes
If yes, please list the parent company's name, address, and FEIN.

Company Name: _____

Address: _____

FEIN: _____

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name

Street Address, City, and State

N/A _____

9. List the name, title, city and state of residence for all owners/officers.

If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
Charles Asbury	CEO	Gerrardstown, WV

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: _____

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

UNITED BANK INC (304)262-4976

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

11. What is the latest Dun & Bradstreet number and rating on the vendor (if available)? 071234743

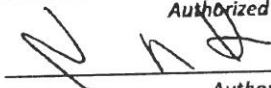
12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. ☒ No ☐ Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Charles Asbury

Authorized Agent of Vendor (Print Name)



Authorized Agent (Signature)

CEO

Title

25 March 2014

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

To view a High Resolution & Color copy of this fax:

1. Go to www.hellofax.com/HighRes

2. Enter Access Code:

a8936232c3



**West Virginia
Request for Quote # ISCP0058
Mainframe Disaster Recovery Services
25 March 2014**

Date: 24 March 2014

TO: WV Department of Administration, Purchasing Division

ATTN: Mr. Guy Nisbet

Fax # (304) 558-3970

From: DC Corp, Chuck Asbury, (304) 279-7863

of Pages: ¹⁹~~20~~, including fax cover sheet

Notes:

DC Corp is faxing it's quote, including signature pages and pricing information, but will also deliver a complete original package via courier on 25 March 2014 by 10:30am (UPS Next Day Air).



25 March 2014

State of West Virginia (WV)
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
ATTN: Mr. Guy Nisbet, Fax # 304-558-3970

Request for Quote (RFQ) # ISCP0058, Mainframe Disaster Recovery Services

Mr. Nisbet,

DC Corp, a small business located in Martinsburg, WV, is pleased to submit the enclosed quotation in response to RFQ # ISCP0058, Mainframe Disaster Recovery Services.

DC Corp provides World Class Information Technology Leadership and the first Custom Hybrid Data Facility in the world where the customer is in total control choosing the exact custom deployment to meet their IT needs. Our unique model results in the most flexible, scalable, customized and cost certain approach in the industry. DC Corp is a state-of-the-art data center services company providing wholesale and retail data center colocation, disaster recovery services, secure hosting, and business continuity solutions. DC Corp has a fully-customizable data center space with a conference center and office space resources to meet all technical and operational needs of the WV Office of Technology for this effort.

The leadership at DC Corp has 75 years of combined experience in the data center and information technology field. DC Corp is proud to offer superior support services to the WV Office of Technology. The following individuals will be directly responsible for overseeing the successful implementation and continued monthly support for this project:

Charles E Asbury II – *Chief Executive Officer, and Founder. Mr. Asbury Founded DC Corp in 2010 and is the Chief Executive Officer of the company. He brings over fourteen years of experience in the technology and consulting industry. He drives DC Corp through strategic positioning, management, and with a keen instinct to establish the company as a premier custom hybrid data facility for businesses seeking world-class colocation and data center services.*

Previous entrepreneurial endeavors included the creation of Clear Solutions, LLC, an IT consulting firm focused to create cost-effective technology solutions that improve quality and expand functionality for small to mid-size companies. Chuck managed the company as President from 2005 to 2010. Chuck has significant experience in managing complex business dealings and has negotiated multi-million dollar



business deals in securities and technology. In addition to his business expertise, he is a highly cleared individual within the Federal government space. Chuck is a graduate of Shepherd University.

Rick Ware – Executive Director of Government Services, Mr. Ware is a leading expert in data center management and operations with more than 37 years of information technology and data center management expertise. His concentration is on shifting data center processes into a cloud-based environment using state-of-the-art technologies, achieving operational efficiencies and reducing overall operational costs.

Prior to DC Corp, Rick worked at Capgemini where he was the Senior Executive-Data Center Management & Operations Expert providing leadership direction and promoted innovation within the information arena. Rick developed data center infrastructure solutions, coordinated programs, project activities and recommended standardized approaches. While at Unisys he was the Executive Director for Data Center Consolidation and Outsourcing for the Unisys Center for Innovation in Government. In June 2008, Rick retired after an exemplary career at the Internal Revenue Service where he was a member of the Senior Executive Service. While at the IRS, Rick had executive leadership and managerial responsibilities for all IRS data centers managing over 1100 employees including approximately 100 managers. His responsibilities spanned across all IRS data centers including 47 different locations balancing the administrative and technical resources necessary to sustain a successful operation while meeting federal regulations and tax processing deadlines. Rick standardized data center operations at the IRS by implementing ITIL based practices within the Service Operations Command Center. Rick also led the IRS through a major data center consolidation effort resulting in substantial cost reduction, optimized spending and a more efficient and effective data center operations environment. While at the IRS, Rick received several prestigious IRS Chief Information Officer (CIO) awards for outstanding Executive Leadership and was the recipient of the Eastern Panhandle Federal Executive of the Year.

Jake Watts – Corporate IT Director, Jake is the IT director of DC Corp focusing on infrastructure services for the data center. He has 24 years of technical, supervisory, and management experience in the data center and information technology field.

For the past 16 years, Jake was employed in the federal government sector as a Senior Project Manager architecting, implementing, and managing mission critical, highly available, data center infrastructure services. Projects included Server/Storage Virtualization/Consolidation, Enterprise Data Protection, Server Standardization with automation and enhanced security/control, Disaster Recovery, Proactive Monitoring with automated response/repair, and Managed Services with remote hands capabilities. Jake is highly cleared within the federal government space and has a Bachelors degree in Applied Mathematics from the State University of New York at Buffalo with a concentration in Computer Science.

DC Corp understands that the period of performance for this contract will be for one year with the option for WV to extend the contract for an additional two (2) years. We also understand that WV intends to



lease the equipment identified in Exhibit A on an annual basis and utilize the services upon declaration of a disaster. DC Corp has established our pricing in Exhibit B and service model in accordance with these specifications.

DC Corp has reviewed and acknowledges receipt of RFQ ISCP0058 and Addendum 1. DC Corp takes no exceptions to any of the terms or conditions stated in the RFQ documents. If awarded the contract, DC Corp will submit monthly invoices in arrears in accordance with the monthly charges identified in Exhibit B, Pricing.

DC Corp has enclosed the "Vendor Registration & Disclosure Statement and Small, Women, & Minority-Owned Business Certification" WV-1 form in order to initiate the vendor registration process in anticipation of contract award.

DC Corp is proud to be located in and employ residents of WV and therefore we certify that DC Corp is eligible for a 5% resident vendor preference.

We look forward to supporting WVOT on this important initiative.

Should you have any questions regarding this quotation, please contact me directly at (304) 279-7863 or via email at Charles.Asbury@dccorpwv.com.

Sincerely,

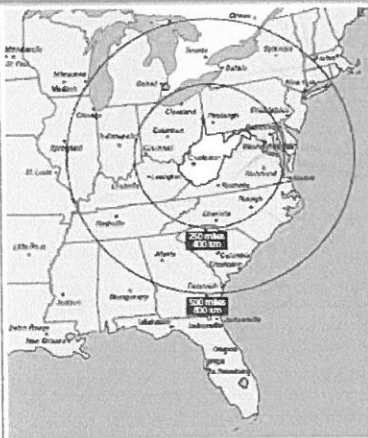
Charles Asbury
Chief Executive Officer
748 Novak Drive
Martinsburg, WV 25405
Email:
Charles.Asbury@dccorpwv.com
Cell (304) 279-7863
www.dccorpwv.com

**DELIVERING
SECURE - RELIABLE - TRUSTED
DATA CENTER SPACE**



**Martinsburg, WV
Facility Specifications**

- **State-of-the-art data center** providing colocation, disaster recovery, secure hosting, and business continuity solutions and services in the Eastern Panhandle of West Virginia.
- **Fully-customizable data center space** with a conference center and office space resources to meet all operational needs of Federal and Commercial clients.
- **Lowest power costs per kW** in the region allows DC Corp to pass this savings on to our customers and support a substantial and recurring cost reduction.
- **Uniquely located** in a low risk of natural disaster area with convenient access from New York, Pennsylvania, Maryland, Virginia and Washington DC.



**Strategically located
within 90 minutes of
Washington DC in
the Panhandle of
West Virginia**

Capacity

180,000 Sq Ft Data Center
SSAE 16 Accreditation Planned
FISMA, HIPAA, PCI, & SOX Compliant
50,000 Gallons On-Site Fuel Storage

120,000 Sq Ft Data Floor Space
11,000 Sq Ft Dedicated Office Space
24x7x365 Staffed Remote Hands Support
Wholesale and Retail Colocation Options

Power / Cooling

Dual Commercial Power Feeds
3 MW Power Available (Phase 1)
Multiple Diesel Generators

Multiple 750 KVA UPS with N+1 Redundancy
Flexible and Redundant HVAC
Lightning Protection System

Office Space

Dedicated Offices
Dedicated Seats
Customizable Layout Options

Dedicated Telephone and Network Connections
Dedicated Conference Rooms
Scalable to Fit Business Needs

Colocation / Disaster Recovery

Standard, Monitored and Managed Colocation services available
Dual Cisco powered network routers
Secure Cages with Custom Layout
42U Cabinets Available



www.dccorpwv.com

Phone: 888.479.3443

Email: sales@dccorpwv.com



The DC Corp Difference

Custom Hybrid Data Facility allows the customer to design and configure their space to meet their needs

Private modules built as a Data Center within a Data Center

Redundant commercial power feeds from two separate local power grids

Isolated dual power feeds and separate PDU's for each module

Vendor neutral facility allows the customer to use existing vendor support and staffing contracts

Redundant Cooling options available to support high-density needs

Separately zoned fire detection and pre-action dry pipe fire suppression

Independent monitoring options provide real-time data on equipment operations for each space

Armed security personnel 24 hours a day, 7 days a week, 365 days a year

Security system, video surveillance and independent multi-level access controls available throughout the facility and within each module

CUSTOM HYBRID DATA FACILITY CONCEPT

DC Corp provides the first Custom Hybrid Data Facility in the world where the customer is in total control choosing the exact custom deployment to meet their IT needs. Our unique model results in the most flexible, scalable, customized and cost-certain approach in the industry.

We are a vendor neutral company placing our customer's needs above all else. DC Corp meets those needs by creating a custom solution designed for the customer taking into account every detail from mechanical and electrical engineering, data facility construction, commissioning, and a variety of staffing and support options.

The result allows for direct, built-to-order environments where tenants not only obtain exactly what they currently need and want, but also allows for expansion in the future.

Each modular data center within DC Corp's Martinsburg One Facility is engineered to the client's precise requirements – as opposed to a **"one size fits all"** mentality that runs up costs and delivers less than ideal outcomes.

DC Corp offers customized expansion opportunities by providing scalable space, power and cooling solutions for any deployment, thus **"future proofing"** your custom hybrid data facility solution.

DC Corp offers complete flexibility to our customers by allowing them to fully or partially staff their platforms themselves as well as choose any vendor to do any portion of the work from infrastructure and installations to configuration and services.

At DC Corp – It's your choice.

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

Exhibit "B" PRICING PAGE FOR ISCP0058

Item	Product	Product Description	Unit of Measure	Price per Unit	Estimated Quantity	Extended Price
1	IBM z-Series Enterprise Server	Capable of a minimum 872 MIPS, utilizing at a minimum 2 CP processors, 1 ZIIP, 2 IFLs, 144 GB memory, partitioned using PR/SM into two LPARs; with a dynamic storage area of up to 8000 KB for use on CICS; LPAR1 (z/OS production LPAR), LPAR2 (VM LPAR)	per month	11939.00	1	11939.00
2	Enterprise Storage Server	Configured with 6 TB of usable storage; capable of supporting both3390-9 and 3390-3 types of full-volume storage; capable of performing, at a minimum, 3500 I/Os per second	per month	4263.00	1	4263.00
3	IBM 3957-V06	TS7740 VTS	per month	959.50	1	959.50
4	IBM 3584-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended-data tape cartridges	per month	1960.20	1	1960.20
5	IBM 3592-E05	IBM TS1120 Tape Drives	per month	63.97	6	383.80
6	IBM 3592 I/O slots	Slots for extended-data tape cartridges	per month	0.96	200	191.90
7	PC Workstations	For use as operator consoles and TN3270 sessions	per month	31.98	6	191.90
8	OSA Express 5S Gbe SX (2 ports)	Total of 2 ports	per month	191.90	1	191.90
9	OSA Express 5S 1000 Base-T (2 port)	Total of 4 ports	per month	95.95	2	191.90
10	OSA Express 5S 10 Gbe SR (1 port)	Total of 4 ports	per month	47.98	4	191.90
11	S384AISK9-12418	CISCO 3845 ADVANCED IP SERVICES	per month	49.72	1	49.72
12	NM-1GE	1 Port GE Network Module	per month	5.00	2	10.00
13	NM-1T3/E3	One port T3/E3 network module	per month	5.00	1	5.00
14	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	per month	5.00	1	5.00
15	GLC-T=	1000BASE-T SFP	per month	5.00	2	10.00
16	CISCO Gbe Switch	Featuring 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	per month	62.33	1	62.33
17	CISCO SMARTNET	24X7X4 for above equipment	per month	12.50	1	12.50
Costs of Installation and Hosting						
18	Analog Line to Router		per month	30.00	1	30.00
19	Cost to install and house Agency Router		per month	20.00	1	20.00
20	Cost to install and house Agency Modem		per month	20.00	1	20.00
21	Cost of Hosting Agency Supplied Block IP Addresses		per month	20.00	1	20.00
					Sub Total-A (items 1-21)	20709.55
					Months in a Year	12
					Sub Total-B	248514.60
22	Disaster Declaration Fee		Once	2645.00	1	2645.00
23	Recovery Daily Usage Charge		Three (3) days	11400.00	1	11400.00
SubTotal B plus items 22 and 23					TOTAL COST	262,559.60

EXHIBIT C –REFERENCE SHEET FOR QUALIFICATIONS

Please provide three references attesting to DRS services provided.

NAME OF BIDDER: _____

Reference No. 1 Name:

Dan Newbraugh

Position: Chief, IRS Disaster Recovery Systems

Address: IRS Martinsburg WV

Telephone Number: (304) 264-5595

Business Name: IRS

Project Description: US Treasury IRS Disaster Recovery

Reference No. 2 Name:

Captain Michael Ryan

Position: Captain, U.S. Coast Guard

Address: Operations Systems Center, Martinsburg, WV

Telephone Number: (703) 346-8017

Business Name: US Coast Guard

Project Description: Operations System Center

ISCP0058- REFERENCE SHEET

Reference No. 3 Name:

Dean Hall

Position: Associate Executive Assistant, Director/Deputy CIO at FBI

Address: 935 Pennsylvania Avenue, Washington, DC

Telephone Number: (202) 324-3894 deh2025@gmail.com

Business Name: FBI

Project Description: Server Consolidation Mapping

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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: DC Corp Signed: Charles Asbury
 Date: 25 March 2014 Title: CEO

RFQ No. ISCP0058STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

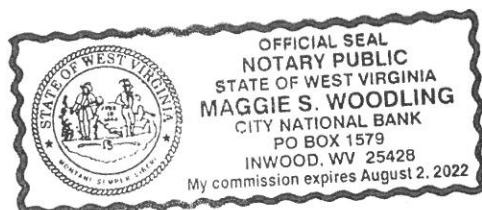
WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: DC CorpAuthorized Signature: [Signature] Charles Asbury Date: 25 March 2014State of West VirginiaCounty of Berkeley, to-wit:Taken, subscribed, and sworn to before me this 24th day of March, 2014.My Commission expires August 2, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

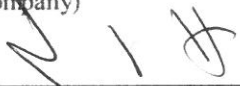
Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

DC Corp
(Company)


(Authorized Signature)

Charles Asbury, CEO
(Representative Name, Title)

(304) 279-7863
(Phone Number) (Fax Number)

25 March 2014
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0058

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="checked" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DC Corp

Company

Charles Asbury

Authorized Signature

25 March 2014

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



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

Solicitation

NUMBER
ISCP0058

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-2596

RFQ COPY
TYPE NAME/ADDRESS HERE

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DC Corp
748 Novak Drive
Martinsburg, WV 25405

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DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
1900 KANAWHA BLVD. E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV
25305 304-558-5472

DATE PRINTED
03/17/2014

BID OPENING DATE: 03/25/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADDENDUM ISSUED TO PUBLISH AND DISTRIBUTE THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY						
0001	1	LS		920-20		Please see Exhibit B
DISASTER RECOVERY SERVICES AGREEMENT						
***** THIS IS THE END OF RFQ ISCP0058 ***** TOTAL:						Please see Exhibit B

SIGNATURE	TELEPHONE	DATE
	(304) 279-7863	25 March 2014
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CEO	275059906	

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0058

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
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I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DC Corp

Company

Authorized Signature

25 March 2014

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$1,000 are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes access to the weekly **West Virginia Purchasing Bulletin** that advertises purchases expected to exceed \$25,000 which is available online at <http://www.state.wv.us/admin/purchase/newbul.htm>. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code** §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at <http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf>.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in **West Virginia Code** §5A-3-12, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to **West Virginia Code of State Rules** §148-1-6.1.7. If you have any questions concerning this Vendor Registration and Disclosure Statement, please contact the Purchasing Division at (304) 558-2311.

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual DC Corp
Bidding Address 748 Novak Drive

City/State/Zip Martinsburg WV 25405
Contact Person Charles Asbury
Telephone Number (304)279-7863 Fax Number (888) 479-3443

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

2. Vendor Classified As:

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Estate/Trust |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input checked="" type="checkbox"/> Corporation | [Enter tax classification: D=Disregarded Entity; C=Corporation; P=Partnership] ____ |
| <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Other (Explain) _____ |

3. If you have a Federal Employer's Identification Number, enter it. All partnerships, corporations, or companies with employees must have a FEIN.

2 7 5 0 5 9 9 0 6 FEIN

If you do not have a FEIN, please enter Social Security Number below.

SSN

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states.

Certification of Status (Check all those which apply)

- ☐ **Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A "minority individual" means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- ☐ **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- ☐ **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- ☐ **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- ☒ **Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- ☐ **Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- ☐ Disabled Small Business Ownership [4]
- ☐ Veteran Small Business Ownership [5]

5. Are you registering as a new vendor with the Purchasing Division? ☐ No ☒ Yes

6. Are you updating the information previously submitted? ☒ No ☐ Yes

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

7. Are you completing this form to register a branch/division/subsidiary? ☒ No ☐ Yes
If yes, please list the parent company's name, address, and FEIN.

Company Name: _____

Address: _____

FEIN: _____

8. Has the vendor done business under another name? If so, list the name and address under which the business was conducted.

Name

Street Address, City, and State

N/A

9. List the name, title, city and state of residence for all owners/officers.

If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name

Position

City and State of Residence

Charles Asbury

CEO

Gerrardstown, WV

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: _____

10. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

UNITED BANK INC (304)262-4976

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-,
AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

11. What is the latest Dun & Bradstreet number and rating on the vendor (if available)? 071234743

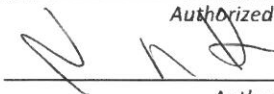
12. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. ☒ No ☐ Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with **West Virginia Code §5A-3-12(e)**.

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Charles Asbury

Authorized Agent of Vendor (Print Name)



Authorized Agent (Signature)

CEO

Title

25 March 2014

Date

**PURCHASING DIVISION
USE ONLY**

Vendor ID: _____

Check No. : _____

Memo No. : _____

Date: _____

Entered by: _____

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**,

X 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:

X 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:

X 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: DC Corp

Signed: [Signature] Charles Asbury

Date: 25 March 2014

Title: CEO

RFQ No. ISCP0058STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

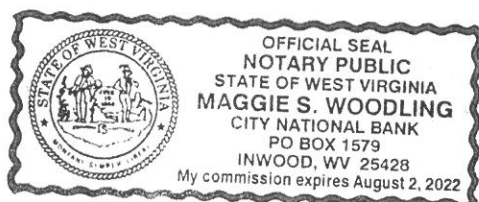
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: DG CorpAuthorized Signature: [Signature] Charles Asbury Date: 25 March 2014State of West VirginiaCounty of Berkeley, to-wit:Taken, subscribed, and sworn to before me this 24th day of March, 2014.My Commission expires August 2, 2022**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature]

Purchasing Affidavit (Revised 07/01/2012)



CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

DC Corp
(Company)


(Authorized Signature)

Charles Asbury, CEO
(Representative Name, Title)

(304) 279-7863
(Phone Number) (Fax Number)

25 March 2014
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISCP0058

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DC Corp

Company

Charles Asbury

Authorized Signature

25 March 2014

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.