

From the

**DATA CENTER**

to the **DESKTOP**

**West Virginia Department of  
Administration**

RFQ ISCP0112 for a Data Storage System

Due: June 10, 2014

06/09/14 09:46:18AM  
West Virginia Purchasing Division

**IMPROVE SERVICE. MANAGE COST. REDUCE RISK.**



June 10, 2014

Guy Nesbit  
West Virginia Department of Administration  
Building 6, Room B110  
1900 Kanawha Blvd  
Charleston, WV 25305

Dear Guy:

Attached, please find the Mainline Information Systems, Inc. proposal for a Data Storage System in response to the RFQ ISCP0112. Mainline is an authorized IBM Premier Business Partner in good standing, and has been providing quality IBM products and services with the highest degree of customer service available for over two decades.

This proposal demonstrates our continued commitment to a successful, long-term relationship with the West Virginia Department of Administration. We have attached a compliance statement which proposes minor modifications to certain terms and conditions contained in the Bid. Mainline's offer is valid for 30 days.

In order to comply with the State's requirement for 48-month Maintenance, Mainline has proposed an "alternate bid model" number for several line items on Exhibit A. Please see the note on Exhibit A for further clarification.

Thank you for considering the attached proposal to meet your technology needs. I look forward to discussing the elements of this proposal with you in detail. Please feel free to contact me for any additional information.

Sincerely,

*Dan DiCio*

Dan DiCio  
Account Executive  
Mainline Information Systems, Inc.  
Phone: 412.220.2340  
Email: Dan.DiCio@mainline.com

# West Virginia Department of Administration

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RFQ ISCP0112 for Data Storage System

**Due Date:** June 10, 2014

**Prepared For:**

Guy Nesbit  
West Virginia Department of Administration  
Building 6, Room B110  
1900 Kanawha Blvd  
Charleston, WV 25305

**Presented By:**

Dan DiCio  
Account Executive  
Mainline Information Systems, Inc.  
412.220.2340  
Dan.DiCio@mainline.com

# Mainline: Helping IT Put IT Together

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## Mainline's Expertise and Experience

With deep experience and expertise, Mainline understands the pressures facing IT executives — the various systems and requirements, as well as the need to reduce costs yet support increasing amounts of data. Mainline has experience working with organizations of all sizes to enhance business performance through technology.

The professionals at Mainline take time to understand each individual business's objectives, exploring the existing infrastructure, client pain points, and expectations as well as focusing on the processes underpinning the organization.

Mainline experts hold more than 800 technical certifications across the entire Mainline solution portfolio — servers, storage, software and services. From the statement of work to implementation and support services, Mainline helps transform core business processes for long-term success. Mainline solution teams are described by clients as reliable, responsive and knowledgeable and have achieved a 98 percent overall customer satisfaction rating on surveys completed within a month of client engagements.

## Portfolio of Solutions

### IT Infrastructure

#### Servers (HP and IBM)

- Mainframe
- Power
- x86
- Blades
- Pure Systems

#### Services

- Professional IT Staffing
- Managed Services
- Infrastructure Services
- Consulting Services

#### Software

- Tivoli/StoreOnce
- Information Management
- WebSphere
- Rational
- Cognos
- Lotus
- Security & Risk Mitigation
- Business Intelligence

#### Solutions

- Business Analytics
- Networking – IP, WAN & SAN
- Virtualization
- Business Continuity
- Security & Risk Management

#### Data Management

- Disk - DS, XIV, P4000, 3PAR
- Infrastructure – SAN, SVC
- Data Protection – Tape, Virtual Tape
- NAS – NetApps, nSeries, HDS

## Partners

- 10ZiG Technology
- Actifio
- Adaptive Solutions
- Arrow ECG
- Avere Systems
- Baseline Data Services, LLC
- Brocade
- Centrifly Corp.
- Chiliad, Inc.
- DecisionOne
- Egenera
- Emulex
- Enterasys Networks

- Extreme Networks
- Fusion-io
- GT Software
- Hitachi Data Systems
- HP
- IBM
- iOLAP
- Intel
- Iron Mountain
- LG Electronics
- Looksoftware
- McAfee
- Meru Networks

- Nasuni Corporation
- NetApp
- PKWARE
- ProSource Solutions
- QLogic
- Red Hat
- SUSE
- SYNnex Corporation
- Teradici
- Veeam
- Tech Data
- VMware

## *Featured Solutions from Mainline:*

### Business Analytics

Business analytics solutions allow companies to gather, store, access and analyze corporate data to aid in decision-making. Mainline has joined forces with the top business analytics partners, including IBM, to acquire and deploy the finest analytical solutions on the market today. In addition, Mainline has grown its analytics practice with the acquisition of Software By Design, an industry expert in business analytics solutions. Mainline has expertise in financial performance management, big data, social analytics and mobile analytics – all designed to provide you with a competitive edge.

### Storage Optimization and Business Continuity

Ensuring that your data is available and secure during normal working conditions and in time of adversity is critical to your business. To start, Mainline can help you maximize existing storage capacity, improve tiering, consolidate storage hardware and improve performance.

In addition, Mainline offers a variety of business continuity technology and services that include high availability, risk management, planning, emergency equipment replacement, implementation and recovery. We provide services, resources and technology to help businesses prepare for and respond to downtime, whether planned or unplanned.

### Services and Support

Mainline has a robust services offering that includes managed services and support, staffing solutions, infrastructure services and consulting services. Our managed services offerings are designed to augment and/or limit the need for IT staff to handle the day-to-day operations of the data center, including the management of hardware and software maintenance and licensing. Using a unique framework, we are able to provide a range of IT managed services to keep your systems, servers, and network infrastructure up and running, and your people and business productive.

Mainline's services team also offers staffing solutions for short- and long-term IT needs. Our highly skilled professionals can help you meet that delivery deadline or consult you on an upcoming project.

Whether you need a consultant to help you identify changes that need to be made; you need professionals to work alongside you on a technology project; or you would like to give the responsibility for your technology to a trusted provider, Mainline can help.

### Virtualization

Mainline's team of IT professionals has proven experience implementing large scale virtualization solutions in a broad range of platform, application and vertical environments.

Distinct from other providers, we offer technical expertise and leadership resources in ALL the environments — servers, storage and desktop. We've assembled the widest portfolio of products and services in the industry to make your journey through virtualization a successful reality.

## Networking and Security

Mainline has teamed with leading suppliers of networking technology, including Cisco, Brocade and others, to offer complete network solutions. Our networking engineers have expertise in designing and implementing solutions around network systems, data center, availability, branch office and unified communications.

Mainline is one of the few solution providers that can provide an end-to-end, layered security solution — one that protects your assets from threats of all sizes and shapes. For your physical security needs, Mainline's video surveillance solution is a high definition camera-based solution that can be networked into your existing IT infrastructure. Mainline's team can integrate everything a system needs to enable secure, anywhere, anytime communications across the business.

## Discovery Workshop

Mainline's Discovery Workshop is a one-day workshop that aims to align your IT processes with your business needs. The process start with a 14-point inspection covering a broad range of topics, including hardware, system software, applications, IT processes and finance. The goal is to determine where your organization is today with respect to these topics and where you'd like it to be tomorrow and then to outline the road map to help you make the journey. At the conclusion of the workshop, you will have the opportunity to identify the areas that are most relevant, and Mainline will continue to work with you over a 12-to-24-month period to ensure that the identified goals are met. Ultimately, this will ensure that IT is delivering value where it is needed most.

The purpose of this workshop is not to give you specific hardware, software or service recommendations. Rather, it is to provide you with a broad perspective of the alignment of your IT organization to your lines of business. This is crucial for quickly analyzing the impact of proposed changes and prioritizing projects that drive the most value to the business.

## Awards

IBM Beacon Award	IBM BP Excellence Award	IBM Cloud Builder Certification
IBM Power Systems Specialty Elite Certification	IBM Software Value Plus	IBM System Storage Specialty Elite Certification
IBM System x Specialty Elite Certification	HP Virtualization Elite Partner	VMware Technical Achievement Award
VMware Desktop Virtualization Partner of the Year	Red Hat North American Partner of the Year	Cisco's Customer Satisfaction Excellence Distinction
CRN's List of Tech Elite 250		

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## Pricing

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This Section, beginning on the following page, contains the following documents:

1. Signed RFQ; 1 Page
2. Exhibit A; 2 Pages





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

# Solicitation

NUMBER
ISCP0112

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Mainline Information Systems, Inc  
 1700 Summit Lake Dr.  
 Tallahassee, FL 32317

SHIP TO

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

DATE PRINTED
05/14/2014

BID OPENING DATE: 06/10/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		939-21	See Attached	Exhibit A
DASD FOR DATA CENTER  REQUEST FOR QUOTATION (RFQ)  THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS FROM QUALIFIED VENDOR'S TO ESTABLISH A CONTRACT FOR THE "ONE-TIME" PURCHASE OF A DATA STORAGE SYSTEM PER THE ATTACHED TERMS & CONDITIONS AND SPECIFICATIONS						
***** THIS IS THE END OF RFQ ISCP0112 ***** TOTAL:						\$ 288,082.11*
*The Total pricing for Mainline's bid includes all hardware in Exhibit A, as well as the services provided in the attached Statement of Work.						

SIGNATURE	TELEPHONE	DATE
	850-219-5000	June 6, 2014
TITLE	FEIN	
Chief Financial Officer	59-2960721	

ADDRESS CHANGES TO BE NOTED ABOVE

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

## ISCP0112

## Data Storage System

"All Items will have manufactures 48 month Warranty"

Exhibit "A"

Item	Part Number	Description	Alternat Bid Brand	Alternate Bid Model	Unit of Measure	Unit Cost	Quantity	Extended Cost
1	2423-961 or Equal	IBM System Storage DS8870 OR EQUAL	IBM	2424-961*	each	12962.59	1	12962.59
2	1051 or Equal	Battery Assembly OR EQUAL			each	2657.76	2	5315.52
3	1055 or Equal	Extended PLD OR EQUAL			each	1233.96	1	1233.96
4	1082 or Equal	Three phase delta, 200-240V, 60A, 4-pin connector OR EQUAL			each	1107.40	1	1107.40
5	1120 or Equal	Management Console - English Laptop Internal OR EQUAL			each	1582.00	1	1582.00
6	1241 or Equal	HD disk enclosure pair OR EQUAL			each	3164.00	2	6328.00
7	1246 or Equal	HD Disk Drive Cable Group 1 OR EQUAL			each	1107.40	1	1107.40
8	1301 or Equal	I/O Enclosure Pair PCIE OR EQUAL			each	1977.50	2	3955.00
9	1321 or Equal	PCI-E Cable Group 2 OR EQUAL			each	648.62	1	648.62
10	1420 or Equal	9 um Fiber Cable (LC) OR EQUAL			each	15.82	8	126.56
11	1733 or Equal	DS8000 LMC R7.3 OR EQUAL	IBM	FC1734 DS8000 LMC R7.3*	each	6328.00	1	6328.00
12	1750 or Equal	Encrypted drive activation indicator OR EQUAL			each	0.00	1	0.00
13	3053 or Equal	Device Adapter Pair I OR EQUAL			each	2373.00	1	2373.00
14	3253 or Equal	8 GB 4 port LW FCP/FICON Adapter PCIE OR EQUAL			each	6090.70	2	12181.40
15	4313 or Equal	64 GB Processor memory (4-core only) OR EQUAL			each	15820.00	1	15820.00

ISCP0112

Data Storage System

"All Items will have manufactures 48 month Warranty"

Exhibit "A"

Item	Part Number	Description	Alternat Bid Brand	Alternate Bid Model	Quantity	Unit Cost	Quantity	Extended Cost	
16	4412 or Equal	4-core P7+ Processor indicator OR EQUAL			each	14175.51	1	14175.51	
17	5108 or Equal	146 GB 15,000 rpm FDE disk drive set OR EQUAL			each	8977.06	3	26931.18	
18	5308 or Equal	300 GB 15,000 rpm FDE disk drive set OR EQUAL			each	17121.19	3	51363.57	
19	7031-3 or Equal	OEL - 22 TB OR EQUAL			each	0.00	1	0.00	
20	7251-3 or Equal	PTC - 22 TB OR EQUAL			each	0.00	1	0.00	
21	7821-3 or Equal	PAV - 22 TB OR EQUAL			each	0.00	1	0.00	
22	2399-LFA or Equal	DS8000 Function Authorization OR EQUAL			each	0.00	1	0.00	
23	7053-54 or Equal	OEL - 35 Value Unit (22TB Raw) OR EQUAL			each	21868.00	1	21868.00	
24	7091 or Equal	FICON indicator OR EQUAL			each	3080.00	1	3080.00	
25	7092 or Equal	High Performance FICON for System Z OR EQUAL			each	1540.00	1	1540.00	
26	7251-3 or Equal	PTC - 44 TB indicator OR EQUAL	IBM	PTC - 22 TB indicator*	each	37807.00	1	37807.00	
27	7821-3 or Equal	PAV - 22 TB indicator OR EQUAL			each	22422.40	1	22422.40	
28	7899 or Equal	HyperPAV OR EQUAL			each	6930.00	1	6930.00	
							<b>TOTAL**</b>	\$ 257,187.11	

\*IBM uses parsed model numbering to indicate certain data within model numbers. In the case of Line Items 1, 11, and 26, the Part Numbers requested by the State indicate 36-month maintenance. In order to comply with the State's requirement for 48-month maintenance, Mainline has proposed and priced as the Part Numbers listed. The Part Numbers included in the Alternate Bid Model are identical in functionality to the State's specification, while still meeting the 48-month maintenance requirement.

\*\*The total presented in Exhibit A does not include the Installation Services required by the state, please see the attached Statement of Work (SOW).

## Proposal Acceptance and Signature Page

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Proposal for  
**West Virginia Department of Administration**  
June 10, 2014

Your signature below indicates your acceptance of this Proposal subject to the terms and conditions of RFQ # ISCP0112, subject to the proposed modifications as included in Mainline's response, which is hereby incorporated by reference and made a part hereof, except to the extent the Product Code references other terms and conditions. Execution of this Proposal or issuance of a Purchase Order authorizes Mainline to place on order, ship, and invoice the above listed Equipment, Third Party Products and Services, as applicable. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the applicable terms and conditions.

Price is valid for 30 days and subject to applicable taxes. Payment terms are net 30 days. The pricing set forth herein is based upon the applicable manufacturer's current pricing matrix and the application of all charges and/or credits. Mainline will advise Client in writing, prior to shipment, of any changes in pricing by the manufacturer that would affect this Proposal.

Please return an executed copy of this Proposal Acceptance and Signature Page to me via mail or fax at 888.535.0915. Thank you for your confidence in Mainline.

---

West Virginia Department of Administration  
Representative's Authorized Signature

---

Date

---

West Virginia Department of Administration  
Representative's Printed Name and Title

---

Mainline Representative's  
Authorized Signature

---

Date

---

Mainline Representative's  
Printed Name and Title

# Disclosure Statement

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## Trademarks

IBM, the IBM logo, AIX, AIX 5L, Chipkill, ClusterProven, DB2, Electronic Service Agent, Enterprise Storage Server, ESCON, eServer, FICON, FlashCopy, HACMP, Intellistation, i5/OS, iSeries, Micro-Partitioning, POWER, POWER4+, POWER5, POWER5+, Power Architecture, pSeries, RS/6000, SecureWay, ServicePac, ServiceSuite, SysBack, System p5, Tivoli, TotalStorage, WebSphere, xSeries, z/OS, and zSeries are trademarks or registered trademarks of International Business Machines Corporation in the United States, other countries, or both.

Java and all Java-based Microsoft and Windows are trademarks of Microsoft Corporation. Intel is a registered trademark of Intel Corporation.

Linux is a registered trademark of Linus Torvalds.

UNIX is a registered trademark of The Open Group in the United States and other countries.

Other company, product and service names may be trademarks or service marks of others.

## Attachment 1: Required Documentation

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This Attachment, beginning on the following page, contains executed copies of the following documents:

1. Vender Preference Certificate; 1 Page
2. Purchasing Affidavit; 1 Page
3. Addendum Acknowledgement Form; 1 Page
4. Certification & Signature Page; 1 Page

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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: Mainline Information Systems, Inc. Signed: \_\_\_\_\_

Date: June 6, 2014

Title: Chief Financial Officer

Please Note: Mainline is not claiming any preferences.

RFQ No. ISCP0112

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 §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: Mainline Information Systems, Inc.

Authorized Signature: [Signature] Date: June 6, 2014

State of Florida

County of Leon, to-wit:

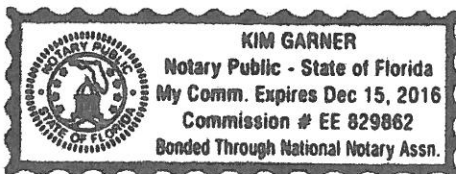
Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of June, 2014.

My Commission expires 12/15, 2016

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 07/01/2012)





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ISCP0112**

**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:**

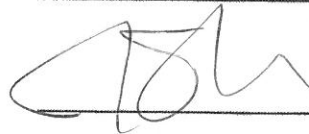
(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <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.

Mainline Information Systems, Inc.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

June 6, 2014

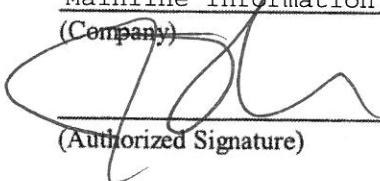
\_\_\_\_\_  
Date

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

**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.

Mainline Information Systems, Inc.  
(Company)

  
\_\_\_\_\_  
(Authorized Signature)

Joe Elebash, Chief Financial Officer  
(Representative Name, Title)

850-219-5000                      850-219-5050  
(Phone Number)                      (Fax Number)

June 6, 2014  
(Date)

## Attachment 2: Compliance Statement

---

This Attachment, beginning on the following page, contains Mainline's Compliance Statement which proposes minor modifications to certain terms and conditions contained in the Bid; 3 Pages.

	<b>Bid of Mainline Information Systems</b>	<b>State of West Virginia, RFQ#: ISCP0112</b>
<b>COMPLIANCE STATEMENT TO TERMS AND CONDITIONS</b>		
Bidder complies with the terms and conditions of the Request for Quotation except as set forth in the following proposed modifications and additions:		
<b>RFQ Reference</b>	<b>Bidder's Proposed Conditions</b>	<b>Brief Explanation of Proposal</b>
General Terms and Conditions, Section 1, Contractual Agreement	Bidder proposes the following modifications: 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 including the modifications proposed in Vendor's response 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 except as set forth in Vendor's response.	Mainline wishes to clarify that Vendor's proposed changes will be incorporated into the Contract.
General Terms and Conditions, Section 6, Pricing	Bidder proposes the following modification: The pricing set forth herein is firm for a period of thirty (30) days from the bid response due date. <del>the life of the Contract.</del>	Mainline wishes to clarify the pricing validity period.
General Terms and Conditions, Section 24, Cancellation	Bidder proposes the following modifications: 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 materially conform to the specifications contained in the Contract, provided vendor is given 30 days to cure any nonconformity and fails to cure or make significant efforts to cure within 30 days after receipt of written notice.	Mainline wishes to establish a reasonable cure period prior to termination.
General Terms and Conditions, Section 35,	Bidder proposes the following modifications: The Vendor expressly warrants that the goods and/or services covered by this Contract will comply as follows: (a) goods will	In its role as a reseller, Mainline wishes to clarify applicable warranty provisions.

Warranty	conform to the manufacturer's published specifications, <del>drawings, samples, or other description furnished or specified by the Agency,</del> (b) services will be provided in a good and workmanlike manner, in accordance with generally accepted practices and procedures and in accordance with all technical specifications as contained in any purchase order or statement of work. <del>be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.</del>	
General Terms and Conditions, Section 46, Indemnification	Bidder proposes the following modifications: Subject to limitations of liability in the Contract, or as otherwise set forth in any applicable West Virginia state statute, the Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third party claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the grossly negligent 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.	Mainline wishes to establish reasonable parameters associated with its indemnification obligations
Specifications, Section 3.3.1, Miscellaneous Terms and Conditions	Bidder proposes replacement of this section with the following: Warranty will begin upon installation/code 20.	Mainline wishes to clarify when OEM warranty will begin.
Specifications, Section 6.4 Return of Unacceptable Items	Bidder proposes the following modification: If the Agency deems the Contract items to be unacceptable, due to noncompliance with the bid specifications, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge.	Mainline wishes to clarify product returns in this section are due to noncompliance with the bid specs
Specifications,	Bidder proposes the addition of the following at the end of this	Mainline wishes to clarify in its

Section 6.5 Return due to agency error	section: Notwithstanding the above, any such returns due to Agency errors are subject to OEM approval.	role as a reseller, that any returns must be approved in advance by the OEM.
<b>Additional Terms</b>	Bidder proposes the addition of the following:	
	<p>UNDER NO CIRCUMSTANCES WILL VENDOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE, OR DATA WHETHER IN AN ACTION ARISING IN CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF VENDOR HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.</p> <p>NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT TO THE CONTRARY, ANY LOSSES OR DAMAGES AS A RESULT OF PERFORMANCE UNDER THIS CONTRACT SHALL BE LIMITED TO THE LESSER OF (1) THE TOTAL SUM THUS FAR PAID, WITH RESPECT TO THE PARTICULAR PURCHASE ORDER OR SOW WHICH, UNDER THIS CONTRACT, GAVE RISE TO THE LOSSES OR DAMAGES, (2) THE ACTUAL DAMAGES SUSTAINED, OR (3) TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).</p>	Mainline wishes to establish reasonable limits on its liability.

## Attachment 3: Statement of Work (SOW)

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This Attachment, beginning on the following page, contains Mainline's Statement of Work (SOW) for the requested Installation Services; 7 pages.

From the

# DATA CENTER to the DESKTOP

## DS8870 Implementation with Migration

**Creation Date:** 6/4/2014

**Revision Date:** 6/4/2014

**Doc. Control No.:** 31145-05192014

**Rev. No.:** 9KRPJV-1

**Prepared For:**

State of West Virginia - Office of  
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**IMPROVE SERVICE. MANAGE COST. REDUCE RISK.**

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# Statement of Work

## Purpose

The purpose of this Statement of Work ("SOW") is to define the roles and responsibilities of both parties, and the scope of this engagement. This SOW is by and between State of West Virginia - Office of Technology ("CLIENT") and Mainline Information Systems, Inc. ("MAINLINE"), and is subject to the terms and conditions of RFQ # ISCP0112, subject to the proposed modifications as included in MAINLINE's response. MAINLINE's ability to perform the Services and the pricing contained herein are contingent upon CLIENT complying with the additional provisions set forth at <http://mainline.com/sow>, which are incorporated herein by reference and made a part hereof.

## Management

MAINLINE will assign a Project Manager ("PM") for the duration of this engagement. The MAINLINE PM will work remotely with CLIENT's designated point of contact (POC) to setup the project with MAINLINE, to include engaging the resource(s) for the CLIENT POC. The PM will work with CLIENT to establish a framework for communications and reporting related to procedural and contractual activities; limited to any documentation or deliverables listed in this SOW and any changes to scope requiring a Project Change Request ("PCR"). The MAINLINE PM will serve as an escalation point for both parties to report any issues that could impact successful delivery of this SOW.

For a description of MAINLINE's escalation and change control process related to this SOW, please visit <http://mainline.com/sow>

## Scope of Services

CLIENT is requesting MAINLINE services for the implementation of a new DS8870 disk subsystem along with the migration of up to six (6) TB's of CKD data from CLIENT's existing disk subsystem (2105-800).

## MAINLINE Tasks

For DS8870 implementation:

- Review PSP buckets with CLIENT and determine the maintenance to be applied
- Review current disk map provided by the CLIENT
- Understand how the current disk subsystem is connected to the processor(s); review the current IOCDs as well as how the LCUs / drives shared might be shared across LPARs
- Review CLIENT provided MVS command output from "DS QDASD,SSID=ALL" issued from all LPARs that use the existing disk subsystem. Review the existing SSIDs and propose new SSIDs for the DS8870 Logical Control Units (LCUs)
- Review the planned I/O configuration of DS8870 if one had been provided by the CLIENT. If not, develop a proposed I/O configuration consistent with the current I/O configuration

- Assist in modifying the system I/O definition to support the new DS8870 by providing a working example of IOCP source tailored to the CLIENT's environment and by answering any I/O configuration related questions the CLIENT may have
- Create cross reference of existing disk drives to new volumes on the DS8870
- Complete the IBM DS8870 configuration worksheet
- Test LAN attachments to the DS8870
- Create and execute scripts to configure the DS8870 including raids, ranks, extent pools, LCUs, drives, and PAVs using the disk map created above
- Provide general Administration GUI knowledge transfer throughout configuration process
- Provide informal DS8870 Configuration Manager training for CLIENT's technical staff
- Provide informal operator training for the DS8870 Configuration Manager high-level status displays and handling DS8870 Service Information Messages

#### For data migration services:

- Install TDMF for the data migration
- Understand the current disk use and sharing environment of the DS8870. Specifically, which disk volumes are shared between which LPAR partitions
- Discuss with CLIENT the restrictions (if any) of the migration process
- Set up the MONITOR address space, if required
- Using the disk map created previously, create JCL and utility control statements for the disk migration
- Work with CLIENT to determine the order in which the disk volumes are to be migrated
- Execute batch jobstreams to commence migration
- Monitor and verify successful data migration of up to six (6) TBs
- Remove TDMF

#### **NOTES:**

- Both the old and new disk subsystems must be attached to the same zProcessor
- The SOW does not permit disk consolidation. The sizes of the source and target drives must remain the same

#### Software Migration Tool use notes:

- CLIENT acknowledges that MAINLINE will be using IBM's Data Mobility Tools as a tool to facilitate the migration of data;

- CLIENT acknowledges that no right, title, or interest in, nor any license under, any copyright, patent, trade secret, trademark, mask work protection right, or any other intellectual property right is either granted to CLIENT or implied by the use of the Data Mobility Tools at CLIENT's facility;
- CLIENT acknowledges that no right is granted to CLIENT to make any copies of the Data Mobility Tools in any form;
- CLIENT agrees that it will not reverse assemble, reverse compile, or otherwise obtain or attempt to obtain the source code of the Data Mobility Tools, in whole or in part;
- CLIENT acknowledges and agrees that upon completion or termination of MAINLINE's migration services, MAINLINE will remove all copies of the Data Mobility Tools from CLIENT's systems; and
- CLIENT acknowledges and agrees that MAINLINE will notify IBM of i) the performance of MAINLINE's Migration services, ii) the CLIENT's name, iii) the make, model and serial number of the CPU on which the Data Mobility Tools are to be used, iv) the amount of data to be transferred, and v) the city, state and country of the location at which the migration services will be performed.

### CLIENT Responsibilities

Prior to MAINLINE scheduling a Systems Engineer on-site, CLIENT agrees to ensure that the physical infrastructure for the DS8870 is in place and agrees to fulfill the following CLIENT responsibilities.

- Power available at installation location
- Network connections available
- Phone line available
- Application of all device related service identified from the PSP buckets
- Documentation of the current I/O subsystem in the form of IOCP source or HCD generated reports
- Documentation of the current disk allocations in the form of a disk map spreadsheet containing device addresses, volsers, and volume cylinder counts
- Existing SSID identification as provided by "DS QDASD,SSID=ALL" issued from all LPARs that use the existing disk subsystem
- Identification of disk volumes containing either; spool space, spool checkpoints, or local page areas
- Permit MAINLINE Systems Engineer mainframe security access sufficient to install the data migration utility and execute batch migration jobstreams

### Deliverables

- Completed Configuration Worksheets
- DS8000 Extent Pools configured as required to satisfy disk map specifications
- DS8000 CKD devices allocated as required to satisfy disk map specifications
- IOCDs creation and activation

- Temporary installation of the appropriate data migration utility
- Fully functioning DASD environment on the new disk subsystem

## Completion Criteria

Services as described in this SOW will be considered complete when:

- The tasks/deliverables/responsibilities specified above are provided, or
- The project is terminated under the applicable provisions of the Agreement.

Upon completion of the project, CLIENT may be requested to sign a Project Acceptance Document, if MAINLINE determines there is a need for additional clarification of the scope and acceptance of services provided to CLIENT. A sample Project Acceptance Document which can be found at <http://mainline.com/sow>

## Pricing and Terms

31145-05192014

<u>Product Name</u>	<u>Extended Sales</u>
DS8870 Implementation Services w/Data Migration	\$30,895.00
Project Management	Included
<b>Grand Total</b>	<b>\$30,895.00</b>

This is a fixed price SOW and CLIENT will be invoiced at the completion of this SOW.

- Travel and Living Expenses: Included – one (1) on-site trip
- Target Start Date: TBD

CLIENT agrees and acknowledges that MAINLINE may subcontract a service, or any part of it, MAINLINE provides to CLIENT, to subcontractors selected by MAINLINE.

# Approvals

DS8870 Implementation with Migration

31145-05192014

This SOW is subject to the terms and conditions of RFQ # ISCP0112, subject to the proposed modifications as included in MAINLINE's response. Both parties warrant and represent that they have authority to execute this SOW on behalf of their company and bind them to the obligations.

Price is valid for 60 days and subject to applicable taxes. Scheduling a start date of services perform resources will commence within 14 days of all contracts and PO (if applicable) being signed by CLIENT.

**In the event CLIENT is PO driven, then please return a copy of your PO along with this signed SOW.**

IN WITNESS HEREOF, CLIENT and MAINLINE have caused this Attachment to be executed by their duly authorized signatures.

**State of West Virginia - Office of Technology**

**MAINLINE INFORMATION SYSTEMS, INC.**

BY:

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

BY:

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

NAME:

\_\_\_\_\_  
(PRINTED)

NAME:

\_\_\_\_\_  
(PRINTED)

TITLE:

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TITLE:

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DATE:

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DATE:

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<b>Please Return Entire Document (All Pages) to:</b>	
Services Contracts Administrator MAINLINE INFORMATION SYSTEMS, INC. 1700 Summit Lake Drive Tallahassee, FL 32317	Fax: 888-242-9497 Email: Services@Mainline.com Website: www.mainline.com