



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 744476

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0702

Vendor ID: VS0000021561

SO Doc ID: TAX2000000017

Legal Name: Navisite

Published Date: 7/9/20

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Close Date: 7/23/20

Total Bid: \$223,550.83

Close Time: 13:30

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Solicitation Description: Addendum  
Cloud Infrastructure

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia  
Solicitation Response

Proc Folder : 744476  
Solicitation Description : Addendum  
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-23 13:30:00	SR 0702 ESR07232000000000359	1

VENDOR
VS0000021561 Navisite

Solicitation Number: CRFQ 0702 TAX20000000017

Total Bid : \$223,550.83      Response Date: 2020-07-23      Response Time: 11:10:45

Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

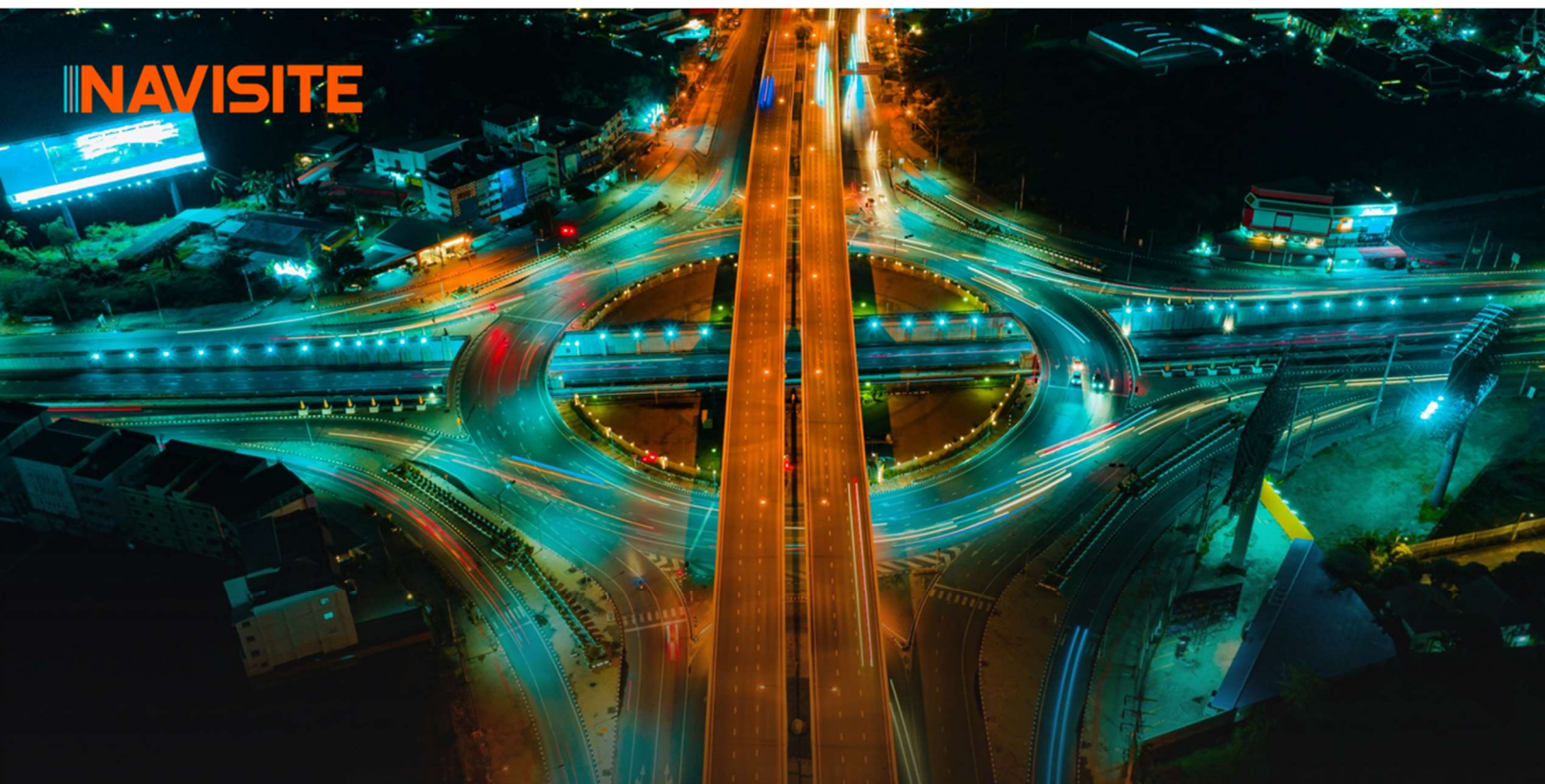
Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cloud Infrastructure	1.00000	LS	\$223,550.830000	\$223,550.83

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :	<div>Please see attached specifications</div> <div>Cloud Infrastructure per the attached Exhibit A Pricing Page</div> <div>Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in</div>
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## Navisite RFQ Response

Cloud Infrastructure

Solicitation No. CRFQ 0702 TAX00000017

July 23, 2020

Presented to:

Bid Clerk  
Department of Administration  
State of West Virginia  
2019 Washington St. E.  
Charleston, WV 25305

July 23, 2020

Bid Clerk  
Department of Administration  
State of West Virginia  
2019 Washington St. E.  
Charleston, WV 25305

Re: Request for Proposal (RFQ) for Cloud Infrastructure  
Solicitation No. CRFQ 0702 TAX00000017

Navisite is pleased to submit the enclosed response to the State of West Virginia's Cloud Infrastructure RFQ. Our response demonstrates Navisite's ability to provide solutions that will enable the State of West Virginia to meet its technology needs.

Navisite provides application, managed infrastructure, platform, cloud marketplace, data analytics, managed cloud, security and compliance, and professional services for mid-sized to enterprise organizations. Leveraging a proven set of technologies and extensive subject matter expertise, we deliver cost-effective, flexible solutions that provide responsive and predictable levels of service for our customers' businesses.

Navisite is a trusted advisor committed to ensuring the long-term success of our customers' business applications and technology strategies. We have five state-of-the-art data centers and major office locations across the globe. Navisite's delivery strategy focuses on technologies, people, processes, and best practices that are in line with your desired need for Service Excellence for your customers.

Navisite specializes in building customized solutions tailored to your exact requirements. We use best-of-breed monitoring, management, support tools, and systems designed for Enterprise Managed Hosting solutions.

Here are just a few ways we differentiate ourselves from our competitors:

- Industry-leading, high-performance, enterprise-class cloud platforms
- A portfolio of elastic, scalable, and feature-rich "as-a-service" solutions
- Superior customer service with the highest service level agreements
- Unparalleled breadth and depth of managed services skills and experience
- Flexible, dynamic, responsive, and entrepreneurial culture

In evaluating and preparing this proposal, it is our intention to respond with as much information as possible to give you an accurate representation of our abilities. If selected for the next round of consideration we will ensure any and all remaining concerns are covered to your satisfaction.

Sincerely,

Jeff Lowke, Regional Sales Director  
Navisite LLC  
[jlowke@navisite.com](mailto:jlowke@navisite.com)  
704-794-8372

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# 1 Navisite Overview

Navisite powers business innovation of the enterprise with its comprehensive portfolio of multi-cloud managed services, which spans infrastructure, applications, data, and security. For more than two decades, enterprise clients have relied on Navisite to unlock efficiencies and improve execution capabilities, leveraging a client-focused delivery model that couples deep technical expertise with state-of-the-art global platform and data centers.

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## 1.1 The Navisite Advantage

- Deep technical expertise provided by 900+ engineers with 1500+ professional certifications
- Global network of state-of-the-art data centers
- Full spectrum of compliance attestations and support including SSAE SOC 1, SOC 2, ISO 27001, HIPAA, and GDPR
- ITIL-aligned delivery platform with proven scale
- Exceptional client service backed by reliable service levels
- Custom solutions that enable mission-critical workloads
- Strong industry partnerships with technology leaders
- Proven track record of 20+ years

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## 1.2 Benefits

Key benefits of Navisite's solutions include:

- **Gain Agility**  
Navisite becomes a seamless extension of your IT fabric by delivering a comprehensive solutions portfolio, client-focused support services, and custom solutions that enable you to optimize execution, compress innovation cycles, and build new revenue streams.
- **Enhance Security**  
Navisite's enterprise-grade security model and capabilities provide a comprehensive view of security across identity management, real-time detection and response, vulnerability and risk management, all aimed at improving the clients' risk posture.
- **Abstract Complexity**  
Navisite's innovative 'as-a-service' portfolio, coupled with professional services, is designed to deliver turnkey cloud-enabled solutions for enterprises, thereby accelerating cloud adoption, improving IT resiliency, and enhancing overall risk posture.
- **Access Expertise**  
Navisite's deep technical expertise, with 1500+ certifications across 1,000+ employees, coupled with a client-first culture, is designed to offer clients with the necessary skills and capabilities to successfully migrate, secure, and run IT using a cloud-enabled model. Strong partnerships further supplement this expertise with leading technology providers including Microsoft, VMware, Zerto, Alert Logic, Proofpoint, Mimecast, Cisco, and others.

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## 1.3 The Navisite Approach

The cornerstone of Navisite's success is its client-first culture, delivered by a team of highly experienced IT professionals who are passionate about your business and dedicated to your success. With a fierce commitment to operational excellence, state-of-the-art data centers, and access to multiple network providers, Navisite delivers a comprehensive suite

of managed services along with customized IT solutions that meet your current business needs and enable your future growth.

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## 1.4 Navisite Solutions Portfolio

Navisite has extensive experience as a managed hosting and cloud service provider, and offers solutions to meet stringent enterprise requirements. Navisite's solutions portfolio includes traditional managed services as well as cloud-based services leveraging enterprise cloud platforms and the Proximity management portal.

### Application Services

- Application Managed Services
- Database Services
- Custom Application Development

### Managed Infrastructure Services

- Managed Hosting
- Colocation
- Disaster Recovery

### Managed Cloud Services

- Public Cloud
- Private Cloud
- Hybrid Cloud
- Productivity and Collaboration
- Desktop as a Service

### Professional Services

- Cloud Migrations
- Application Services for Cloud
- Database Refactoring
- Data Analytics
- Custom Application Development

### Platform Services

- SQL Server as a Service
- Oracle as a Service
- MySQL as a Service
- PostgreSQL as a Service

### Data Analytics

- Business Intelligence
- Data Integration Services
- Data Warehousing Services
- Design and Strategy

### Cloud Marketplaces

- AWS Marketplace
- Azure Marketplace
- Heroku Marketplace

### Security and Compliance

- Compliance
- Managed Detection and Response
- PCI
- HIPAA
- GDPR

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## 1.5 World-Class Data Centers

Navisite operates five SSAE 18-compliant data centers across the U.S. and the U.K. All Navisite data centers provide a resilient, secure, and high-performance environment for enterprise IT infrastructure, business applications, and mission-critical data—enabling reductions in overall operating costs, downtime risk, and application deployments.

Additionally, Navisite's data centers offer:

- **Flexible Space Options**  
Spread over more than 260,000 square feet of usable space, Navisite data centers provide a combination of slab-on-grade (concrete) flooring for different cage configurations and raised floors for cabinets.

- **Enhanced Security**

Our enterprise-class data centers have multiple levels of physical security, including biometric palm scanners at entrances, to control entry and card access at all interior and exterior doors. Building entrance requires mandatory visitor registration, visitor escorts, and employee badge access. Our strict security measures ensure a reliable, safe environment for customer IT operations.

- **Fire Protection**

Navisite data centers have early-warning fire suppression systems with both smoke and high temperature detectors and a dry pipe, with a double-interlock fire suppression system. The systems are monitored 24/7 onsite as well as at our international network operations centers.

- **Uninterrupted Power**

Navisite's data centers are powered through highly-redundant and efficient power systems backed by generators that can keep the site fully operational at full load for 24 hours with hot refuel capability, without power from the electric grid. Parallel UPS systems and battery backup are redundantly supplied by diversely distributed utilities. The diverse power routes and redundant switching infrastructure help ensure connections are performance-optimized.

- **Precision Environment**

Every data center is equipped with data-grade HVAC systems with N+1 redundancy for regulating the air temperature and humidity where customer equipment resides. The HVAC systems ensure longer life and continuous operations for customer equipment.

- **Network Connectivity**

Navisite's network is well-supported with a directly-leased Internet connection to high-speed OC3—Internet Connection Services. Customers enjoy fast network connectivity (regardless of volume peaks) as well as 100 percent uptime and excellent response times for hosted business applications and servers. Navisite has a 10 GigE Bone connection between Cloud nodes.

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## 1.6 Going Green

Navisite is committed to using fewer natural resources and generating less waste in our business through initiatives that we call, collectively, "Go Green." Directed by an Executive Steering Committee and our Go Green Working Committee, our efforts are targeted through the development of policies, programs, and processes that focus on environmental sustainability. These groups are in the process of establishing a set of Go Green initiatives concentrated on enterprise sustainability and carbon management, energy management, waste management, supply chain, transportation, internal and external engagement and communications, and Go Green employee teams.

## 2 Proposed Services

Navisite will provide the Oracle Enterprise Edition license requested in the RFP for the Oracle DR server. With the Navisite managed Disaster Recovery (DR) service, two servers will be provisioned and set up, one for Oracle DR Server and one for the requested Windows VM with the required specification of compute, storage, and operating system. Navisite will configure the database replication with the on-premises production site, and will work with the State's internal IT team to manage replication, backup/restore, and fail-over/fail-back to meet the RTO/RPO requirements of the supported application and data. In addition, Navisite will also manage network and security services for the cloud DR site, including VPNs, security policies, access management.

In order to meet the FedRAMP High data requirements, we're choosing a public Government cloud—Amazon Web Services (AWS)—as the hosting provider for the infrastructure, and we as a service provider will offer U.S. only personnel support to provide managed services. The specific tools and processes being deployed to access the managed environment are included in the service offering, and they can be further assessed once the compliance requirements are clarified in further detail.

Critical to the Tax Division's success is the strength of the cloud environment itself. You need to know that your cloud provider can support your workloads, in the global regions you require, at a far less TCO than today. In addition, it must operate with the best possible security controls and greatest operational record available.

- AWS has the most functionality and the most depth within each function of any cloud provider. This means AWS can provide the Tax Division with the right tool for the right job for nearly any application.
- AWS has the most security features and compliance programs, enabling the Tax Division to comply with the most demanding security requirements.
- AWS offers the largest global public cloud footprint in the market. No other cloud provider offers as many regions (22) with multiple Availability Zones (70) within 22 geographic regions around the world, and with announced plans for 16 more AZs and 5 more AWS Regions in Indonesia, Italy, Japan, South Africa, and Spain.
- AWS has the largest and most dynamic partner community, with tens of thousands of partners globally, and millions of active customers. The AWS partner network includes thousands of systems integrators that specialize in AWS services and tens of thousands of independent software vendors (ISVs) that adapt their technology to work on AWS.
- AWS delivers the fastest pace of innovation of all the leading cloud providers. AWS released over 2,300 new services and features in 2019 alone, innovating at an unmatched pace, especially in new areas such as Machine Learning and Artificial Intelligence, Internet of Things, and Serverless Computing. With AWS, the Tax Division can take advantage of the latest technologies to innovate, differentiate, and deliver solutions quickly.
- AWS has unmatched experience, maturity, reliability, security, and performance. AWS has been delivering cloud services for 14 years and has the most operational experience, at greater scale, of any cloud provider. Years of operating with many times the usage of any other cloud provider, combined with listening and learning from our customers, and our commitment to constant iteration help us deliver superior operational performance that customers can depend on for their most important workloads.

### 2.1 Database Management Services

Navisite's Managed Database Support Service provides the customer 24x7x365 support for all environments. All events initiated by Navisite monitoring environment will be handled by the team of Navisite database administrators ("DBA team"). The DBA team will have access to customer application support personnel, if needed, to support timely troubleshooting and resolution activities.

When a critical event and/or a "down" environment occurs, Navisite hereby agrees to begin the support process immediately upon notification of such event, which is defined as an "acknowledgement" by a Navisite DBA through a ticket

update and/or “callback” either to occur within the SLA of any such event. Navisite will adhere to a 24x7 escalation and response plan SOP as defined by Customer and Navisite.

Non-critical support requiring downtime must be scheduled and approved by the customer in writing. All support requests must come through Navisite ticket system, which can be facilitated via our web portal, email or phone call, and off-hours maintenance must be scheduled through Navisite standard ticketing process.

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## 2.2 Special Terms and Conditions

The services described in this section are delivered via a fully managed model only. Hourly support services are described in a separate document.

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## 2.3 Database Services

- Database performance monitoring
- Database backup monitoring
- Database critical event monitoring
- Diagnostics installation, configuration, and maintenance.
- Maintenance and troubleshooting
- Self-Service dynamic database and systems reports
- Event monitoring
- Proactive DBA maintenance and troubleshooting
- Database high availability support
- Database disaster recovery support

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## 2.4 Monitoring

Navisite will proactively monitor all critical services necessary to keep the database environments available for users and performing optimally. This is accomplished through the use of custom scripts tailored to the database environment.

Navisite’s 24x7 Proactive Database Monitoring includes:

- SOP for all monitored events
- Database background processes
- Error log events
- Space allocation and management

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## 2.5 Database Maintenance

Navisite will perform all tasks necessary to keep the database up and running for end users/application access and use.

Navisite will perform all updates and changes to the database as per standard, agreed upon change control process.

Navisite will create and follow SOPs for all routine tasks.

Navisite’s database maintenance includes:

- SOP for startup/shutdown of all databases
- SOP for change management of database configuration
- Management of all database initialization and configuration parameters
- Troubleshooting of database issues

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## 2.6 Database Tuning

Navisite will work with the customer to identify critical databases and perform proactive tuning and performance recommendations. The tuning assessment may include aspects of:

- Database memory management
- File I/O statistics
- Process wait statistics
- Database initialization and configuration parameters
- Identification of IO/CPU/Memory intensive SQL statements
- Identification and recommendations for change of data file, transaction log files, server configuration changes and potential performance improvements

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## 2.7 Patching Management

- Covers patches, service packs, point releases and hotfixes inclusive to the database systems presented in this agreement.
- Navisite works with customers to cooperatively identify and apply service packs in accord with customer needs and requirements.
- The Customer is responsible for all functional testing of their application.

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## 2.8 Refreshes

Navisite will refresh Database instances upon Customer request. Clones may include any or all of the various components of an environment. Navisite refresh service includes an SOP for the refresh process.

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## 2.9 Space Management

Navisite will work with Customer to manage utilization of storage resources within the database and at the file system level for all managed products. Navisite will be responsible for:

- Determining and implementing optimal data file model
- Setting database growth parameters
- Determining ideal layout for data files on the file system
- Monitoring free space
- Managing objects including tables, indexes, and temporary database files

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## 2.10 Change Control/Code Migration

Changes recommended by Navisite will be submitted to Customer, via Navisite ticket system, for Customer specific change control requirements and approvals. Approved changes will be scheduled at a mutual agreed upon time. All requests submitted by Customer users of Navisite ticket system is presumed to have completed Customer change control processes and have all the necessary approvals.

Navisite will manage the migration of specified code into the Customer's environment. Navisite will work with Customer to develop a code migration SOP and Navisite will deploy code as defined in the SOP. Customer is responsible for providing detailed installation documents/instructions for code deployment, validating the deployment, and for all changes to the code and data as a result of a code deployment request.

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## 2.11 Database Schema Management

Navisite will work with Customer to define and integrate the following database schema elements on an “as needed” basis:

- Creation and maintenance of new schema objects (tables, indexes, stored procedures, etc.)
- Creation and maintenance of linked servers, user privileges, roles, synonyms, grants, etc.
- Object storage clause definition for space management
- Database object reorganization

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## 2.12 Database Backup Management

Navisite will work with Customer to define and implement a database backup strategy that meets the business requirements for recovery. Navisite will develop, test, deploy and maintain database backup scripts utilizing native toolsets or infrastructure backup solutions based on business requirements. Navisite’s backup management includes:

- Creating, testing, deploying, and maintaining all database backup scripts
- Monitoring database backup jobs to ensure successful completion
- Testing database backups to ensure successful recovery with minimal data loss on a yearly basis. Infrastructure may be provided by Customer or Navisite depending on other services purchased.
- Documenting the backup and recovery strategy and process in the Backup and Recovery SOP

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## 2.13 Database High Availability Support

Navisite will work with Customer to implement and support the high availability features of the database environment when available. Navisite’s 24x7 High Availability support is dependent on specific platforms and will be scoped and designed during the sales engagement.

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## 2.14 Customer Obligations for SQL Administration Managed Services

- Customer will provide logical access to systems containing databases
- Customer will allow Navisite to post all necessary information to vendor support services for remediation of issues
- Provide Navisite a list of users that need access and what level of access to the environment
- Provide Navisite a list of any escalation contacts and procedures for the database environment
- Customer to provide server(s) for monitoring tools when remotely managed and not hosted in a Navisite data center
- Customer is responsible for all hardware, software, and administration related to any non-provided toolsets for backup, and/or replication when remotely managed and not hosted in a Navisite data center

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## 2.15 Navisite Partnership with Oracle

Navisite’s Gold Partner Certification with Oracle demonstrates we have in-depth expertise and excellence in hosting services for Oracle applications and technology, including the Oracle E-Business Suite, Oracle’s PeopleSoft Enterprise, Oracle’s Hyperion performance management applications, Oracle’s Siebel CRM, Oracle Business Intelligence Foundation, Oracle Fusion Middleware, Oracle Database and Oracle Enterprise Linux.

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## 2.16 Navisite Partnership with AWS

Navisite is an Amazon Partner Network (APN) Advanced Consulting Partner, which gives us access to a wide range of resources and training to deploy, run, and manage applications in the AWS cloud. Our team of highly skilled, certified AWS experts will guide you through the entire cloud migration lifecycle—from developing your cloud strategies and initial

migration analysis to production cutovers and ongoing support. With expertise across all major relational and open source database products, we can manage a wide range of workloads on the AWS cloud, including Oracle, Microsoft, VMware, and SAP. Our 24x7x365 management services are also supported by experts across all leading AWS IaaS and PaaS solutions, including Amazon EC2, Amazon RDS and Amazon Aurora.

### 3 Exceptions to the Terms and Conditions

Navisite suggests the following changes to the terms and conditions provided with the RFQ.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained through the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with **immediate prompt** notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against **third-party claims:** ~~(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.

## 5 RFQ Response and Addendum Acknowledgment

Following this page is the completed Solicitation Form and signed Addendum I.



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

State of West Virginia  
Request for Quotation  
21 — Info Technology

Proc Folder: 744476

Doc Description: Addendum

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-09	2020-07-23 13:30:00	CRFQ 0702 TAX2000000017	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

Navisite LLC

400 Minuteman Road

Andover, MA 01810

978-682-8300

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III

(304) 558-2306

joseph.e.hageriii@wv.gov

Signature X

*Elizabeth Fogarty*

FEIN # 27-0371488

DATE 7.22.2020

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum #1 Issued to publish and distribute the attached information to the vendor community

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service per the terms and conditions and specifications as attached

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud Infrastructure	1.00000	LS	\$223,550.83	\$223,550.83

Comm Code	Manufacturer	Specification	Model #
43212200			

**Extended Description :**

Please see attached specifications

Cloud Infrastructure per the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

Quantities listed on the Exhibit A pricing page are estimates only. Actual quantities may differ.

<b>TAX2000000017</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum Cloud Infrastructure	<b>Page 3</b> <b>of 3</b>
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### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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

Revised 01/09/2020

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 7, 2020 at 9:00 PM (EDT)

Submit Questions to: Joseph Hager  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Joseph.E.HagerIII@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Joseph Hager  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME: 1:30 PM (EDT)  
FAX NUMBER: (304)558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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 \_\_\_\_\_ 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: (This only applies to CRFP)

☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 16, 2020 at 1:30 PM (EDT)

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.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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. 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.

**13. 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.

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
  - 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document" 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 contract holder.
  - 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "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 Upon 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 should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

☐ **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 Award Document 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. 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.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

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

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- ☐
- ☐
- ☐
- ☐

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

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** 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.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

**19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the 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 change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by 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.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the 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.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. 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.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. 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.

**36. 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.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. 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](mailto:purchasing.requisitions@wv.gov).

**41. 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.

**42. 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 heath, 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:
- c. 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
- d. 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.

**43. 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

\_\_\_\_\_  
 (Name, Title)  
 Jeff Lowke, Regional Sales Director

\_\_\_\_\_  
 (Printed Name and Title)  
 400 Minuteman Road, Andover, MA 01810

\_\_\_\_\_  
 (Address)  
 Mobile 704-794-8372

\_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 jlowke@navisite.com

\_\_\_\_\_  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Navisite LLC

\_\_\_\_\_  
 (Company)

*Elizabeth Fogarty*  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

Elizabeth "Tibby" Fogarty, Senior Legal Counsel

\_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

07.22.2020  
 \_\_\_\_\_  
 (Date)

Mobile 412-925-8322  
 \_\_\_\_\_  
 (Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ TAX20000000'**

**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.

Navisite, LLC

\_\_\_\_\_  
Company

*Elizabeth Fogarty*

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

07.22.2020

\_\_\_\_\_  
Date

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

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service.

The Tax Division currently operates its Integrated Assessment System application on Oracle Enterprise Edition 12c version 12.1. Tax is seeking to enter into a contract with a Cloud Service Provider to acquire a disaster recovery target site in the cloud. A replication tool will be needed to synchronize data from the Agency production system to the cloud system and restore the data to the on-premise system after a disaster event. The cloud-based system should be capable of supporting the assessment application after a fail-over and until the on-premise system is returned to production.

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 3.1 below and on the Pricing Pages.
- 2.2 “**Pricing Pages**” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.3 “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “**FedRAMP**” means Federal Risk and Authorization Management Program which is a standardized approach to security, authorization, and continuous monitoring for cloud products and services.
- 2.5 “**EXPDP**” stands for Data Pump Export which is a utility for unloading data and metadata into a set of operating system files called a dump file set.
- 2.6 “**IMPDP**” stands for Data Pump Import which is a utility for loading an export dump file set into a target system.
- 2.7 “**RMAN**” is a backup a recovery manager supplied for Oracle databases that provides database backup, restore, and recovery capabilities addressing high availability and disaster recovery concerns.

- 2.8 “FAIL-OVER” is promoting the disaster recovery system to be the production master during a disaster event at the on-premise production site.
- 2.9 “FAIL-BACK” is the returning of the production master state back to the on-premise system at the conclusion of a disaster event.

### 3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** 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.

#### 3.1.1 Cloud Infrastructure Service

- 3.1.1.1 All components must be hosted in a FedRAMP certified data center.
- 3.1.1.2 All components must be isolated from other customers.
- 3.1.1.3 Must support secure VPN access to all components included on bid from the Agency network.
- 3.1.1.4 Must include a minimum of ten (10) terabytes of outbound data transfer per month
- 3.1.1.5 Must include unlimited inbound data transfer
- 3.1.1.6 Must include a summary of potential charges for variable use items such as:
  - 3.1.1.6.1 Outbound data transfer
  - 3.1.1.6.2 Extra storage
  - 3.1.1.6.3 Storage access
  - 3.1.1.6.4 Additional virtual machines
- 3.1.1.7 Service must include eight (8) cores of fully licensed Oracle Database Server Enterprise Edition 12c version 12.1 or Equal.

- 3.1.1.8 Must have a minimum of four (4) terabytes of disk space for storage of database objects, tablespaces, indexes, transaction logs, etc.
- 3.1.1.9 Must have a minimum of six (6) terabytes of disk space for other object storage.
- 3.1.1.10 Must provide pricing for object storage requests if applicable.
- 3.1.1.11 Must have Transparent Data Encryption and data encryption at rest.
- 3.1.1.12 Must have vendor provided means for replicating between the cloud and on-premise database systems with the following features.
  - 3.1.1.12.1 Ability to synchronize the on-premise production database with the cloud-based standby database without interrupting the production system. This function should include the initial replication, continuous synchronization, and recovery from communications outages.
  - 3.1.1.12.2 Ability to promote the cloud-hosted database to be the production system in case of failure of the on-premise system, i.e. fail-over.
  - 3.1.1.12.3 Ability to replicate the cloud-hosted database back to the on-premise system after a disaster recovery, i.e. fail-back.
  - 3.1.1.12.4 Ability to run standard Oracle 12c tools such as RMAN, IMPDP, and EXPDP against the cloud-hosted database when it has been promoted to production.
- 3.1.1.13 All patches and upgrades of database software must be included and to be completed by the Vendor.
- 3.1.1.14 Vendor must perform weekly full backups of the cloud-hosted database and a minimum of nightly incremental backups.

- 3.1.1.15 In addition to the database server, vendor must provide one (1) virtual machine.
  - 3.1.1.15.1 Virtual machine must be industry standard 64-bit architecture (x64).
  - 3.1.1.15.2 Must have a minimum of two (2) CPUs.
  - 3.1.1.15.3 Must have a minimum of sixteen (16)GB of RAM.
  - 3.1.1.15.4 Must have a minimum of one (1) TB of disk storage.
  - 3.1.1.15.5 Must support agency provided disk image for operating system install.
- 3.1.1.16 Any tools required for the current on-premise system to participate in the required replication to and from the standby cloud system must be provided by the vendor as part of this bid.
- 3.1.1.17 Must provide training and support to perform the following tasks:
  - 3.1.1.17.1 Perform any required software upgrade or additional software installation on the current Agency owned Oracle 12c version 12.1 Enterprise Edition Production server to participate in the synchronization and replication.
  - 3.1.1.17.2 Maintaining the synchronization/replication connection between the two systems and performing required tasks such as startup, shutdown, fail-over, and fail-back.
  - 3.1.1.17.3 Training materials should be electronic and openable using standard Microsoft Office 365 tools or Adobe Acrobat Reader.
  - 3.1.1.17.4 Support may be provided via electronic means such as phone, email, screen-share, or web-chat.
- 3.1.1.18 Alternative 'Or Equal' Submission

**3.1.1.18.1** Contract item if bidding an “or Equal” product will not require the purchase of any additional software or hardware for implementation. If Vendor is submitting an or Equal product this information must be provided at the time of submitting bid response. Any documentation supporting such should be submitted with bid response.

**3.1.1.19** Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

**3.1.2 Interconnectivity with Other Cloud Platforms**

**3.1.2.1** Cloud hosting solution proposed must have at least 1 interconnection agreement with another cloud hosting provider such that workloads can be distributed between the providers based on technologies used.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing Exhibit A. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 7 calendar days after orders are received. Vendor shall deliver emergency orders within 1 calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the

Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

## **7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

## **8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION  
Cloud Infrastructure for Disaster Recovery

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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:** Jeff Lowke, Regional Sales Director  
**Telephone Number:** Mobile 704-794-8372  
**Fax Number:** \_\_\_\_\_  
**Email Address:** jlowke@navisite.com

**Exhibit A - Pricing Page**  
**Cloud Infrastructure**

Item Spec #	Part Number	Item Description	Service Term	Bid Item Description and Product Number for Or Equal Product Submission	Service Metric/ Unit of Measure	Est.Quantity	Unit Cost	Extended Cost
3.1.1.7		Database Cloud Service - Enterprise Edition	12 Months		OCPU Per Hour	8		
3.1.1.15		Compute - Virtual Machine Standard	12 Months		OCPU Per Hour	2		
3.1.1.15.5		Compute - Windows OS	12 Months		OCPU Per Hour	2		
3.1.1.8		Block Volume	12 Months		Gigabyte Storage Capacity per Month	4096		
3.1.1.4		Outbound Data Transfer - First 10 terabytes per month	12 Months		Gigabyte Outbound Data Transfer Per Month	1024		
3.1.1.6.1		Outbound Data Transfer - Over 10 terabytes per month	12 Months		Gigabyte Outbound Data Transfer Per Month	1024		
3.1.1.9		Object Storage	12 Months		Gigabyte Storage Capacity Per Month	6144		
3.1.1.10		Object Storage Requests	12 Months		10,000 Requests Per Month	1,000		
3.1.1.17		Training			Lump Sum	1		
							<b>Total Bid Amount</b>	



## Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

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West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Address: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

☐ Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

☐ Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

☐ Check here if none, otherwise list entity/individual names below.

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

***Notary Verification***

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, \_\_\_\_\_, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC \_\_\_\_\_



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

State of West Virginia  
Request for Quotation  
21 – Info Technology

Proc Folder: 744476

Doc Description: Addendum

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-09	2020-07-23 13:30:00	CRFQ 0702 TAX2000000017	2

#### BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

#### VENDOR

**Vendor Name, Address and Telephone Number:**

Navisite LLC  
400 Minuteman Road  
Andover, MA 01810  
978-682-8300

#### FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

Signature X

*Elizabeth Fogarty*

FEIN #

27-0371488

DATE

7.22.2020

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum #1 Issued to publish and distribute the attached information to the vendor community

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service per the terms and conditions and specifications as attached

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud Infrastructure	1.00000	LS	\$223,550.83	\$223,550.83

Comm Code	Manufacturer	Specification	Model #
43212200			

**Extended Description :**

Please see attached specifications

Cloud Infrastructure per the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

Quantities listed on the Exhibit A pricing page are estimates only. Actual quantities may differ.

## No.01

# ATTACHMENT A

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Cloud Infrastructure per the attached Exhibit A Pricing Page

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Quantities listed on the Exhibit A pricing page are estimates only. Actual quantities may differ.

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 issued to publish and distribute the attached documentation to the vendor community.

1. Publishing Agency responses to vendor questions  
2. Modify Bid Opening Date: Original Date & Time: 07/16/2020 @ 1:30 PM  
New Date & Time: 07/23/2020 @ 1:30 PM

**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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ TAX20000000**

**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

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Navisite, LLC

\_\_\_\_\_  
Company

*Elizabeth Fogarty*

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

07.22.2020

\_\_\_\_\_  
Date

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

RFI: Questions from vendors for TAX20\*17 Cloud Infrastructure

Question 1

What environment are you currently running Oracle?

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**Oracle Enterprise Linux 7**

**Single Virtual Server running on VMWare ESXi 6.5**

**4x2 CPU cores, 3.2 GHz**

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**128 GB Boot drive**

**256 GB Oracle Install**

**1 TB Data**

**1 TB Index**

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Is it a virtualized environment or a physical server environment?

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If it is a virtualized environment, what software is used? Can you provide details on the current environment?

**VMWare ESXi 6.5**

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Will the State of WV be extending the due date passed July 16<sup>th</sup>?

**Yes. New Bid Closing Date will be July 23<sup>rd</sup>, 2020 @ 1:30 PM**

Question 5

Do you have any existing AWS infrastructure within the WV State Tax Dept? If Yes, could you please provide details.

**No**

Question 6

Does WV Tax Dept want AWS certification course training included in the proposal? Our standard certification suggestion is AWS Solution Architect courses that can be delivered remotely, on demand or in classroom.

**Yes**

Question 7

Would you like **FED RAMP** high or moderate? **(3.1.1.1)**

**High**

Question 8

Are you okay with us making assumption's around potential charges such as Outbound data transfer, Extra Storage, Storage Access and Virtual machines? **(3.1.1.6.1 through 3.1.1.6.4)**

**Yes, but these assumptions must be documented.**

Question 9

Are you currently leveraging any legacy hardware into the BCDR (*business continuity and disaster recovery*) Solution? Or would WV Tax Dept like a native AWS BCDR Solution? **(3.1.1.12)**

**No we are not.**

**We will use the system specified here as a DR target for our database server thus it should be able to host our database and, be connected to by our clients if needed.**

Question 10

Would you like managed services provided by the awarded vendor? **(3.1.1.13)**

**We are open to some level of managed systems. Our vision is that state DBAs and SysOps will be involved in maintaining this system as an extension to our on-premise system.**

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What is the FedRAMP certification requirement, FedRAMP moderate or FedRAMP high?

**FedRAMP High**

Question 14

What is the specification of the current on-premises production environment for Oracle 12c version 12.1 Enterprise Edition, i.e. RAC, Physical or Virtual, CPU/RAM/Storage, OS version?

**Oracle 12c version 12.1 Enterprise Edition**

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**1 TB Index**

**1 TB Workspace**

Question 15

What is the dependency and/or ancillary service associated with this production Oracle environment, i.e. Identity Management (AD/Domain Controller service), Web/App front end, transaction etc.?

**The production system is an Oracle Database Server, a print server, and cluster of communications servers. We do not plan to replicate the print server or communications servers at this time.**

Question 16

What is the current backup/restore/HA tool used for the on-premises production environment?

**Backups are taken using two methods:**

**Method 1)**

**Daily RMAN full backups**

**Hourly RMAN archive logs**

**Method 2)**

**Daily EXPDP dumps**

**Both methods are targeted to NFS mount points.**

Question 17

What is the current network topology and Internet bandwidth of the on-premises production location?

**The production system is uplinked to the state data center network via a 1 Gbps link. The state data center provides firewalling/routing/Internet connectivity.**

Question 18

For DR site hosted in the cloud platform, is it required to have access to OS level of the database server?

**Not necessarily, however, our staff must be able (a) to manage backups and restores on the remote system, (b) to start and stop replication from the production system, (c) restore the production system from the remote system, and (d) promote the remote system to production in case of a complete disaster.**

Question 19

What is the RTO/RPO requirement for the production Oracle environment?

**We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.**

Question 20

For 'Interconnectivity with other Cloud Platforms', if a DR site (primary) is set up in one cloud platform, is it required to have another site (secondary) set up in a different cloud platform for the same workload? What would be the purpose of this approach?

**The current vision is a single DR site that replicates the database from our on-premise production system. However, the production system may be moved, at some point, to the cloud and then would need good connectivity to the DR site.**

Question 21

Would this (secondary) site be required to replicate with the on-premises production environment and/or the (primary) DR site with the same RTO/RPO?

**When/if we move the production system to the cloud, we can revisit RTO/RPO requirements.**

Question 22

Can you define amount of the data change every day?

**4.0 - 6.5 Gigabytes per day which is based on the size of transaction logs across a 24 hour period over the past two weeks.**

Question 23

How much amount of data growth is expected in daily, weekly and annually?

**This system is relatively static and does not have a high growth rate. Historically, it has grown < 100 GB per year.**

Question 24

Are there any other third party applications hosted on current infrastructure?

**No.**

Question 25

Can state provide the current Oracle environmental architecture diagram and DB workflow.

**No such diagram exists. There is a single Oracle server which hosts a single database. All connections are local to our data center.**

Question 26

What would be the current breakdown of DB size, Transaction logs, indexes, archive log file.

**Data: 670 GB**

**Index: 200 GB**

**Archive Log: 6.5 GB / day**

Question 27

What are the max and min throttled data transfer expected during core business and after hours

**Best estimate is the size of the transaction logs:**

**Business hours: 200MB – 1,500MB per hour**

**After hours: 10MB - 200 MB per hour**

Question 28

Are there any plans for upgrading the DB software as extended support for current version is expiring in July 2021

**No, we are limited by the application.**

Question 29

Can you provide details on the current data encryption at rest and in transit (e.g., are you leveraging native Oracle DB encryption, what method of in transit encryption is employed?)?

**The on-premise system and clients are clustered together, and no encryption is used in transit. Data is encrypted at rest by the SAN.**

Question 30

Can you please define RTO and RPO requirement for expected DR Solution

**We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.**

Question 31

Do you expect to host any other Application system at DR location other than single VM requirement?

**Not at the moment.**

Question 32

Please elaborate on VPN connectivity requirements for both primary and DR sites.

**There is only a single site involved, the DR site. We will need a means to do both site-to-site connections (in case of failover) and point-to-site (for DBA/SysOps) connections. VPN connection should support multi-factor authentication, allow our SysOps to create and delete users/accounts.**

Question 33

Is there a dedicated direct connectivity requirement from primary location to DR location & Is there existing infrastructure in place for that today.

**No requirements for direct connection. All communications will be across the Public Internet and must be encrypted.**

Question 34

Are there any other compliance and Regulatory requirements (FCC/HIPPA/FCI) etc other than FEDRamp.

**No.**

Question 35

What will be the expected growth rate for transnational/incremental growth per day?

**The system database growth has historically been < 100 GB per year.**

Question 36

FedRAMP compliance can be moderate and High. Can State please clarify if FedRAMO moderate compliance will be sufficient or a FedRAMP high compliance is required

**The nature of our data requires FedRAMP high.**

Question 37

Can State please clarify and define what it means by "Component" with an example of a component? Most cloud infrastructures do not have physical devices/components available to tenants. Cloud components are defined by services.

**We are seeking Infrastructure components hosted in the cloud, i.e. Infrastructure as a Service. Components would be virtual machines, storage LUNs, and services such as VPN.**

Question 38

Can State clarify the meaning of "isolation". Does that mean State is requiring a dedicated instance or a private cloud or is the intent here different?

**Our data must not be commingled with other vendor customers. Other vendor customers must not be able to access any of our data or virtual machines. We are not seeking a private cloud and we recognize that our virtual machines will be hosted in a larger environment.**

Question 39

Is State requiring Site to Site Secure VPN or Remote VON capability?

**Yes. We will need a means to do both site-to-site connections (in case of failover) and point-to-site (for DBA/SysOps) connections. VPN connection should support multi-factor authentication, allow our SysOps to create and delete users/accounts.**

Question 40

State has not required any Cloud Security Control Services such as WAF or Scanning Services. Is State expecting Contractor to provide this as a SaaS solution that encompasses all security controls? If that is the intent then please clarify how contractor will provide and include price that fully includes all security controls?

**These services are not required.**

Question 41

Can State please provide maximum bandwidth it can provide to support replication and backups for uploads and at least 10TB download per month?

**The Oracle system is linked to the state data center at 1 Gbps which will be the limiting factor.**

Question 42

Current Oracle version supported by CSPs is Oracle Enterprise 12.1 and 12.2 minimum. Will State accept 12.2 version of Oracle Enterprise?

**No.**

Question 43

Will State accept Managed Oracle Database , normally referred to as RDS, as an acceptable option or is Oracle BYOL installed on a Virtual instance a requirement.

**A managed Oracle instance is acceptable with these caveats:**

- 1) Our data must not be comingled with other vendor customers.**
- 2) We must be able to schedule backups/restores and failover/failback.**

Question 44

Can state provide encryption requirements, type, and strength?

**FIPS 140-2 encryption compliance is our standard.**

Question 45

Can State clarify if 3rd party replication tool is required or does states intent is to use Oracle RMAN tool for backups and replication?

**We currently use RMAN for our backups and prefer solutions built around such Oracle standard tools. There is no requirement for third-party (non-Oracle) tools.**

Question 46

Can State please clarify if current on premise system uses any replication tool> If so then please provide name of the tool, and if that will be replaced by contractor tool or contractors tool will compliant it

**We have/use no such third-party tools.**

Question 47

Please provide all dependencies as well as connectivities of all systems that feed data to Oracle Database so that when running from cloud, it continue to ingest data.

**The only clients / feeds of this system are in the state data center.**

Question 48

Please clarify how users and dependent application will connect database while running from Cloud

**In the case of a failover to the DR system, all connections will be database level connections from the state data center across a site-to-site VPN to the DR system.**

Question 49

Please clarify who will be responsible for replicating the cloud DB to on-premise after disaster recovery? If Vendor then please clarify if State will provide full access to on-premise Oracle DB to vendor?

**There are two scenarios involved here.**

- 1) Minor incident – on premise system needs synced with DR: We envision that the software solution used to synchronize the two systems will handle this situation. State staff will trigger this re-sync.**
- 2) Major incident – on premise system needs rebuilt from backups. We envision drawing off a backup of the DR system and transferring it on premise to do the restore. State staff will perform the restore but may need help in re-installing any software introduced by this project to reestablish synchronization.**

Question 50

Can State provide RTO, RPO, and retention period for each daily and weekly backups?

**We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.**

**We prefer a 60 day retention period.**

Question 51

Please provide information on State provided Image that contractor will use for launching virtual instance. Will that be a VMWare VDK or a different Image. Please also provide OS type and version

**We will not be providing any image or software for this project.**

Question 52

Please clarify if this requirement is to (a) contractors ability to offer a second Cloud hosting service in future on a different CSP that can connect to on-premise Oracle through VPN (b) ability to provide a second Cloud hosting service in future that can connect to first/existing cloud hosted Oracle (c) a fully configured second cloud that has full Oracle 12.1 or 12.2 installed and synchronizing with on-premise?

**The requirement for this project is a single DR site that will host a replica of our on-premise Oracle system. We are interested in what connectivity options are available should we choose to move the on-premise system to cloud as well.**

Question 53

Is State's intent for contractor to manage Cloud hosted Oracle and responsible for daily operation or will the State be managing that

**We are open to both solutions, however, we will not be bringing any licenses or software to the project. Also, vendor must provide aid in setting up the replication / fail-over tools.**

Question 54

Will state be providing and managing the Oracle DB on cloud or state expects contractor to have DBs available? If so then can State guide where to price management, respiration, monitoring, and DB management services in the Pricing?

**We are open to both solutions, however, we will not be bringing any licenses or software to the project. Also, vendor must provide aid in setting up the replication / fail-over tools.**

Question 55

Will the Contractor be deploying, configuring and performing data migration setup and Oracle on-prem to cloud replication, synchronization and backup setup along with failover and failback rules and configuration or will the state perform this setup? If contractor will be responsible for it then please identify where contractor will price this in the "Exhibit A

**We will need help making any changes to our on-premise system to support the replication. State staff can migrate data to the DR system as needed.**

Question 56

Can the state extend submission date to July 20<sup>th</sup> 9PM?

**New Bid Closing Date will be July 23<sup>rd</sup>, 2020 @ 1:30 PM**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ TAX20000000**

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Company

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Revised 6/8/2012

RFI: Questions from vendors for TAX20\*17 Cloud Infrastructure

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Question 16

What is the current backup/restore/HA tool used for the on-premises production environment?

**Backups are taken using two methods:**

**Method 1)**

**Daily RMAN full backups**

**Hourly RMAN archive logs**

**Method 2)**

**Daily EXPDP dumps**

**Both methods are targeted to NFS mount points.**

Question 17

What is the current network topology and Internet bandwidth of the on-premises production location?

**The production system is uplinked to the state data center network via a 1 Gbps link. The state data center provides firewalling/routing/Internet connectivity.**

Question 18

For DR site hosted in the cloud platform, is it required to have access to OS level of the database server?

**Not necessarily, however, our staff must be able (a) to manage backups and restores on the remote system, (b) to start and stop replication from the production system, (c) restore the production system from the remote system, and (d) promote the remote system to production in case of a complete disaster.**

Question 19

What is the RTO/RPO requirement for the production Oracle environment?

**We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.**

Question 20

For 'Interconnectivity with other Cloud Platforms', if a DR site (primary) is set up in one cloud platform, is it required to have another site (secondary) set up in a different cloud platform for the same workload? What would be the purpose of this approach?

**The current vision is a single DR site that replicates the database from our on-premise production system. However, the production system may be moved, at some point, to the cloud and then would need good connectivity to the DR site.**

Question 21

Would this (secondary) site be required to replicate with the on-premises production environment and/or the (primary) DR site with the same RTO/RPO?

**When/if we move the production system to the cloud, we can revisit RTO/RPO requirements.**

Question 22

Can you define amount of the data change every day?

**4.0 - 6.5 Gigabytes per day which is based on the size of transaction logs across a 24 hour period over the past two weeks.**

Question 23

How much amount of data growth is expected in daily, weekly and annually?

**This system is relatively static and does not have a high growth rate. Historically, it has grown < 100 GB per year.**

Question 24

Are there any other third party applications hosted on current infrastructure?

**No.**

Question 25

Can state provide the current Oracle environmental architecture diagram and DB workflow.

**No such diagram exists. There is a single Oracle server which hosts a single database. All connections are local to our data center.**

Question 26

What would be the current breakdown of DB size, Transaction logs, indexes, archive log file.

**Data: 670 GB**

**Index: 200 GB**

**Archive Log: 6.5 GB / day**

Question 27

What are the max and min throttled data transfer expected during core business and after hours

**Best estimate is the size of the transaction logs:**

**Business hours: 200MB – 1,500MB per hour**

**After hours: 10MB - 200 MB per hour**

Question 28

Are there any plans for upgrading the DB software as extended support for current version is expiring in July 2021

**No, we are limited by the application.**

Question 29

Can you provide details on the current data encryption at rest and in transit (e.g., are you leveraging native Oracle DB encryption, what method of in transit encryption is employed?)?

**The on-premise system and clients are clustered together, and no encryption is used in transit. Data is encrypted at rest by the SAN.**

Question 30

Can you please define RTO and RPO requirement for expected DR Solution

**We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.**

Question 31

Do you expect to host any other Application system at DR location other than single VM requirement?

**Not at the moment.**

Question 32

Please elaborate on VPN connectivity requirements for both primary and DR sites.

**There is only a single site involved, the DR site. We will need a means to do both site-to-site connections (in case of failover) and point-to-site (for DBA/SysOps) connections. VPN connection should support multi-factor authentication, allow our SysOps to create and delete users/accounts.**

Question 33

Is there a dedicated direct connectivity requirement from primary location to DR location & Is there existing infrastructure in place for that today.

**No requirements for direct connection. All communications will be across the Public Internet and must be encrypted.**

Question 34

Are there any other compliance and Regulatory requirements (FCC/HIPPA/FCI) etc other than FEDRamp.

**No.**

Question 35

What will be the expected growth rate for transnational/incremental growth per day?

**The system database growth has historically been < 100 GB per year.**

Question 36

FedRAMP compliance can be moderate and High. Can State please clarify if FedRAMO moderate compliance will be sufficient or a FedRAMP high compliance is required

**The nature of our data requires FedRAMP high.**

Question 37

Can State please clarify and define what it means by "Component" with an example of a component? Most cloud infrastructures do not have physical devices/components available to tenants. Cloud components are defined by services.

**We are seeking Infrastructure components hosted in the cloud, i.e. Infrastructure as a Service. Components would be virtual machines, storage LUNs, and services such as VPN.**

Question 38

Can State clarify the meaning of "isolation". Does that mean State is requiring a dedicated instance or a private cloud or is the intent here different?

**Our data must not be commingled with other vendor customers. Other vendor customers must not be able to access any of our data or virtual machines. We are not seeking a private cloud and we recognize that our virtual machines will be hosted in a larger environment.**

Question 39

Is State requiring Site to Site Secure VPN or Remote VON capability?

**Yes. We will need a means to do both site-to-site connections (in case of failover) and point-to-site (for DBA/SysOps) connections. VPN connection should support multi-factor authentication, allow our SysOps to create and delete users/accounts.**

Question 40

State has not required any Cloud Security Control Services such as WAF or Scanning Services. Is State expecting Contractor to provide this as a SaaS solution that encompasses all security controls? If that is the intent then please clarify how contractor will provide and include price that fully includes all security controls?

**These services are not required.**

Question 41

Can State please provide maximum bandwidth it can provide to support replication and backups for uploads and at least 10TB download per month?

**The Oracle system is linked to the state data center at 1 Gbps which will be the limiting factor.**

Question 42

Current Oracle version supported by CSPs is Oracle Enterprise 12.1 and 12.2 minimum. Will State accept 12.2 version of Oracle Enterprise?

**No.**

Question 43

Will State accept Managed Oracle Database , normally referred to as RDS, as an acceptable option or is Oracle BYOL installed on a Virtual instance a requirement.

**A managed Oracle instance is acceptable with these caveats:**

- 1) Our data must not be comingled with other vendor customers.**
- 2) We must be able to schedule backups/restores and failover/failback.**

Question 44

Can state provide encryption requirements, type, and strength?

**FIPS 140-2 encryption compliance is our standard.**

Question 45

Can State clarify if 3rd party replication tool is required or does states intent is to use Oracle RMAN tool for backups and replication?

**We currently use RMAN for our backups and prefer solutions built around such Oracle standard tools. There is no requirement for third-party (non-Oracle) tools.**

Question 46

Can State please clarify if current on premise system uses any replication tool> If so then please provide name of the tool, and if that will be replaced by contractor tool or contractors tool will compliant it

**We have/use no such third-party tools.**

Question 47

Please provide all dependencies as well as connectivities of all systems that feed data to Oracle Database so that when running from cloud, it continue to ingest data.

**The only clients / feeds of this system are in the state data center.**

Question 48

Please clarify how users and dependent application will connect database while running from Cloud

**In the case of a failover to the DR system, all connections will be database level connections from the state data center across a site-to-site VPN to the DR system.**

Question 49

Please clarify who will be responsible for replicating the cloud DB to on-premise after disaster recovery? If Vendor then please clarify if State will provide full access to on-premise Oracle DB to vendor?

**There are two scenarios involved here.**

- 1) Minor incident – on premise system needs synced with DR: We envision that the software solution used to synchronize the two systems will handle this situation. State staff will trigger this re-sync.**
- 2) Major incident – on premise system needs rebuilt from backups. We envision drawing off a backup of the DR system and transferring it on premise to do the restore. State staff will perform the restore but may need help in re-installing any software introduced by this project to reestablish synchronization.**

Question 50

Can State provide RTO, RPO, and retention period for each daily and weekly backups?

**We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.**

**We prefer a 60 day retention period.**

Question 51

Please provide information on State provided Image that contractor will use for launching virtual instance. Will that be a VMWare VDK or a different Image. Please also provide OS type and version

**We will not be providing any image or software for this project.**

Question 52

Please clarify if this requirement is to (a) contractors ability to offer a second Cloud hosting service in future on a different CSP that can connect to on-premise Oracle through VPN (b) ability to provide a second Cloud hosting service in future that can connect to first/existing cloud hosted Oracle (c) a fully configured second cloud that has full Oracle 12.1 or 12.2 installed and synchronizing with on-premise?

**The requirement for this project is a single DR site that will host a replica of our on-premise Oracle system. We are interested in what connectivity options are available should we choose to move the on-premise system to cloud as well.**

Question 53

Is State's intent for contractor to manage Cloud hosted Oracle and responsible for daily operation or will the State be managing that

**We are open to both solutions, however, we will not be bringing any licenses or software to the project. Also, vendor must provide aid in setting up the replication / fail-over tools.**

Question 54

Will state be providing and managing the Oracle DB on cloud or state expects contractor to have DBs available? If so then can State guide where to price management, respiration, monitoring, and DB management services in the Pricing?

**We are open to both solutions, however, we will not be bringing any licenses or software to the project. Also, vendor must provide aid in setting up the replication / fail-over tools.**

Question 55

Will the Contractor be deploying, configuring and performing data migration setup and Oracle on-prem to cloud replication, synchronization and backup setup along with failover and failback rules and configuration or will the state perform this setup? If contractor will be responsible for it then please identify where contractor will price this in the "Exhibit A

**We will need help making any changes to our on-premise system to support the replication. State staff can migrate data to the DR system as needed.**

Question 56

Can the state extend submission date to July 20<sup>th</sup> 9PM?

**New Bid Closing Date will be July 23<sup>rd</sup>, 2020 @ 1:30 PM**

**Exhibit A - Pricing Page**  
**Cloud Infrastructure**

Item Spec #	Part Number	Item Description	Service Term	Bid item Description and Product Number for Or Equal Product Submission	Service Metric/ Unit of Measure	Est.Quantity	Unit Cost on 12 month term	Extended Cost on 12 month term	Monthly Fee Breakdown	One-time Setup Fee
3.1.1.7		Database Cloud Service - Enterprise Edition	12 Months	Eight (8) cores of fully licensed Oracle Database Server Enterprise 12c version 12.1;	OCPU Per Hour	8	23,759.50	190,076.00	\$12,983.33 (perpetual license cost); \$2,856.33 (monthly annual support)	
3.1.1.7		Managed Oracle DR Server	12 Months	Qty of 1 Oracle DR Server (8 Core, 32 GB RAM) including OS, Database, Backup/Restore, Replication Services and Support	Per Server/Database Instance	1	13,588.32	13,588.32	MRR: 850 (Managed OS/Oracle) + 179.58 (VM) + <b>102.78 (AWS Support)</b>	
3.1.1.15		Compute - Virtual Machine Standard	12 Months	Qty of 1 Managed Windows VM (2 Core, 16 GB RAM) including OS Services and Support	OCPU Per Hour	2	2,279.64	4,559.28	MRR: 129.94 (VM) + 250 (Managed OS)	
3.1.1.15.5		Compute - Windows OS	12 Months	Included in Managed Windows VM	OCPU Per Hour	2	0.00	0.00	0	
3.1.1.8		Block Volume	12 Months	Storage Volumes for Oracle DR Server and Windows VM	Gigabyte Storage Capacity per Month	4096	1.44	5,898.24	\$491.52	
3.1.1.4		Outbound Data Transfer - First 10 terabytes per month	12 Months		Gigabyte Outbound Data Transfer Per Month	1024	1.86	1,902.80	\$158.57	
3.1.1.6.1		Outbound Data Transfer - Over 10 terabytes per month	12 Months		Gigabyte Outbound Data Transfer Per Month	1024	1.86	1,902.80	\$158.57	
3.1.1.3		Managed Network and Security Service	12 Months	Managed Service including VPN, Security Policy, Access Management etc.	Per Managed Environment	1	450.00	450.00	MRR: \$400 (per VPC) + \$47.58 (per S2S VPN)	
3.1.1.9		Object Storage	12 Months		Gigabyte Storage Capacity Per Month	6144	0.47	2,875.39	\$239.62	
3.1.1.10		Object Storage Requests	12 Months		10,000 Requests Per Month	1,000	0.65	648.00	\$54	
3.1.1.17		Training		T&M based training activities based upon requirements	Lump Sum	1	150.00	150.00		
							<b>Total Bid Amount</b>	222,050.83	\$18,504.24	\$1,500.00

The Pricing Page contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.