



West Virginia Office of Technology
Disaster Recovery Services
Technical Proposal

Prepared expressly for:

Krista Ferrell



August 30, 2012

Submitted by:

Nancy Pettit
Recovery Point
75 West Watkins Mill Road
Gaithersburg, MD 20878

npettit@recoverypoint.com
240.632.7000 phone
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RECEIVED

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WV PURCHASING
DIVISION

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LETTER OF TRANSMITTAL

August 30, 2012

Krista Ferrell
Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Dear Ms. Ferrell:

Please find enclosed Recovery Point's proposal for Request for Quotation, No. ISCN0003, Disaster Recovery Services, presented to the State of West Virginia/West Virginia Office of Technology (WVOT). Recovery Point is a national provider of Integrated Business Continuity Solutions. Recovery Point pioneered an all-inclusive service delivery model for disaster recovery services that will provide WVOT with a comprehensive mainframe recovery solution that meets or exceeds all aspects of the State's stated requirements.

We hope to demonstrate to you and the rest of your team in the following why a Recovery Point solution is the very best fit and value for WVOT. We are committed to providing the State with flexibility, value and industry best practices via our contract terms, pricing structure, and decades of real-world experience.

We appreciate the opportunity to propose our Services, and will be pleased to discuss any aspect of this proposal in further detail. It is my hope that our response to this RFQ will meet with your approval.

Sincerely,



Marc H. Langer
President

EXECUTIVE SUMMARY

Recovery Point Systems, Inc. ("Recovery Point") is pleased to present the State of West Virginia / West Virginia Office of Technology with an integrated suite of disaster recovery services delivered by a team of IT professionals with great depth of business continuity resources and skills to meet the requirements of RFQ #ISCN0003 for Disaster Recovery Services.

Our proposal is fully compliant with the technical requirements of the State's Disaster Recovery RFQ, and services will be delivered in accordance with the Statement of Work for Recovery Services attached. We look forward to demonstrating our industry-leading capabilities during the upcoming bid-review process. Recovery Point is a national provider of Integrated Business Continuity Solutions to government agencies and commercial and non-profit organizations of all sizes. Recovery Point stands alone as the only disaster recovery provider to offer all recovery services in a single integrated contract. We specifically designed our fully integrated service delivery model to address customers' demand for solutions that allow them to rely on a single provider in the event of a calamity. As a result, our service delivery model reduces risk, eliminates vendor fragmentation and accelerates recovery processes by providing within our all-inclusive, highly secure facilities the complete range of resources required to survive a catastrophic event.

Recovery Point's solutions include subscription-based Hot Site, Cold Site and Work Area recovery services, Managed Hosting and Carrier-Class Network services, Cloud Backup and Recovery, Off-Site Data Storage Services and Business Continuity Consulting Services. We deliver solutions at six facilities in Maryland, Wisconsin, Pennsylvania and Illinois. Recovery Point offers an unmatched ratio of full-time, on-site support personnel to clients. Averaging 15 years of experience, our staff of seasoned, credentialed professionals stands ready to assist clients during tests and actual disaster events.

Recovery Point believes that excellence in service is demonstrated by client success. We are only successful in our mission when you are successful in yours. At all times, we strive to ensure that every client meets its program objectives. From clients with the most complex enterprise recovery requirements to those with basic data storage needs, our goal is always the same: We focus on helping you meet your program objectives, RTOs and RPOs because they are the key to your successfully recovering in a real disaster.



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

Solicitation

NUMBER
ISCN0003

PAGE
1

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED
08/08/2012

BID OPENING DATE: 08/30/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-20		
DISASTER RECOVERY SERVICES AGREEMENT						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH DISASTER RECOVERY SERVICES PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ ISCN0003 ***** TOTAL:						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

| A **MANDATORY PRE-BID** meeting will be held at the following place and time:

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

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

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: August 20, 2012 at 5:00 PM EST

Submit Questions to: Krista S. Ferrell, Buyer Supervisor-File 21
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304-558-4115
Email: Krista.s.ferrell@wv.gov

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

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

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

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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

BID TYPE: | Technical
 | Cost

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

Bid Opening Date and Time: August 30, 2012 at 1:30 PM EST

Revised per Addendum Number 2: Bid Opening Date is extended to: 09/04/2012
Bid Opening Time remains: 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

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

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

[| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

[| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

[| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[| **Commercial General Liability Insurance:**
or more.

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

[|

[|

[|

[|

[|

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

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

[|

[|

[|

[|

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

- 9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

- 10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- 11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

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

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

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

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.

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

SPECIFICATIONS

1. PURPOSE AND SCOPE:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for mainframe and network disaster recovery services. The services will include the use of an alternate processing facility / recovery center, both for testing purposes and in the event of an Agency-declared disaster. WVOT (the Agency) provides essential IT services, including mainframe and network/backbone support, to State agencies. Disaster recovery services are critical to that mission.

2. AGENCY'S CURRENT ENVIRONMENT

2.1. BACKUP PROCEDURES:

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

2.2. HARDWARE / SOFTWARE

2.2.1 HARDWARE

<u>Quantity</u>	<u>Machine/Product</u>	<u>Product Description</u>
1	2098-V02	IBM enterprise server configured with 3 processors and 24 GB of memory. (Two processors are CP with 797 MIPS; one processor is an IFL with 366 MIPS.) Contains PRISM feature, 3 LP ARS, and an IFL: <u>LPAR1 (z/OS production LPAR # 1);</u> <u>LPAR2 (z/OS production LPAR # 2);</u> <u>LPAR3 (z/OS test LPAR # 3);</u> <u>IFL (z/VM IFL with Linux).</u>
1	2105-800	IBM enterprise storage server configured with 6TB of usable storage. The device supports the following types of full-volume formatted storage: 3390-9 and 3390- 3 (enterprise); and 3390-9 and 3390-3 (open systems - Linux).
1	3584-L23	IBM TS3500 Tape Library capable of supporting IBM 3592 extended-data tape cartridges
6	3592-E05	IBM TS 1120 Tape Drives

1	3957-V06	IBM TS7740 Virtualization Engine
1	3957-VEA	IBM TS7720 Virtualization Engine Server
2	OSAEExpress 1000 Base-T	Total of 4 ports.
1	OSAEExpress GbE	Total of 2 ports
2	OSAEExpress 10 GbE	Total of 4 ports

2.2.2 SOFTWARE

Partition 1

z/OS V 1.11 operating system (in transition to V1.13)

CICS R3.2

DB2 V9 (in transition to V10)

Numerous ISV products

Partition 2

z/OS V1.11 operating system (in transition to V1.13)

CICS R3.2

CA-Datacom products

Partition 3 (IFL)

z/VM (Version 6.1) operating system

Linux SUSE 9, 10, 11

Oracle 9i, 10g, 11g

3. TECHNICAL REQUIREMENTS AT RECOVERY CENTER

The following equipment and capacity, or equal, shall be available to the Agency at the recovery center for scheduled testing, and immediately upon Agency-declaration of a disaster.

<u>Quantity</u>	<u>Machine/Product</u>	<u>Product Description</u>
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1	IBM z-Series Enterprise Server	Capable of at least 797 MIPS utilizing, at a minimum, 2 CP processors, 1 IFL, 24GB of memory; partitioned using PR/SM into two LPARs; with a dynamic storage area of up to 8000 KB (for use on CICS). <u>LPAR1 (z/OS production LPAR)</u> <u>LPAR2 (VM LPAR)</u>
1	Enterprise Storage Server	Configured with 6TB of usable storage; capable of supporting both 3390-9 and 3390-3 types of full-volume storage; and capable of performing, at a minimum, 3500 I/Os per second.
1	IBM 3584-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended-data tape cartridges
6	IBM 3592-E05	IBM TSI120 Tape Drives
200	IBM 3592 I/O slots	Slots for extended-data tape cartridges
6	PC Workstations	For use as operator consoles and TN3270 sessions
1	OSAEExpress GbE SX	Total of 2 ports.
2	OSAEExpress 1000 Base-T	Total of 4 ports.
2	OSAEExpress 10 GbE SR	Total of 4 ports.
1	T1	The State of WV will be responsible for providing the line and any necessary expenses involving T1 connections at the vendor recovery center. The T1 connection will terminate at a customer-supplied router located at the recovery center. (Also see Section 4, item 8.)
1	Line	Analog Line for Dial-In to Router
1	Modem	V.92 for router connectivity
1	CISCO 3845	Router with the following features: 3845 w/AC PWR,2GE,1SFP,4NME,4HWIC, IP Base, 64F/256D
1	S384AISK9-12418	CISCO 3845 ADVANCED IP SERVICES

2	NM-1GE	1 Port GE Network Module
1	NM-1T3/E3	One port T3/E3 network module
1	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
2	GLC-T=	1000BASE-T SFP
1	CISCO GbE Switch with the following features: WS-C3560G-24TS-S Catalyst 3560 24 10/100/1000T + 4 SFP Standard Image; 2 GLC-SX-MM= GE SFP, LC connector SX transceivers; fiber cables as required to connect the switch to the OSA ports on the recovery enterprise server.	
1	CISCO SMARTNET 24x7x4 for above equipment	

4. GENERAL SPECIFICATIONS

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

Recovery Point Response:

Recovery Point delivers recovery services at the following six (6) locations:

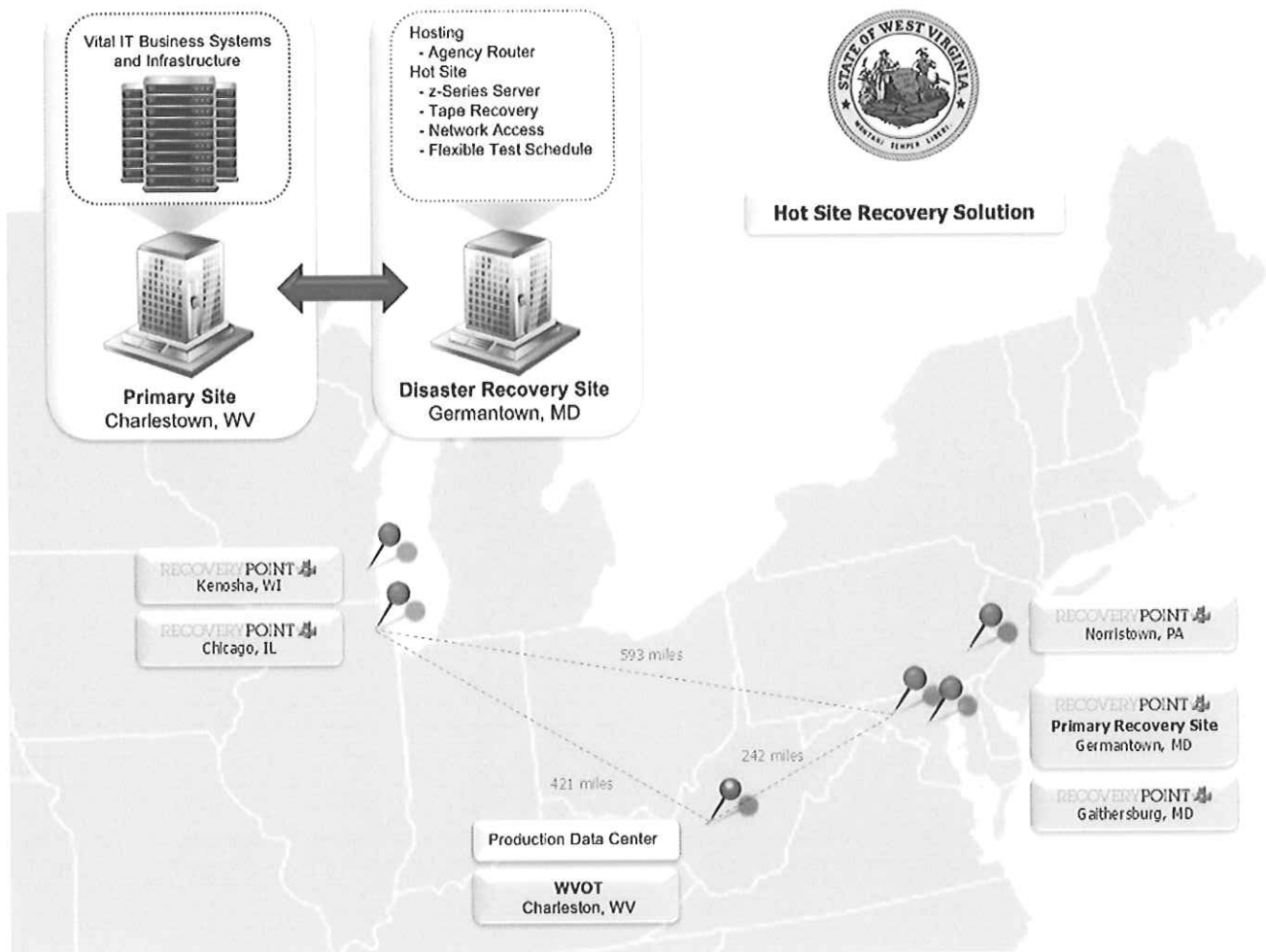
- 75 West Watkins Mill Road, Gaithersburg, Maryland
- 20441 Century Boulevard, Germantown, Maryland
- 3618 8th Avenue, Kenosha, Wisconsin
- 800 E. Business Center Drive, Mt. Prospect, IL
- 3949 Schelden Circle, Bethlehem, Pennsylvania (media storage)
- 1000 Adams Avenue, Valley Forge, Pennsylvania (partner facility)

Germantown, Maryland is proposed the primary recovery center for WVOT.

- 4.2. Recovery services in support of the Agency shall be concentrated at a single recovery center. The recovery center shall be located no further than 500 miles from the customer's site, which is located at 1900 Kanawha Boulevard East, Charleston, WV 25305.

Recovery Point Response:

Recovery Point meets this requirement. The proposed recovery center is about 242 miles as the crow flies from Charleston, WV. The driving distance between the two locations is 334 miles – less than a six (6) hour drive.



- 4.3. The Vendor shall maintain technical compatibility with the Agency as the Agency upgrades hardware, software, and network configurations during the life of the contract resulting from this RFQ.

Recovery Point Response:

Recovery Point agrees to meet this requirement.

- 4.4. At no additional cost, the Agency shall have access to, and use of, the vendor's recovery center, and equipment configuration (as specified in Section 4 of this RFQ), for up to 80 hours each year, in order to test its disaster procedures. The Agency anticipates performing one inclusive test each calendar year, but it reserves the right to perform multiple tests. In either case, the total test-time will not exceed 80 hours a year.

Recovery Point Response:

Recovery Point agrees to meet this requirement. Up to 80 hours of test time per year has been included.

- 4.5. The Agency will consult with the vendor in scheduling test time. The Vendor shall provide the Agency with a scheduled block of test time within 30 days of Agency request. The actual test shall start no less than 60 days thereafter, in order for the Agency to have time to prepare properly. The Agency's testing shall include, but not be limited to: loading and testing the Agency's mainframe operating systems, restoration of the State's backbone network, restoration of critical State applications and databases, batch processing, and communications testing.

Recovery Point Response:

Recovery Point agrees to meet this requirement. Test time is normally scheduled a minimum of six weeks in advance. Clients may also pre-schedule tests for the entire duration of a contract.

- 4.6. Immediately upon the conclusion of each of the agency's tests and actual disaster recovery events, the vendor shall perform a minimum initialization of the Direct Access Storage Device (DASD) volumes that were used by the Agency. If the agency requires a more thorough erasure of its data from DASD, the Agency will be responsible for performing the task, and will perform it after each test (within the 60 hour window) or immediately upon the conclusion of any actual disaster recovery event.

Recovery Point Response:

Recovery Point agrees to meet this requirement. We also offer higher-grade disk wiping services at additional cost. The time for the type of disk erasure required above is not charged against test time but is accomplished by Recovery Point, after the test.

- 4.7. The Vendor shall provide technical support personnel, including systems programmers and network engineers, to assist the Agency in the planning of tests, and during events at the recovery facility. The same support shall be available to the Agency 24/7 during tests and customer-declared disasters.

Recovery Point Response:

Recovery Point agrees to meet this requirement.

Recovery Point provides an unmatched ratio of administrative, account management and credentialed technical staff to support its clients. There are 70+ full-time employees engaged in supporting a wide variety of disaster recovery services, from network specialists to system engineering and platform support engineers to Account Managers, Project Managers and media backup and support personnel. Our staff averages over 15+ years of experience each. Key employees are cleared by the Department of Defense at the Top Secret Level, as well as by other individual Federal agencies for equivalent, agency-specific requirements. Recovery Point offers a full tuition reimbursement program to all technical employees as they advance their skills in formal certification programs and grows its workforce with careful selections each year, in proportion to its increasing client load.

In addition to internal corporate staff, Recovery Point maintains close relationships with highly qualified industry partners that can support key environments on demand with credentialed resources. Examples include the full range of Cisco certifications, Microsoft certified system architects, MCSEs and MSCSs and staff with in-depth experience in architecture design and implementation of pSeries, IBM BladeCenter, xSeries servers, Windows OS, VMware, Exchange, Netware, Active Directory and a variety of other IBM and Microsoft disciplines. Recovery Point also holds open support contracts with IBM and Microsoft. Recovery Point's support structure is described below.

Account Manager

Each client is assigned an Account Manager who acts as the primary interface with Recovery Point and assumes primary responsibility for ensuring that the client's goals and budget priorities for business continuity are met. The Account Manager is responsible for finalizing initial provisioning requirements and assuring that any required contract changes are processed promptly and accurately over the course of the contract. The Account Manager engages sales and technical support specialists to address client needs when necessary and is responsible for overall satisfaction with Recovery Point's services. After each exercise is completed, he or she will meet with you and the Project Manager to review the results via a post-test assessment, identify action items, catalog lessons learned and determine if any contract modifications are needed as a result of the test. Account Managers also keep clients abreast of new technologies and solutions offered by Recovery Point that may reduce cost or improve efficiency.

Project Manager

Project Managers provide the primary point of contact for delivery of Recovery Point's services during any event (i.e., an exercise or recovery). The Project Manager assures that all pre-test planning has been properly completed for recovery exercises and that the entire recovery support process is in place, including all hardware, peripherals and connectivity necessary for a successful exercise or recovery. The Project Manager is also responsible for assuring that the correct on-site Technical Support Teams are assigned and available for each event to provide appropriate technical, operational and administrative support.

Technical Support Teams

Recovery Point's Technical Support Teams will be available on-site for the entire duration of any test or disaster event. Highly qualified platform, network and telephony support specialists will be available to assist your organization's IT team with the infrastructure, equipment and connectivity provided by Recovery Point. They will make the first attempt at resolving any problems. When necessary, the issue will be escalated to the Project Manager and then to the Director of Operations for resolution. During a test or an actual disaster, the target time between problem identification and plan of resolution is 30 minutes. Recovery Point streamlines the support chain of command and provides every client with direct access to top-level management, rather than requiring them to navigate through a large bureaucracy.

Recovery Point has the personnel to handle the most complex requirements, including numerous concurrent declarations, yet we are always staffed to remember your name.

- 4.8. The Agency will ship a router to the vendor after award of bid. The Vendor shall install the router, house it in a secure cabinet, and ensure that it remains fully operational at all times. At the time of a scheduled disaster recovery test or declared disaster, the Vendor shall connect the Agency's router to the vendor's router. The Vendor shall, upon Agency request, provide the exact cabinet location of the router.

Recovery Point Response:

Recovery Point agrees to meet all conditions of this requirement.

- 4.9. The recovery center shall feature uninterruptible power supply (UPS) units, batteries, diesel generators, redundant transformers, redundant chillers/air conditioners, smoke and water detectors, fire suppression systems, 24-hour guard service, and closed circuit TV monitoring.

Recovery Point Response:

A full description of the proposed facility is provided in response to 4.12.

Electrical Features:

- Diverse underground power conduits from substations to facility CT cabinets
- 2N, interior 15kV transformers
- 2N diesel power plants rated for full building load
- Seven-day diesel fuel supply on-site with fuel polishing systems
- 2N UPS with 10-minute battery duration (NOT a flywheel system)
- UL Listed SRG grid in all data centers per IEEE Standard 1100-1992
- Dual cording to client equipment

Mechanical Features:

- 2N chiller plant
- 2N CRAC in data centers
- Full BMS systems to maintain temperature and humidity targets
- Dual-fuel boiler plant – natural gas or diesel
- Building-wide UL fire sprinkler systems
- Pre-action dry pipe sprinkler and FM200 systems in all data centers
- Self-sealing building designed for chem/bio air purification systems

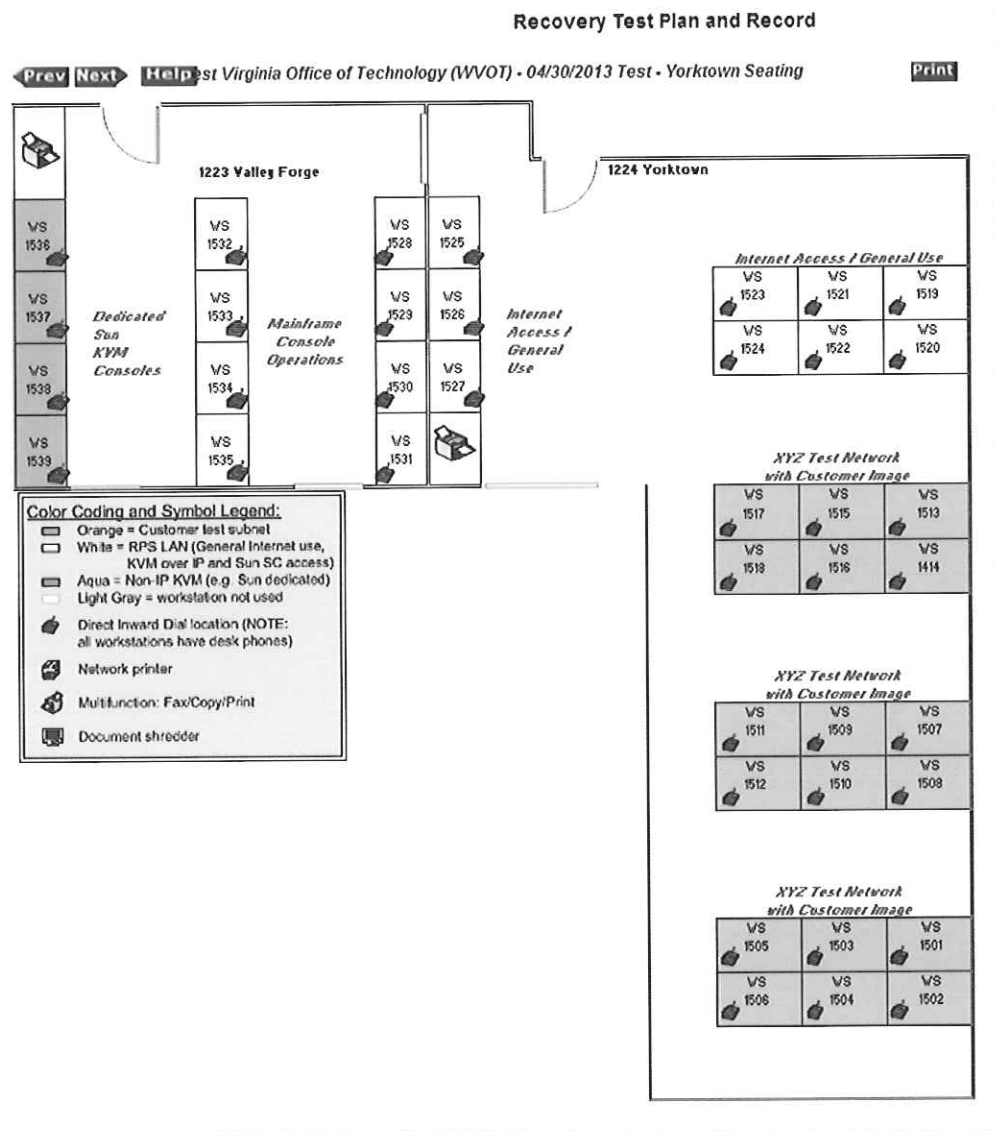
Access Control Features:

- Exterior entrances are locked at all times
- CCTV and programmable proximity access control systems provided
- Exterior doors meet UL 907 for ballistic protection
- Exterior doors meet ASTM 1540 standard for forced entry protection
- Blast windows meet GSA ISC criteria for Level D protection
- Interior lobbies are blast/ballistic containment areas per GSA/ISC requirements
- Proximity access control system with supplemental biometric authentication
- UL Grade AA-Extent III alarm services provided
- Biometric authentication and full-time escort required for access to data centers

4.10. The Vendor shall provide the Agency with office facilities during testing and disasters. The facilities shall be located at the recovery center and shall include at least 600 square feet of office space, chairs, work surfaces, terminals connected to the recovery CPU, at least six (6) telephones connected to long-distance service, a printer, and Internet access.

Recovery Point Response:

Test seating is allocated according to the contract configuration and client requirements. Six (6) work area positions have been included with this proposal. The test seating plan is developed along with the overall test plan uniquely for each client. Recovery Point is provisioned with multiple test suites with capacities ranging from eight to forty positions as well as multiple 100-seat Work Area suites with private offices and conference facilities. Recovery Point works closely with each client to provide generous and appropriate seating for testing. Below is a sample test seating plan.



Internet test bandwidth is available from T1 to 1GB, with 10Mbps as the standard provisioning. Long distance capacity is generally not limited during testing but is billed back to the client.

All Work Area suites share common ergonomics and design features, including private offices, server rooms and strategy/conference rooms. All Recovery Point sites are interconnected so that the phone system presents one appearance, no matter where a client is working. All Recovery Point Work Area facilities are compliant with the Americans with Disabilities Act.

Recovery Point also offers "virtual" Work Area positions which provide full VOIP telephony services and bandwidth for data access. In the event of significant demand for physical seats, these can be deployed wherever Internet access is available. Virtual telephony services for remote users are provided using Alcatel's PC-based Virtual IP soft phones. These phones include optional ACD functionality and are individually licensed with fixed extensions.

Typical Ergonomics:

- 60-inch high x 54-inch wide workspace, with acoustical panels
- Two drawers of lockable storage
- Articulating keyboard/mouse tray under each desk
- Fully adjustable ergonomic armchairs

Typical Desktop Provisioning:

- Intel-based PC with at least 2.0 GHz processor and 1GB RAM
- 17-inch color monitor
- 160GB disk drive
- CD-RW / DVD-ROM
- T1 Internet connection
- Redundant (four total) voice and network ports

Typical Voice Provisioning Features:

- Alcatel Omni PCX Enterprise IP redundant multimedia VOIP/Digital PBX
- Redundant call processors networked across multiple sites
- Full ACD functionality
- Remote and local access voice-mail
- Wireless units available for customer tests
- Alcatel VOIP 24-button digital display sets with speaker chip

Typical Site Amenities:

- Ample, private parking spaces
- Strategy rooms with voice/data connections
- Conference rooms voice/data connections and cable television
- Kitchens and lounges
- Whiteboards
- Copiers and fax machines
- Laser and color printers
- Sleeping rooms in Germantown, Maryland

- 4.11. The Vendor shall have at least three (3) years of experience in assisting clients in recovering IBM mainframe-based applications at its recovery center(s).

Recovery Point Response:

Recovery Point has provided recovery services since 2001 and, specifically, IBM mainframe recovery services since 2005.

- 4.12. The Vendor shall provide an overview of the proposed recovery center. The overview shall include at least a written description of the facility, and should include photographs of the facility; driving directions to the facility from the Agency's site at 1900 Kanawha Boulevard East, Charleston, WV; driving directions to the facility from nearby airports; and a map(s) indicating the location of the facility, recommended routes, and nearby lodging.

Recovery Point Response:

4.12.1 Facility Description

The proposed primary location is a secure, 115,000 sq. ft. enterprise disaster recovery center that was purpose-built to mitigate risks associated with any single point of infrastructure failure and to operate on an extended basis without access to municipal utilities. Its unique physical security and infrastructure design attributes make it the most resilient commercial facility in the United States.

Intended to provide maximum protection for occupants and their assets, the facility was designed to meet the GSA Level D building blast resistance standards for new Federal office buildings as promulgated by the Interagency Security Committee pursuant to Executive Order 12977. The structural system of the building also meets the design criteria for a Category III Type Building for seismic and wind loads. A Category III Building is designed to be an essential facility similar to police stations, emergency shelters and emergency operations shelters as described in Table 1604.5 of the International Building Code (IBC).

Recovery Point's hosting infrastructure has received formal design certification at Tier III (concurrent maintainability) from The Uptime Institute. This primary facility is attached to the backup recovery location by a ring of eight pairs of dark fiber which provide resilient, Layer 1 connectivity.

Site Features:

- Fenced, 17-acre site
- No signage, tenants or public access
- DOS K12/ASTM M50 anti-ram vehicle perimeter in process at 100-ft. mark
- Private drainage system – sited above the 100-year flood plain
- More than 450 secure, dedicated parking spaces for clients – no public or shared access
- UL Standard 96A Master Label for lightning protection and grounding
- Category 3 (I-105) fully adhered 100mph+ EPDM roof
- Five hitching posts providing power network and sanitation for mobile units
- Planned rooftop helipad

Electrical Features:

- Diverse underground power conduits from substations to facility CT cabinets
- 2N, interior 15kV transformers
- 2N diesel power plants rated for full building load
- Seven-day diesel fuel supply on-site with fuel polishing systems
- 2N UPS with 10-minute battery duration (NOT a flywheel system)
- UL Listed SRG grid in all data centers per IEEE Standard 1100-1992
- Dual cording to client equipment

Mechanical Features:

- 2N chiller plant
- 2N CRAC in data centers
- Full BMS systems to maintain temperature and humidity targets
- Dual-fuel boiler plant – natural gas or diesel
- Building-wide UL fire sprinkler systems
- Pre-action dry pipe sprinkler and FM200 systems in all data centers
- Self-sealing building designed for chem/bio air purification systems

Access Control Features:

- Exterior entrances are locked at all times
- CCTV and programmable proximity access control systems provided
- Exterior doors meet UL 907 for ballistic protection
- Exterior doors meet ASTM 1540 standard for forced entry protection
- Blast windows meet GSA ISC criteria for Level D protection
- Interior lobbies are blast/ballistic containment areas per GSA/ISC requirements
- Proximity access control system with supplemental biometric authentication
- UL Grade AA-Extent III alarm services provided
- Biometric authentication and full-time escort required for access to data centers

Network Features:

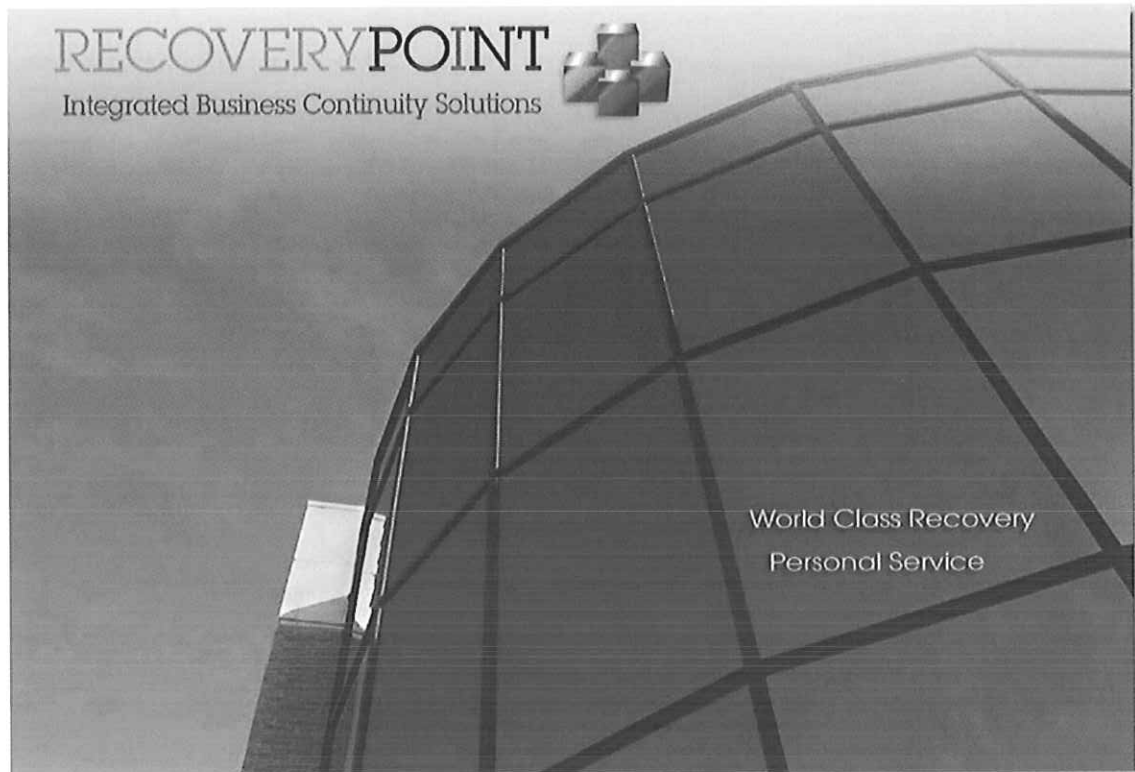
- Carrier neutral access via diversely routed dark fiber to major peering points
- Diversely routed, dark fiber backbone to alternate Recovery Point site
- Diverse building entry points for multiple Tier 1 lit carriers
- Dual building DMARCs 200 ft. apart
- Exclusive conduit available from street to servers
- Shares VOIP systems and services with all other sites
- Provisioned for customer-owned satellite facilities

Recovery Point's processes and internal controls are regularly reviewed by third party auditors for safety and reliability. A current SSAE 16 SOC2 audit dated within 12 months is available upon request. Subject to mutually agreeable terms concerning scope and confidentiality, Recovery Point will support inspections by client auditors.

Recovery Management Act ("FISMA") security control assessment per NIST Special Publication 800-37 to certify Point is presently engaged in preparing its Federal Information Security and complete its accreditation package for Federal agencies.

4.12.2 Facility Photographs

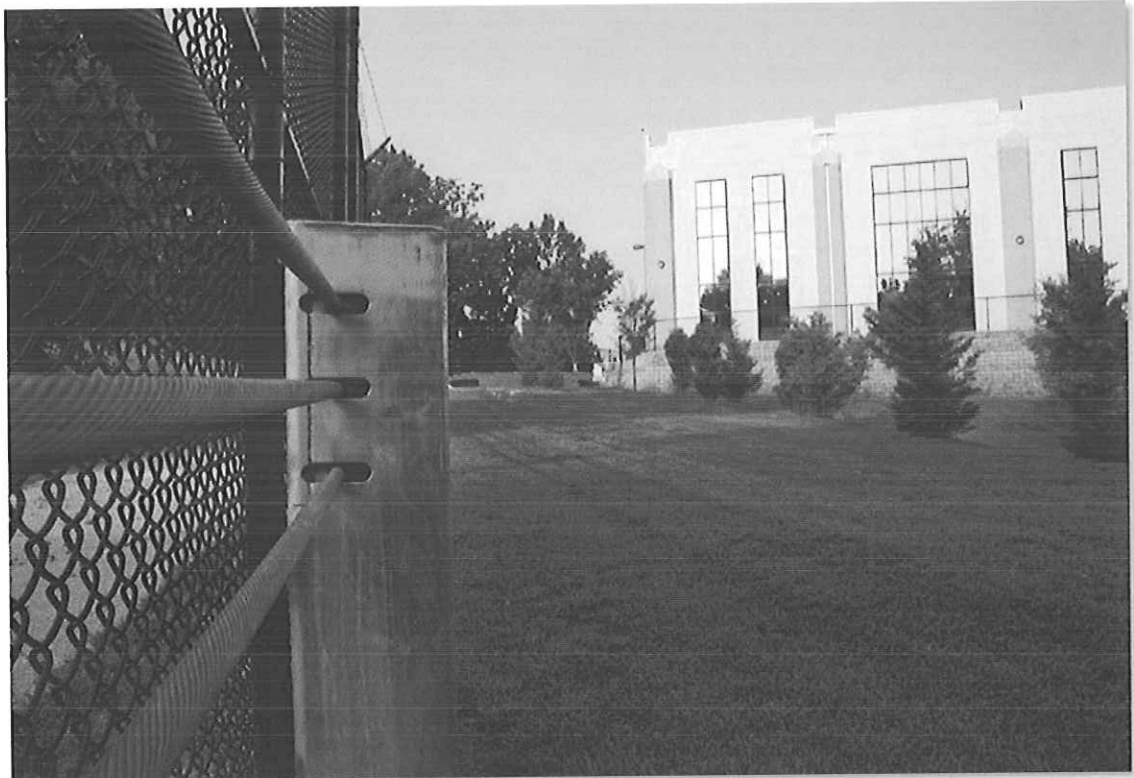
Following is a “virtual tour” of Recovery Point’s Germantown, and Gaithersburg, Maryland facilities. The tour provides a pictorial walkthrough of the facilities, amenities and infrastructure.



Welcome to the Germantown Facility



Perimeter Security Fencing



Ample, Secure Parking for Clients



Entrance Lobby and Security Station



Introductory Briefing Facilities



Client Lounge and Catering



Client Cafe



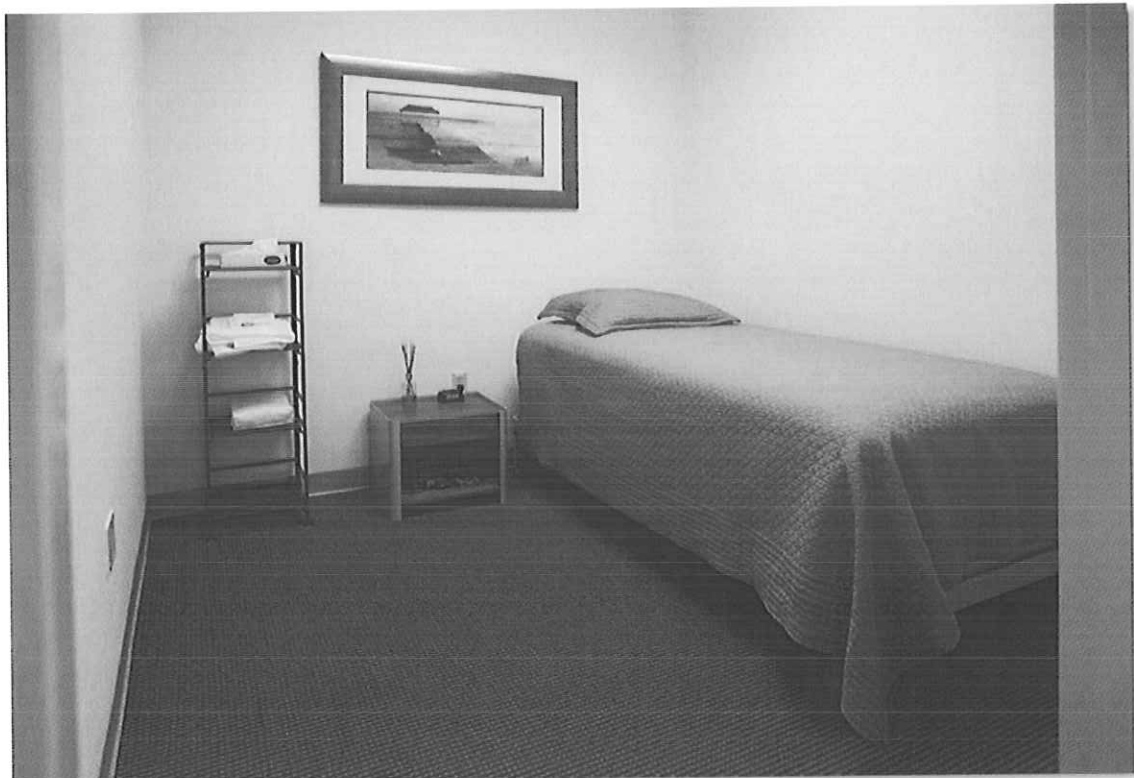
Outdoor Patio



Client Conference Rooms



Sleeping Rooms



Client Storage Lockers



Security Portal



Mid Range Test Suite



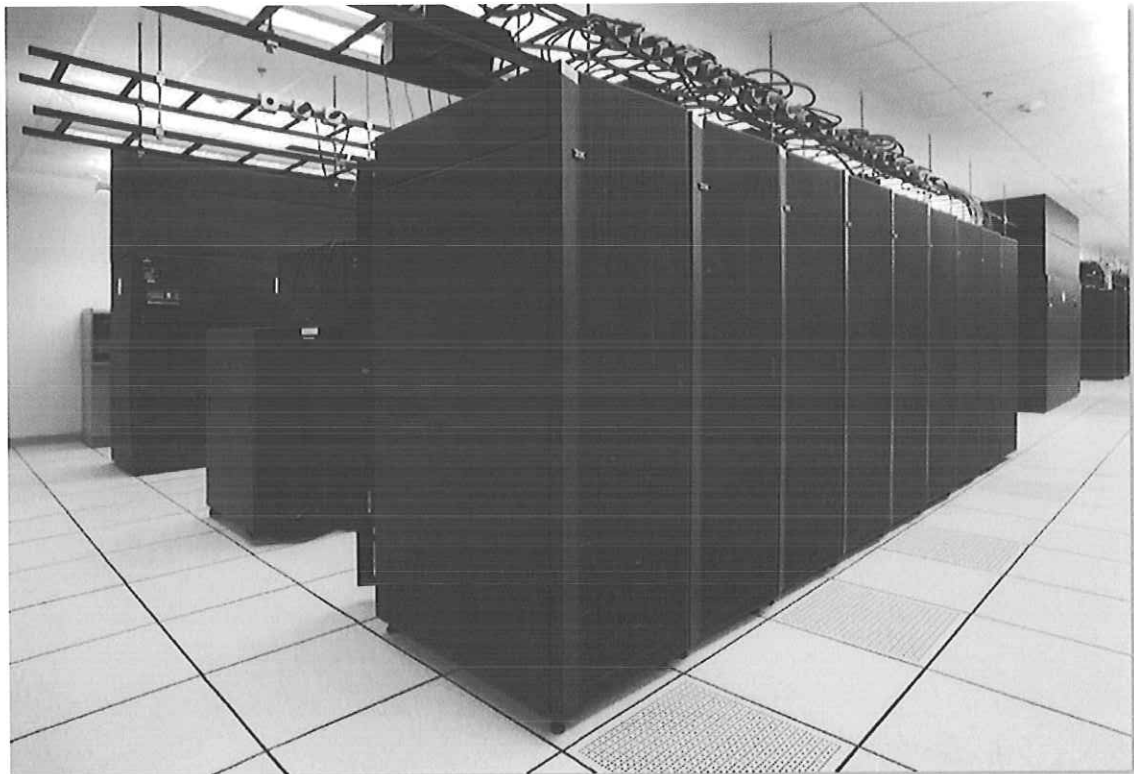
Mainframe Test Suite



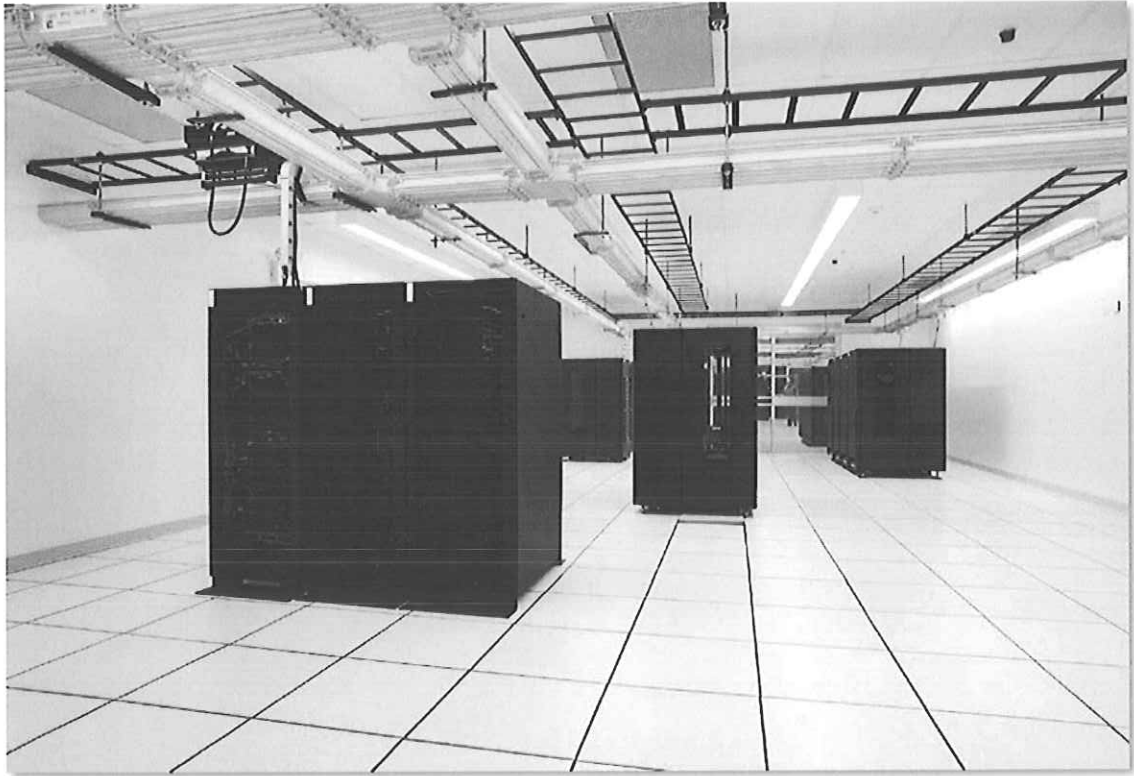
Mainframe Recovery Infrastructure



Mid Range Recovery Infrastructure



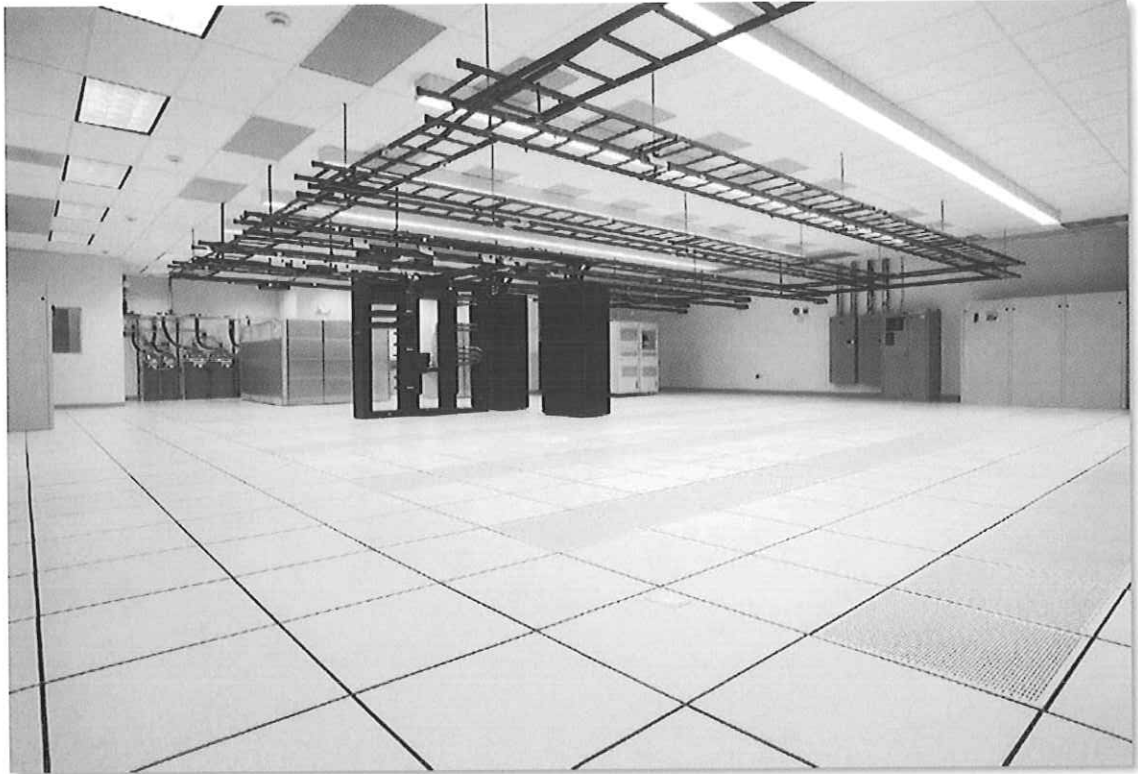
Tape Subsystems



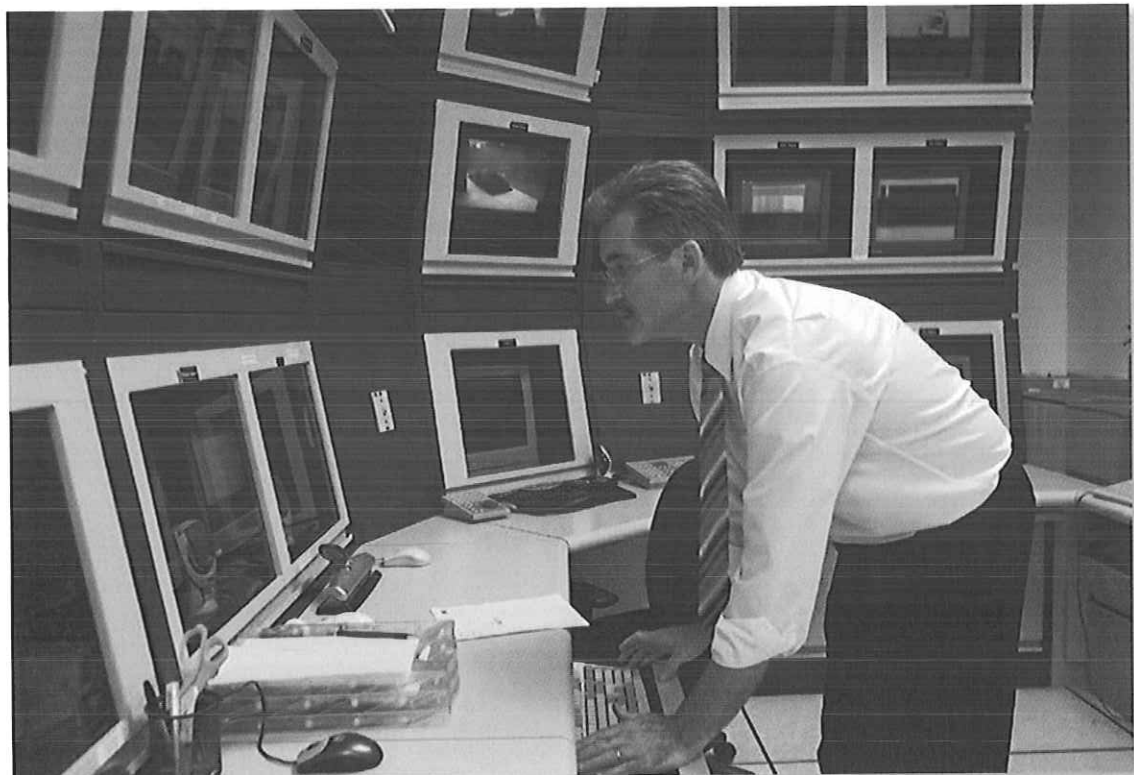
Gaithersburg Facility – Tape Vaults and Cold Site



Cold Site



Tape Vaulting Control Room



Tape Vault and Racking



Tape Vault Loading Dock



Biometric Authentication to Access Hosting Facilities



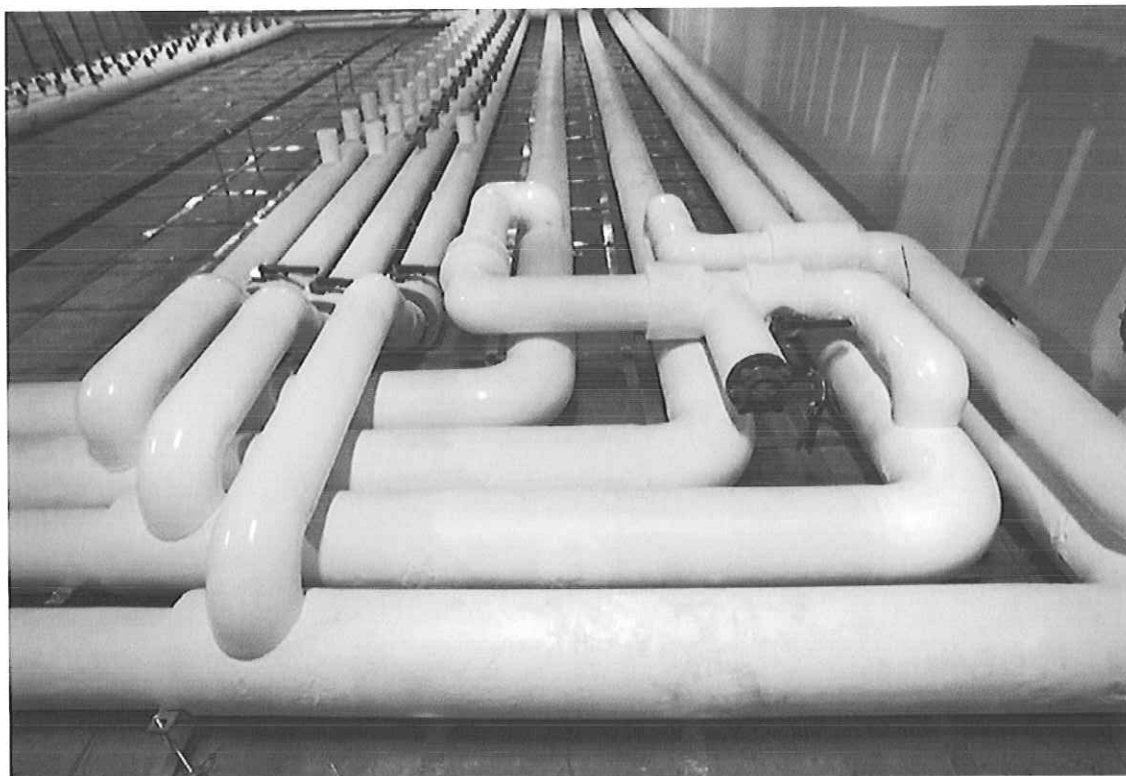
Tier III Design Certified Hosting Infrastructure



Dual Internal Substations



Tier III Designed Concurrently Maintainable Chilled Water System



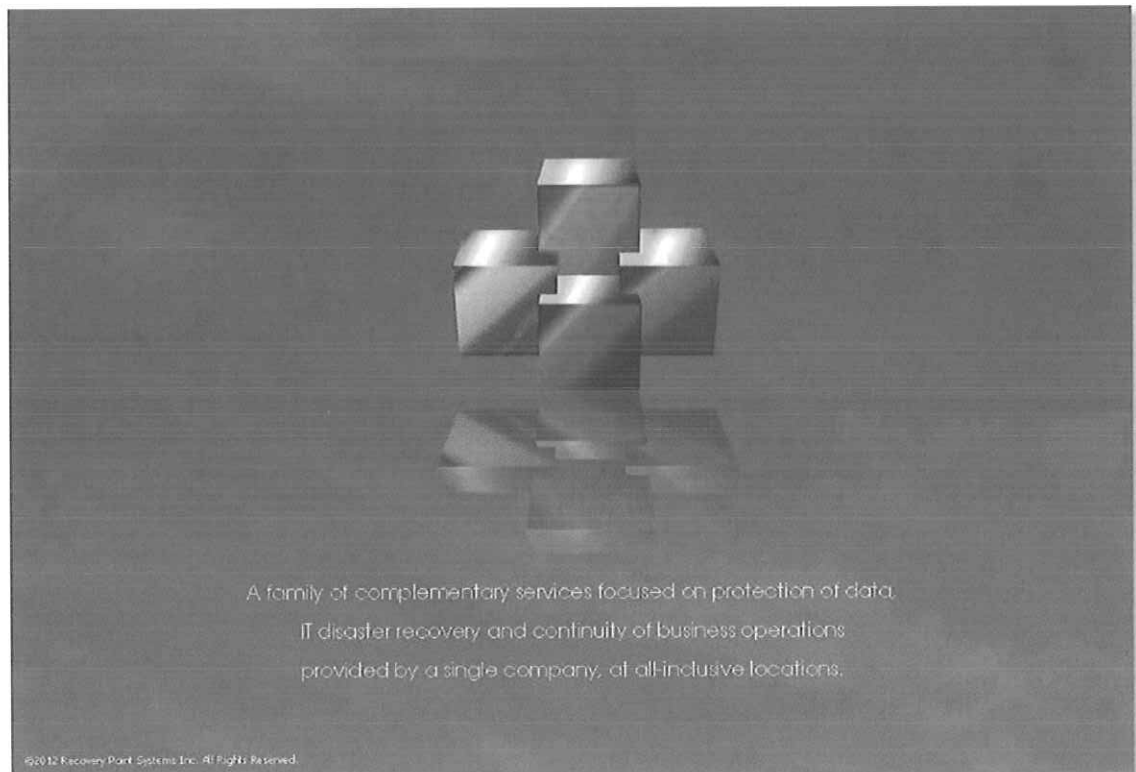
Typical 100 Seat Work Area Suite



Client Strategy Rooms



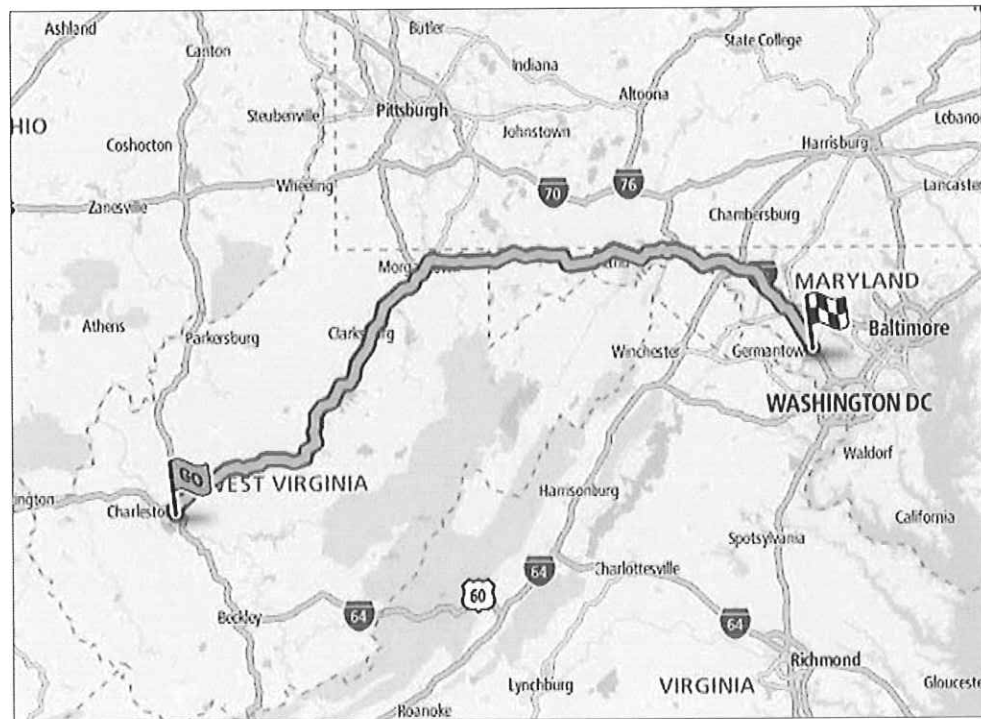
Uncompromising Commitment to Every Customer's Success



4.12.3 Driving Directions

From: 1900 Kanawha Boulevard East, Charleston, WV
To: 20441 Century Boulevard, Germantown, MD

334 miles – 5:43 hours

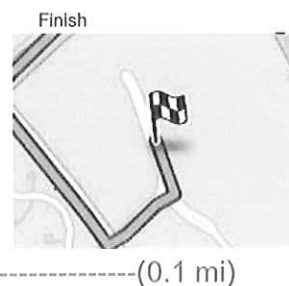


Directions:

 Leave from **Kanawha Blvd E US 60, Charleston WV**

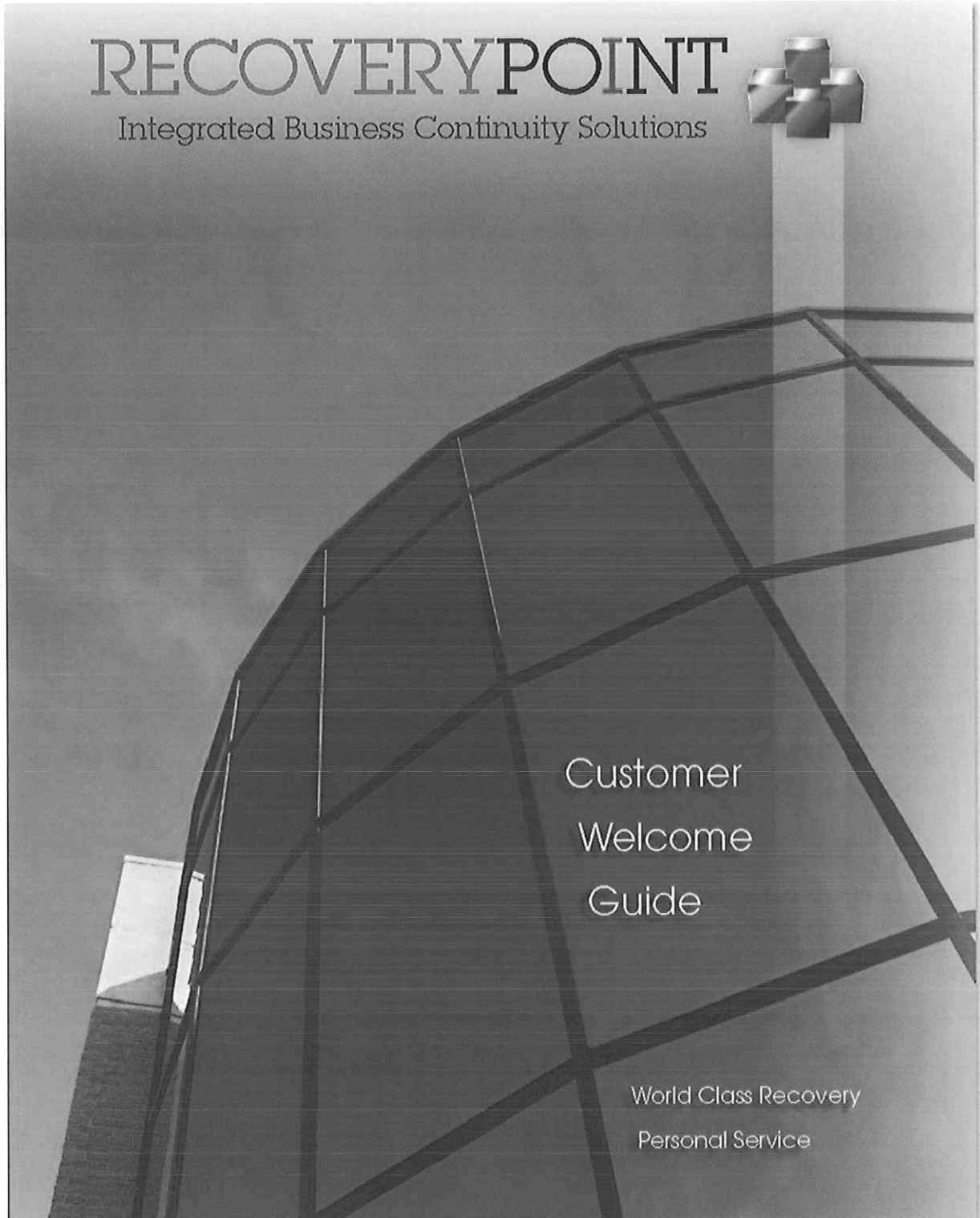


1.  Turn right onto **US 60/Hwy 114 Greenbrier St** -----(0.2 mi)
 2.  Turn left onto **I 64 WB/ I 77 NB** -----(0.5 mi)
 3.  Keep right onto **I 77 NB Parkersburg** -----(1.6 mi)
 4.  Keep right onto **I 79 NB Clarksburg** -----(1.9 mi)
 5.  Bear right at **Exit 148 Cumberland** -----(148 mi)
 6.  Keep left at **I 68 EB/US 40 EB Cumberland** -----(84.2 mi)
 7.  Keep right onto **I 70 EB/US 40 EB Hagerstown** -----(27.8 mi)
 8.  Keep left at **I 70 EB/US 40 EB Hagerstown** -----(51.9 mi)
 9.  Bear right at **Exit 53, I 270 SB Washington** -----(16.6 mi)
 10.  Exit right at **Exit 16 Damascus** -----(0.2 mi)
 11.  Keep right onto **Father Hurley Blvd Germantown** -----(0.4 mi)
 12.  Turn left onto **Crystal Rock Dr** -----(0.3 mi)
 13.  Turn left onto **Clover Leaf Center Dr** -----(0.1 mi)
 14.  Turn left onto **Century Blvd** -----(0.2 mi)
-  Arrive at **Century Blvd, Germantown**



4.12.4 Welcome Guide

Following is Recovery Point's Customer Welcome Guide. This resource includes useful information including directions to the facility from nearby airports; recommended routes; and nearby lodging.



RECOVERY POINT SERVICES GUIDE
Integrated Business Continuity Solutions

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I. OVERVIEW AND WELCOME

Welcome to Recovery Point. We value your business and have written this guide to introduce you to the standard processes and procedures we use to provide the services specified in your contract. In this guide, you will find information detailing how to establish your account, schedule and carry out tests and invoke a formal Disaster Declaration. We have also compiled a collection of answers to frequently asked questions and a guide to the amenities and services available at and near our locations. We hope you will find this guide useful and we invite you to call us, whenever convenient, to discuss any questions or comments you may have.

Once your contract documents have been finalized, we will assign staff who will be responsible for the activation of your account. Our staff member will contact you to review the details of your services and coordinate the establishment of the technology and resources necessary to meet your requirements.

Our assigned staff member will also introduce you to the key Recovery Point personnel with whom you will be working and address any initial questions you may have about Recovery Point's facilities and services. Our staff member will also initiate the preparations for your first test. This typically includes assisting you in setting test goals, confirming test configurations and network requirements, identifying any equipment or services unique to your organization, setting up the pre-test conference call and confirming your test dates. Please feel free to contact him or her at any time with any questions you may have.

We appreciate the confidence you have shown in Recovery Point and look forward to working with you to make your Disaster Recovery program very successful.

Pages 4 – 10 Intentionally Omitted

The omitted pages contain proprietary and competitive information that Recovery Point will not provide in unrestricted bid documents.

Should Recovery Point be selected as the successful bidder, this information will be made available to the State.

VII. LOCAL DRIVING DIRECTIONS AND PUBLIC TRANSPORTATION TO GERMANTOWN

LOCAL DIRECTIONS TO:

20441 CENTURY BLVD
GERMANTOWN, MD 20874

Please be advised that a government-issued **photo ID is required** for all guests. Directions are as follows:

From Virginia and points South of I-270

- Take Route 495 North toward Maryland
- Take Route 270 North
- From Route 270 North, take **EXIT 15B** (Route 118 towards Germantown) **GERMANTOWN ROAD**
- Turn **RIGHT** onto **AIRCRAFT DRIVE**
- Turn **RIGHT** onto **CENTURY BLVD.**
- Recovery Point is at the end on the right in **Building 20441**
- Please park in front lot. Go in the main entrance in the center of the building. Use the phone on the right wall in the security vestibule and press the button that says "RPS Reception."

From Frederick and points North of I-270

- From Route 270 South, take **EXIT 16B** (Route 27 towards Germantown) **FATHER HURLEY BLVD.**
- Turn **LEFT** onto **CRYSTAL ROCK DRIVE**
- Turn **LEFT** onto **CLOVERLEAF CENTER DR.**
- Turn **LEFT** onto **CENTURY BLVD.**
- Recovery Point is at the end on the right in **Building 20441**
- Please park in front lot. Go in the main entrance in the center of the building. Use the phone on the right wall in the security vestibule and press the button that says "Press Here for RPS Reception."



Recovery Point Client Welcome Guide Version 5.2 - 01/01/11

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DIRECTIONS FROM AREA AIRPORTS TO:

20441 CENTURY BLVD
GERMANTOWN, MD 20874

From Baltimore/Washington Airport (BWI)

You may use either I-95 South or the Baltimore Washington Parkway South to I-495 West (Silver Spring)

- Follow I-495 West 9 miles to Exit 35 (I-270 North towards Frederick)
- Follow I-270 2.0 miles north to **Exit 15B** (Route 118 towards Germantown) Germantown Rd
- Turn **RIGHT** onto **AIRCRAFT DRIVE**
- Turn **RIGHT** onto **CENTURY BLVD**
- Recovery Point is located at the end of the street on the right **Building 20441**

Go in the main entrance in the center of the building. Use the phone on the right wall in the security vestibule and press the button that says "RPS Reception"

From Dulles Airport (IAD)

- Take the Dulles Access Road 13 miles to I-495 North
- Travel 8 miles to Exit 38 (I-270 North towards Rockville/Frederick)
- Follow I-270 North 1.7 miles to **Exit 15B** (Route 118 towards Germantown) Germantown Rd
- Turn **RIGHT** onto **AIRCRAFT DRIVE**
- Turn **RIGHT** onto **CENTURY BLVD**
- Recovery Point is located at the end of the street on the right **Building 20441**

Go in the main entrance in the center of the building. Use the phone on the right wall in the security vestibule and press the button that says "RPS Reception"

From Regan National Airport (DCA)

- Take George Washington Parkway North 12 miles to the Capital Beltway (I-495), the Potomac River will be on your right
- NOTE: The Parkway sign just says PARKWAY; it is small and easy to miss. Stay in the middle right lane when exiting from the airport and please pay attention
- Travel North (to Maryland) 5.5 miles to Exit 38 (I-270 North to Frederick)
- Follow I-270 North 1.7 miles to **Exit 15B** (Route 118 towards Germantown) Germantown Rd
- Turn **RIGHT** onto **AIRCRAFT DRIVE**
- Turn **RIGHT** onto **CENTURY BLVD**
- Recovery Point is located at the end of the street on the right **Building 20441**

Go in the main entrance in the center of the building. Use the phone on the right wall in the security vestibule and press the button that says "RPS Reception"

DIRECTIONS FROM THE GAITHERSBURG SITE TO:

20441 CENTURY BLVD
GERMANTOWN, MD 20874

- Turn RIGHT out of parking lot to exit the industrial park
- Turn RIGHT onto CLOPPER RD/MD-117
- CROSS MD-119/GREAT SENECA HWY
- Turn SLIGHT RIGHT onto GERMANTOWN RD/MD-118 N
- Turn LEFT onto AIRCRAFT DRIVE
- Turn RIGHT onto CENTURY BLVD
- Recovery Point Systems is an unmarked building at the end of Century Blvd on the right in Building 20441.
- Please park in the front lot. Go in the main entrance in the center of the building. Use the phone on the right wall in the security vestibule and press the button that says "RPS Reception

PUBLIC TRANSPORTATION TO:

20441 CENTURY BLVD
GERMANTOWN, MD 20874

Metro Subway

- Take any Red Line train to Shady Grove Metro Station.
- Exit Shady Grove Metro Station to Metro/Ride-On bus stop.
- Take the Ride-On bus (Route 73, or 61) toward GERMANTOWN TRANSIT CENTER
- Walk down Aircraft to Century Blvd.
- Take a right on Century Blvd, and walk towards the north end (approx 1 mile)
- We are on the right building #20441 Century Blvd.

MARC Train

- Take any Metro Subway train to Red Line to Union Station.
- Transfer to MARC train (Brunswick Line) Westbound toward Martinsburg.
- Arrive at Germantown MARC Train Station.
- Exit Station to Ride-On bus stop.
- Take the Ride On Ride-On bus toward (Route 73, or 61) toward GERMANTOWN TRANSIT CENTER
- Walk down Aircraft to Century Blvd.
- Take a right on Century Blvd, and walk towards the north end (approx 1 mile)
- We are on the right building #20441 Century Blvd.

* Note different buses depending on times of day; please check to make sure routes are still the same

Additional directions from other cities are available by calling (240) 632-7000.

Metro Subway (www.wmata.com)

The RideGuide
Maps
Metro Subway Station closest to Recovery Point
Fares



Metro Bus (www.wmata.com)

How To Use
Fares
Schedules



MARC Train (www.mtmaryland.com)

How To Use
Brunswick Line Map

MARC Train Station closest to Recovery Point
Fares
Brunswick Line Eastbound Schedule
Brunswick Line Westbound Schedule



RideOn Bus

(<http://www.montgomerycountymd.gov/tsvtmpl.asp?url=/content/dot/transit/index.asp>)

Maps
Fares
Schedules



Taxicab Information

(http://www.montgomerycountymd.gov/tsvtmpl.asp?url=/content/DO T/transit/taxi_reg/taxi_user.asp#1)



VIII. AREA RESTAURANTS

Name	Category	Delivery?
Happy Uncle Restaurant 18022 Mateny Rd, Germantown, MD (301) 515-0018	Chinese	Yes
Green Turtle 19961 Century Boulevard Germantown, MD 20874 240-686-1800	American	No
Bailey's Pub & Grille 20021 Century Blvd Germantown, MD 20874 (301) 515-8880	American	No
Longhorn Steak House 20017 Century Blvd Germantown, MD 20874 (240) 686-2060	American	No
Mi Rancho 19725 Germantown Rd # A Germantown, MD 20874 (301) 515-7480	Mexican	No
Red Robin 20001 Century Blvd Germantown, MD 20874 (301) 528-0065	American	No
Pizza Hut 19733 Frederick Rd Germantown, MD 20876 (301) 972-0300	Pizza	Yes
Taco Bell 19923 Century Blvd Germantown, MD 20874 (301) 528-4434	Mexican Food	Fast No
Outback Steak House 12609 Wisteria Dr Germantown, MD 20874 (301) 353-9499	American	No
Panera Bread		No

19820 Century Blvd Germantown, MD 20874 (301)515-5777		
Carrabba's Italian Grill 19935 Century Blvd Germantown, MD 20874 (240) 686-1100	Italian	No
California Tortilla 19849 Century Blvd Germantown, MD 20874 (301) 540-7717	Mexican	No
Lancaster County Dutch Market (great!) 12613 Wisteria Dr Germantown, MD, 20874-5390 (301) 916-4097		Only open Thurs, Fri, Sat
Woodside Deli 13048 Middlebrook Rd Germantown, MD 20874 (301) 972-6812	Deli	No

IX. CATERING BY RECOVERY POINT

Recovery Point offers managed catering from several local companies. We can arrange the catering and charge it back to the client with a 20% service fee. We encourage clients who would like catering to make arrangements at least one week in advance.

THE PRIME CHOICE CATERERS
WWW.THEPRIMECHOICECATERERS.COM
(301) 948-7337

THE WOODSIDE CATERING COMPANY
WWW.THEWOODSIDEDELI.COM
(301) 325-8057

X. AREA HOTELS

Hampton Inn Germantown/Gaithersburg
20260 Goldenrod Lane
Germantown, MD 20876
301-428-1300
Ask for the Recovery Point discounted rate

Extended Stay America Efficiency Studios
12450 Milestone Center Dr
Germantown, MD 20876
301-540-9369

Fairfield Inn
20025 Century Blvd
Germantown, MD 20874
301-916-0750

Holiday Inn
2 Montgomery Village Avenue
Gaithersburg, MD
(301) 948-8900

5. PRE-TEST SPECIFICATIONS

- 5.1. At least two weeks prior to the start of disaster recovery tests, the Vendor shall provide the Agency with the names, phone numbers, electronic mail (e-mail) addresses, and hours of availability, of individuals who will be assisting the Agency, remotely, in preparation for the test, and at the recovery center during the test. The Vendor shall also indicate who will be available to provide similar assistance to the Agency, at the recovery site, during hours outside of prime shift (8:00 a.m.- 5:00 p.m.) and shall provide similar contact information for those individuals.

Recovery Point Response:

Recovery Point will meet all of the above requirements.

- 5.2. **MODEM TEST** Approximately 12 hours prior to a scheduled disaster recovery test, the Vendor shall work with the Agency's networking staff to facilitate an end-to-end mini-test to ensure connectivity between the Agency's modem and the recovery center's modem and router. After successful connectivity to the disaster recovery center's modem and router, the Agency will remotely configure the T1 interface of the router located at the recovery center.

Recovery Point Response:

Recovery Point typically provides 24 hours advance access to communications equipment and will meet the above requirements.

- 5.3. **T-1 TEST** At the start of the disaster recovery test, the Agency and the Vendor shall work together to establish connectivity between the Agency's data center and the Vendor's router. During the entire testing period, the Vendor shall provide modem connectivity into the router located at the recovery center.

Recovery Point Response:

Recovery Point's staff includes highly credentialed network engineers with systems expertise to include Cisco. Our network engineers offer extensive experience in designing, implementing, troubleshooting, and supporting optimized secure data networks. Recovery Point will meet the above requirements.

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

Recovery Point Response:

Recovery Point will be happy to save the Agency's router settings and load the configuration during the Agency's next mini-test, disaster recovery test, or Agency-declared disaster.



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

Solicitation

NUMBER
ISCN0003

PAGE
1

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

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED
08/15/2012

BID OPENING DATE: 08/30/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO CLARIFY THE CONTRACT TYPE AND PRICING STRUCTURE PER THE ATTACHED DOCUMENTATION.		
0001	1	LS		920-20 DISASTER RECOVERY SERVICES AGREEMENT		
***** THIS IS THE END OF RFQ ISCN0003 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: ISCN0003
Addendum Number: 1

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:

To clarify the contract type and pricing structure. This contract will be an open end contract. Page 7 of the specifications of the specifications is revised accordingly per the attached.

Unit prices provided in the Price Sheet (page 25) shall be firm for the life of the contract. The estimated quantity provided are for evaluation purposes only. Actual usage may vary dependant upon the needs of the Agency during the life of the contract.

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.

Revised 6/8/2012

ATTACHMENT A

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.



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

Solicitation

NUMBER
ISCN0003

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

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

DATE PRINTED

08/27/2012

BID OPENING DATE:

09/04/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	QTY. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO AMEND THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.		
0001	1	LS		920-20		
				DISASTER RECOVERY SERVICES AGREEMENT		
				***** THIS IS THE END OF RFQ ISCN0003 ***** TOTAL:		

SIGNATURE	TELEPHONE	DATE
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: ISCN0003
Addendum Number: 2

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:

To provide answers to technical questions submitted in accordance with the provisions of the original Request for Quotation (ISCN0003); to provide revised specifications reflective of the technical question answers; and to extend the bid opening date.

Bid Opening Date is extended to: 09/04/2012
Bid Opening Time remains: 1:30 PM EST

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.

Revised 6/8/2012

ATTACHMENT A

Revised 6/8/2012

TECHNICAL QUESTIONS ISCN0003

- Q. Will you require connectivity to the Internet? If so, how much bandwidth and what firewall is required?
- A. Yes, with a minimum 10Mb route out of the recovery center. There is no firewall requirement; we just need the vendor to translate a public IP to our network.
- Q. There is a specification for the following in the requirements for a 3845 router:
NM-1T3/E3 One port T3/E3 network module
How will this module be used? No T3 was specified.
- A. We will use T1 instead of T3. Disregard the reference to a NM-1T3/E3 network module.
- Q. **VWIC2-2MFT-T1/E1 2 port 2nd Gen Multiflex Trunk Voice/WAN Int. Card-T1/E1**
How will this module be used?
- A. This module will provide our WAN connectivity to the recovery center.
- Q. Question for the MainFrame: Are there any encryption requirements such as Crypto Express3 or tape encryption?
- A. Must support TKLM tape encryption. Must be able to access the ISKLMSRV(encryption server) on our z/OS system at the recovery center. Crypto Express3 is not required at this time.

**RFQ ISCN0003
 SPECIFICATIONS**

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for mainframe and network disaster recovery services. The services will include the use of an alternate processing facility / recovery center, both for testing purposes and in the event of an Agency-declared disaster. WVOT (the Agency) provides essential IT services, including mainframe and network/backbone support, to State agencies. Disaster recovery services are critical to that mission.

2. AGENCY'S CURRENT ENVIRONMENT

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

2.2 HARDWARE / SOFTWARE

2.2.1 HARDWARE

Quantity	Machine/Product	Product Description
1	2098-V02	IBM enterprise server configured with 3 processors and 24 GB of memory. (Two processors are CP with 797 MIPS; one processor is an IFL with 366 MIPS.) Contains PR/SM feature, 3 LPARS, and an IFL: <u>LPAR1 (z/OS production LPAR # 1);</u> <u>LPAR2 (z/OS production LPAR # 2);</u> <u>LPAR3 (z/OS test LPAR # 3);</u> <u>IFL (z/VM IFL with Linux).</u>
1	2105-800	IBM enterprise storage server configured with 6TB of usable storage. The device supports the following types of full-volume formatted storage: 3390-9 and 3390-3 (enterprise); and 3390-9 and 3390-3 (open systems – Linux).

1	3584-L23	IBM TS3500 Tape Library capable of supporting IBM 3592 extended-data tape cartridges
6	3592-E05	IBM TS1120 Tape Drives
1	3957-V06	IBM TS7740 Virtualization Engine
1	3957-VEA	IBM TS7720 Virtualization Engine Server
2	OSA Express 1000 Base-T	Total of 4 ports.
1	OSA Express GbE	Total of 2 ports
2	OSA Express 10 GbE	Total of 4 ports

2.2.2 SOFTWARE

Partition 1

z/OS V1.11 operating system (in transition to V1.13)

CICS R3.2

DB2 V9 (in transition to V10)

Numerous ISV products

Partition 2

z/OS V1.11 operating system (in transition to V1.13)

CICS R3.2

CA-Datacom products

Partition 3 (IFL)

z/VM (Version 6.1) operating system

Linux SUSE 9, 10, 11

Oracle 9i, 10g, 11g

3. TECHNICAL REQUIREMENTS AT RECOVERY CENTER

The following equipment and capacity, or equal, shall be available to the Agency at the recovery center for scheduled testing, and immediately upon Agency-declaration of a disaster.

<u>Quantity</u>	<u>Machine/Product</u>	<u>Product Description</u>
1	IBM z-Series Enterprise Server	Capable of at least 797 MIPS utilizing, at a minimum, 2 CP processors, 1 IFL, 24GB of memory; partitioned using PR/SM into two LPARs; with a dynamic storage area of up to 8000 KB (for use on CICS). <u>LPAR1 (z/OS production LPAR)</u> <u>LPAR2 (VM LPAR)</u>
1	Enterprise Storage Server	Configured with 6TB of usable storage; capable of supporting both 3390-9 and 3390-3 types of full-volume storage; and capable of performing, at a minimum, 3500 I/Os per second.
1	IBM 3584-L23	TS3500 Tape Library, capable of supporting IBM 3592 extended-data tape cartridges
6	IBM 3592-E05	IBM TS1120 Tape Drives
200	IBM 3592 I/O slots	Slots for extended-data tape cartridges
6	PC Workstations	For use as operator consoles and TN3270 sessions
1	OSA Express GbE SX	Total of 2 ports.

2	OSA Express 1000 Base-T	Total of 4 ports.
2	OSA Express 10 GbE SR	Total of 4 ports.
1	T1	The State of WV will be responsible for providing the line and any necessary expenses involving T1 connections at the vendor recovery center. The T1 connection will terminate at a customer-supplied router located at the recovery center. (Also see Section 4, item 8.)
1	Line	Analog Line for Dial-In to Router
1	Modem	V.92 for router connectivity
1	CISCO 3845	Router with the following features: 3845 w/AC PWR,2GE,1SFP,4NME,4HWIC, IP Base, 64F/256D
1	S384AISK9-12418	CISCO 3845 ADVANCED IP SERVICES
2	NM-1GE	1 Port GE Network Module
1	VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
2	GLC-T=	1000BASE-T SFP
1	CISCO GbE Switch	with the following features: WS-C3560G-24TS-S Catalyst 3560 24 10/100/1000T + 4 SFP Standard Image; 2 GLC-SX-MM= GE SFP, LC connector SX transceivers; fiber cables as required to connect the switch to the OSA ports on the recovery enterprise server.
1	CISCO SMARTNET	24x7x4 for above equipment

4. GENERAL SPECIFICATIONS

- 4.1 The Vendor shall make an alternate processing facility / disaster recovery center available to the Agency for use in scheduled disaster recovery testing and, immediately, in the event of an Agency-declared disaster. Requirements are identified in the following subsections.
- 4.2 Recovery services in support of the Agency shall be concentrated at a single recovery center. The recovery center shall be located no further than 500 miles from the customer's site, which is located at 1900 Kanawha Boulevard East, Charleston, WV 25305. Considering the imperatives of prompt system restoration, and the uncertainties of post-disaster transportation, the Agency deems 500 miles to be the maximum distance its recovery team can travel to reach the recovery center and still have adequate time to rebuild its system.
- 4.3 The Vendor shall maintain technical compatibility with the Agency as the Agency upgrades hardware, software, and network configurations during the life of the contract resulting from this RFQ. The Agency will notify the Vendor of such upgrades, and the Vendor shall work with the Agency to update the contract accordingly.
- 4.4 At no additional cost, the Agency shall have access to, and use of, the vendor's recovery center, and equipment configuration (as specified in Section 4 of this RFQ), for up to 80 hours each year, in order to test its disaster procedures. The Agency anticipates performing one inclusive test each calendar year, but it reserves the right to perform multiple tests. In either case, the total test-time will not exceed 80 hours a year.
- 4.5 The Agency will consult with the vendor in scheduling test time. The Vendor shall provide the Agency with a scheduled block of test time within 30 days of Agency request. The actual test shall start no less than 60 days thereafter, in order for the Agency to have time to prepare properly. The Agency's testing shall include, but not be limited to: loading and testing the Agency's mainframe operating systems, restoration of the State's backbone network, restoration of critical State applications and databases, batch processing, and communications testing.
- 4.6 Immediately upon the conclusion of each of the agency's tests and actual disaster recovery events, the vendor shall perform a minimum initialization of the Direct Access Storage Device (DASD) volumes that were used by the Agency. If the agency requires a more thorough erasure of its data from DASD, the Agency will be responsible for performing the task, and will perform it after each test (within the 60 hour window) or immediately upon the conclusion of any actual disaster recovery event.

- 4.7 The Vendor shall provide technical support personnel, including systems programmers and network engineers, to assist the Agency in the planning of tests, and during events at the recovery facility. The same support shall be available to the Agency 24/7 during tests and customer-declared disasters.
- 4.8 The Agency will ship a router to the vendor after award of bid. The Vendor shall install the router, house it in a secure cabinet, and ensure that it remains fully operational at all times. At the time of a scheduled disaster recovery test or declared disaster, the Vendor shall connect the Agency's router to the vendor's router. The Vendor shall, upon Agency request, provide the exact cabinet location of the router.
- 4.9 The recovery center shall feature uninterruptible power supply (UPS) units, batteries, diesel generators, redundant transformers, redundant chillers/air conditioners, smoke and water detectors, fire suppression systems, 24-hour guard service, and closed circuit TV monitoring.
- 4.10 The Vendor shall provide the Agency with office facilities during testing and disasters. The facilities shall be located at the recovery center and shall include at least 600 square feet of office space, chairs, work surfaces, terminals connected to the recovery CPU, at least six (6) telephones connected to long-distance service, a printer, and Internet access.
- 4.11 The Vendor shall have at least three (3) years of experience in assisting clients in recovering IBM mainframe-based applications at its recovery center(s).
- 4.12 The Vendor shall provide an overview of the its proposed recovery center. The overview shall include at least a written description of the facility, and should include photographs of the facility; driving directions to the facility from the Agency's site at 1900 Kanawha Boulevard East, Charleston, WV; driving directions to the facility from nearby airports; and a map(s) indicating the location of the facility, recommended routes, and nearby lodging.

5. PRE-TEST SPECIFICATIONS

- 5.1 At least two weeks prior to the start of disaster recovery tests, the Vendor shall provide the Agency with the names, phone numbers, electronic mail (e-mail) addresses, and hours of availability, of individuals who will be assisting the Agency, remotely, in preparation for the test, and at the recovery center during the test. The Vendor shall also indicate who will be available to provide similar assistance to the Agency, at the recovery site, during hours outside of prime shift (8:00 a.m.- 5:00 p.m.) and shall provide similar contact information for those individuals.

- 5.2 **MODEM TEST** Approximately 12 hours prior to a scheduled disaster recovery test, the Vendor shall work with the Agency's networking staff to facilitate an end-to-end mini-test to ensure connectivity between the Agency's modem and the recovery center's modem and router. After successful connectivity to the disaster recovery center's modem and router, the Agency will remotely configure the T1 interface of the router located at the recovery center.
- 5.3 **T-1 TEST** At the start of the disaster recovery test, the Agency and the Vendor shall work together to establish connectivity between the Agency's data center and the Vendor's router. During the entire testing period, the Vendor shall provide modem connectivity into the router located at the recovery center.
- 5.4 After the conclusion of the disaster recovery test, the Vendor shall save the Agency's router settings. The Vendor shall load the configuration during the Agency's next mini-test, disaster recovery test, or Agency-declared disaster.

6. BID EVALUATION PAGE

- 6.1 The Vendor should complete the attached bid evaluation page and include it with the bid response.
- 6.2 The Monthly Subscription Cost shall be based on the requirements identified in Sections 3 and 4 of this RFQ.
- 6.3 The Comprehensive Disaster Declaration Fee shall include all charges associated with the Agency declaring a disaster. For bid preparation purposes, the Vendor shall assume that the Agency will declare one disaster during the initial 12 months of the contract.
- 6.4 Recovery Daily Usage Charge shall include all costs for the Agency to use the recovery center in the event of an Agency-declared disaster or Agency test. For bid preparation purposes, the Vendor shall assume that the Agency will need to use the recovery center for three (3) days, during the initial 12 months of the contract, to recover from an Agency-declared disaster.
- 6.5 The Vendor shall provide the cost, if any, of installing and housing the Agency-supplied router referred to in Section 4, item 8, above.
- 6.6 Costs quoted shall be all-inclusive. No separate reimbursement will be made to the Vendor for travel or any other expense.

Revised Per Addendum No. 2

ISCN0003 Price Sheet

Please enter "0", "zero" or "no charge" for any no-cost line items. Blank field will be interpreted as items not bid.

Item/Service	Unit Price	Unit of Measure	Est. Quantity	Extended Price
Monthly Description Cost		Per Month	12	\$0.00
Comprehensive Disaster Declaration Fee		Each	1	\$0.00
Recovery Daily Usage Charge		Per Day	3	\$0.00
Cost of Installing and Housing Agency Supplied Router		Each	1	\$0.00
Total				\$0.00

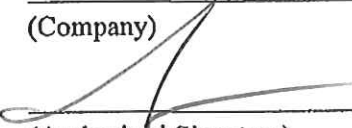
Vendor Name _____
 Vendor Address _____
 Vendor Contact _____
 Vendor Phone Number _____

CERTIFICATION AND SIGNATURE PAGE

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

Recovery Point Systems

(Company)



(Authorized Signature)

Marc H. Langer, President

(Representative Name, Title)

240-632-7000

(Phone Number)

301-548-0682

(Fax Number)

August 30, 2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 2

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.

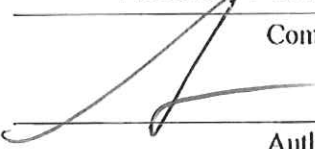
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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 checked="" 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.

Recovery Point Systems

Company


Authorized Signature
August 30, 2012

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Recovery Point Systems

Authorized Signature:  Date: August 30^{21ST}, 2012

State of MARYLAND

County of MONTGOMERY, to-wit:

Taken, subscribed, and sworn to before me this 31ST day of August, 2012.

My Commission expires December 31ST, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC 

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
✓ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Recovery Point Systems

Signed: _____

Date: August 30, 2012

Title: President

RECOVERYPOINT

Integrated Business Continuity Solutions



STATEMENT OF WORK FOR SERVICES

RECOVERY SERVICES

The following terms are in addition to, or modify, those of the Recovery Point Systems, Inc. Master Agreement for Services ("Master Agreement"), identified below, between [Insert Client name] and Recovery Point Systems, Inc. ("RPS"). This Statement of Work ("SOW"), SOW# [Insert SOW#], is effective upon the date of the last signature below.

1. Scope of Service

RPS offers Recovery Services as follows:

- (1) "Hot Site Services" and "Work Area Services" to assist you in preparing for and responding to a disaster at a Specified Location by furnishing disaster recovery resources for you to implement a continuity plan for your business operations. The activities that comprise Hot Site Services and Work Area Services are described in this SOW.
- (2) "Cold Site Services" to furnish datacenter infrastructure, on a planned basis after your use of Hot Site Services pursuant to your declaration of a Disaster, to house equipment you provide for your business purposes. The activities that comprise Cold Site Services are described in this SOW.

RPS also offers a broad range of Network Services (telecommunications capability) to supplement and support Recovery Services.

2. Definitions

Client Configuration means the list of machines, equipment and services specified in a Subscription Schedule for Recovery and Hosting Services (called "Schedule"), which RPS agrees to provide for your use after you declare a Disaster. Although the equipment RPS actually provides in response to such a declaration may not be identical to the Client Configuration, it will be compatible with it and will provide equivalent or greater capacity and functionality. Appropriate Infrastructure is provided to support your Client Configuration, at no additional charge.

Disaster means any unplanned interruption of information processing at a Specified Location, due to causes beyond your control, which significantly and materially impairs your ability to perform critical information processing activities.

Infrastructure means RPS resources that include network connectivity within the Recovery Center and/or mobile office facilities. Appropriate Infrastructure is provided along with the applicable Client Configuration as part of the applicable Recovery Service.

Multiple Disaster means circumstances in which multiple clients of RPS declare Disasters and request simultaneous access to the Recovery Services provided by RPS.

Network Services means the equipment, connectivity and services you may select for the applicable additional charges that supplement the Client Configuration and associated Infrastructure, to provide enhanced networking capabilities for your Client Configuration, either within or beyond the physical boundaries of the Recovery Center. Network Services are also available to support Cold Site installations.

Quick Ship Option means the activities that RPS and a third party will perform regarding the delivery, setup, breakdown and return of equipment you select that a third party will provide (called "Quick Ship Equipment").

Recovery Center means the facilities provided to you by RPS at which Recovery Services are performed.

Subscription Schedule for Recovery and Hosting Services means a document and any associated attachments in which RPS specifies the details of the Services RPS has agreed to provide pursuant to the terms of a SOW. Such details may include, but are not limited to, the Start Date, End Date, Effective Date of the Subscription Schedule, Test Time Allowances, the number of workspaces, types and quantities of hardware configurations, network services, Specified Locations, optional Technical Support, infrastructure resources and charges. This Schedule comprises, at a minimum, a cover page and one or more proposals that are identified by a P# in the form PNxxxxx-yyy. The Service details in a PN# document applicable to Recovery Services apply to the Client Configurations specified in that PN# document.

Test Configuration means a limited subset of the Client Configuration to be used to rehearse your recovery processes and procedures.

Workspace means a desk with file drawer, chair, desktop personal computer and single line telephone set (collectively called "Workspace").

3. General Terms

Hot Site Services

If you declare a Disaster at a Specified Location for which your Schedule includes Hot Site Services, RPS will provide your Client Configuration for your use on a first-come basis, for up to six consecutive weeks. You will have priority access to your Client Configuration over any RPS client except one who has declared a Disaster before you. If after exercising commercially reasonable efforts RPS is unable to provide you with a material portion of your Client Configuration, RPS will promptly furnish you with detailed written notice of what RPS is able to provide and when the remainder will be available to you. If after receiving such notice, you elect not to accept such Hot Site Services when RPS proposes to provide them, you may terminate the applicable Schedule (or Hot Site Services portion thereof) without further obligation by providing written notice to RPS of your decision to terminate, within 48 hours of being informed. If you do so, the Schedule (or Hot Site Services portion thereof) will be terminated and the charges will be adjusted for the remainder of the Contract Period to reflect such termination. This is your sole and exclusive remedy for RPS' failure to provide you such Hot Site Services.

Work Area Services

If you declare a Disaster at a Specified Location for which your Schedule includes Work Area Services, RPS will provide your Client Configuration for your use on a shared access basis, for up to six consecutive weeks. Shared access basis means that access to Workspaces is non-exclusive and non-guaranteed and that in the event of a Multiple Disaster scenario or any other circumstance which RPS, in its reasonable judgment, deems compelling, RPS will allocate and reallocate Workspaces in a manner to be determined by RPS in its sole and absolute judgment. However, during the six weeks following your Disaster declaration, RPS will not allocate any Workspaces to a party which was not a subscriber for Work Area Services at the time of your Disaster declaration if such allocation would cause RPS to reduce the number of Workspaces provided to you. You acknowledge that, as a result of this shared access protocol, the value and functionality of the Work Area Services to be provided to you may be severely degraded, or even completely eliminated. You agree that, in the event that the Work Area Services for which you have subscribed are severely degraded or completely eliminated, your sole and exclusive remedy for RPS' failure to provide you such Work Area Services is to terminate the applicable Schedule (or Work Area Services portion thereof) without further obligation by giving written notice to RPS of your decision to terminate, within 48 hours of being informed. If you do so, the Schedule (or Work Area Services portion thereof) will be terminated and the charges will be adjusted for the remainder of the Contract Period to reflect such termination.

Cold Site Services

Upon your request, RPS will include Cold Site Services by specifying an applicable monthly charge in the appropriate PN# document in your Schedule. Following your use of Hot Site Services, Cold Site Services provide the use of ready, conditioned space for you to install your own equipment for a period of up to 12 months. Cold Site Services are provided on a first-come first-served basis, are limited to the physical space required by your Hot Site Client Configuration at the conclusion of your six-week Hot Site Service period, and include appropriate power and environmental services and access to prompt provisioning of Network Services. You must notify RPS during the six weeks after you declare a Disaster of your decision to use Cold Site Services. RPS requires 14 days advance notice to make the space available to you. Availability of and charges for any Network Services you require, and the usage charge (called the "Cold Site Daily Usage Charge"), will be quoted at the time of your request for Cold Site Services.

With respect to the Services offered by RPS:

- (1) RPS reserves the right, in its sole and absolute discretion, to prohibit access to its facilities by any person or persons that RPS, in good faith, believes may present a risk to the safety and security of facilities or personnel.
- (2) Notwithstanding anything to the contrary herein, RPS reserves the right, in its sole and absolute discretion, to provide emergency services to the Federal government during any period of national emergency, whether or not a Federal agency requiring emergency service was an existing client at the time of its Disaster.
- (3) For avoidance of doubt, for any Specified Location, you may make only one Disaster declaration based on the same events or circumstances.
- (4) When only a portion of the total equipment or services described in a Schedule is made available to you, any per-incident charges pertaining to such equipment and services will be prorated accordingly.

4. Responsibilities of the Parties

4.1 RPS' Responsibilities

RPS will:

- (1) take immediate action to prepare a Recovery Center for your use when you declare a Disaster. RPS will use commercially reasonable efforts to provide Recovery Services to you as soon as you are ready to receive them; however, the time to prepare your Recovery Services depends on the size, content and complexity of your Client Configuration, and it may take up to 48 hours or more after you declare a Disaster to establish your Client Configuration;
- (2) grant you continuing access to the Recovery Center and continuing use of your Client Configuration, subject to the access protocols set forth above, for a period of up to six consecutive weeks following your declaration of a Disaster. If your Contract Period is scheduled to end prior to the end of such six-week period, RPS will extend the Contract Period to be coterminous with the end of such six-week period;
- (3) provide an orientation of equipment, Workspaces, telephones and network, upon your arrival;
- (4) perform initial set up of the hardware included in your Test Configuration or Client Configuration, as applicable, and check out the physical connectivity to verify that such configuration is operational;
- (5) provide the following basic operational support and technical assistance at no additional charge, for a test or recovery, as applicable:
 - (a) initial setup of server hardware RAID arrays, as required;
 - (b) provision of hardware drivers for any RPS-provided servers running an Operating System currently supported by its manufacturer;
 - (c) pre-load of one workstation Operating System currently supported by its manufacturer, on up to 5 workstations; and
 - (d) technical assistance during the entire test or recovery, to assist you with any problems specifically related to the Infrastructure and the hardware, network or telephone systems RPS provides as part of the Client Configuration;
- (6) provide Technical Support at your option, at the "Technical Support Hourly Charge" specified in the Schedule, to include, but not be limited to:
 - (a) pre-load of server software Operating Systems currently supported by its manufacturer;
 - (b) pre-load of additional workstation software Operating Systems currently supported by its manufacturer;
 - (c) custom pre-load of other operating systems, applications or data;
 - (d) restoration of operating systems, applications or data;
 - (e) troubleshooting any operating system or application problems that are not directly related to the hardware or drivers RPS has provided; and
 - (f) troubleshooting any network problems beyond the initial configuration provided;

- (7) provide a debriefing meeting at the end of the test or recovery, and follow-up remediation, as required;
- (8) provide time on a Test Configuration. The annual Test Time Allowance specified in the Schedule is available to you at no additional charge. RPS will make a good faith effort to provide "Additional Test Time" beyond your Test Time Allowance on an "as available" basis, for an additional charge specified at the time of your request. Any unused test time may not be carried from year to year;
- (9) schedule all test time at RPS' sole and reasonable discretion. RPS will schedule test time as close to your requested date(s) as reasonably possible;
- (10) upon your request for the Quick Ship Option, arrange for a third-party vendor to provide equipment you select. If you declare a Disaster RPS will have such equipment delivered to an RPS Recovery Site, set up and verified to be operational. At the conclusion of your use of the Quick Ship Option RPS will break down and return equipment to the third-party vendor. All activities RPS performs in support of your utilization of the Quick Ship Option will be charged to you at the Technical Support Hourly Charge. You are also responsible for any third-party charges as described in the section below entitled "Charges;" and
- (11) provide datacenter space for you to install your own equipment, if Cold Site Services are included in your Schedule. RPS will acquire Network Services for your use in association with Cold Site Services, as agreed in writing by you and RPS; however, since provisioning of Network Services is under the control of a third-party provider, under no circumstances will RPS be liable for any delay in provisioning such Network Services. When providing Cold Site Services, RPS has no obligation to provide any other services beyond those specified in this paragraph, unless otherwise agreed in writing.

4.2 Your Responsibilities

You agree to:

- (1) inform RPS that you are declaring a Disaster by calling the telephone number RPS provides;
- (2) be responsible for evaluating, on a continuing basis, whether the Client Configuration specified in each currently effective Schedule meets your requirements;
- (3) be responsible for providing during a test or recovery any equipment, software, workspace resources and/or telecommunications services you need that is not included in the Client Configuration or applicable Test Configuration, included in the currently effective Schedule;
- (4) supply all personnel, supplies and appropriately licensed software necessary to perform a test or recovery, unless otherwise specified in a Schedule or agreed in a separate writing. The maximum number of your employees or other authorized persons under your control that RPS will authorize to be in attendance at any one time during a test in RPS' facilities is 25;
- (5) be responsible for the level of your system software and operating system that you intend to use for a test or recovery. RPS provides support only for system software and Operating Systems currently supported by its manufacturer. Your ability to make use of the Client Configuration RPS provides may be affected by the software you are using;
- (6) schedule test time eight weeks in advance. After your test has been scheduled, you must complete the RPS pre-test planning worksheet and conduct a comprehensive pre-test conference call with RPS operations staff not less than three weeks prior to your test. Even if such worksheet and conference call are not completed in time, your test may be allowed to proceed; however, RPS will be relieved of its obligation to provide basic operational and technical assistance (see above) or any of the optional Technical Support services described above. You may not cancel scheduled test time after the date three weeks before the scheduled date. You acknowledge that Test Time Allowance is not applicable to the Quick Ship Option; however you may request that Quick Ship Equipment be available during your test time, for the charges described below in the section entitled "Charges;"
- (7) have your test time rescheduled by RPS, at no additional charge, if all or part of your Test Configuration is needed to serve another RPS client that has declared a Disaster, or for such other reasonable purposes as RPS may deem appropriate;
- (8) furnish supplies, materials, and storage media necessary for your operation;

- (9) follow procedures and instructions RPS provides you for scheduling, preparation for testing and recovery, and for use of the Recovery Center;
- (10) notify RPS, as soon as practicable after you declare a Disaster, of your intention to use Cold Site Services if included in your Schedule. Recognizing the limited ability of RPS to acquire third-party provided services on short notice, notify RPS of your requirements for Network Services as soon as they are known;
- (11) submit a plan for and arrange delivery, installation, setup and operation of equipment you will employ in the datacenter space; and
- (12) maintain in full force and effect during the Contract Period, workers' compensation, comprehensive general liability and automobile insurance, as follows:
 - Worker's compensation insurance to the extent required by law.
 - Comprehensive general liability insurance against claims for bodily injury, property damage, and personal and advertising injury with a minimum limit of \$1,000,000.00 per occurrence/\$2,000,000 aggregate.
 - Automobile liability insurance as required by local law, but not less than \$1,000,000.00 per occurrence.

5. Changes

You may request a change to your Client Configuration, Network Services or other details in a Schedule (or more specifically, in a PN# document) by giving RPS written notice as soon as you are aware of needed changes, recognizing that RPS may need lead-time to implement such changes. If RPS agrees to your requested change, RPS will confirm its agreement in a revised Schedule (which both parties must sign for it to be effective) with applicable adjustments in charges. No such adjustment may cause the total charge specified in the applicable PN# document in effect prior to the issuance of the revised Schedule to decrease. If RPS agrees to a request that requires RPS to acquire additional technology, infrastructure or services (collectively referred to as an "Upgrade") to meet your needs, RPS will use commercially reasonable efforts to acquire the Upgrade within 90 days of both parties signing a revised Schedule. However, under no circumstances will RPS be liable for inability to acquire the Upgrade within such 90 days. If, after execution of such revised Schedule RPS determines, reasonably and in good faith, that it cannot obtain the Upgrade, it will so notify you in writing and thereby terminate its responsibility for provision of the Upgrade and render such revised Schedule null and void, without affecting any other aspect of the related Schedule or any other aspect of this Agreement.

6. Termination

Other than as provided for in the section above entitled "General Terms", a Service may not be cancelled or terminated by you.

7. Charges

In each PN# document there is specified a total charge for the services included in that PN# document. Set out on the first page of the Schedule is a "Total Monthly Charge for Services," which is the sum of the total charge shown on each PN# document. This Total Monthly Charge for Services is a recurring charge for each month of the Contract Period and will be billed in advance.

When Hot Site Services or Work Area Services are included in the Schedule, a "Daily Usage Charge" will be applicable following your declaration of a Disaster, for each day or part thereof, beginning with the first day that RPS provides you access to your Client Configuration until you inform RPS that you no longer require the applicable Services for that declaration or until six consecutive weeks have passed, whichever comes first. There is a five-day minimum for the Daily Usage Charge that applies when RPS confirms that your Client Configuration is scheduled for your use. Thereafter, for each day, or part thereof, RPS provides such Client Configuration, the applicable Daily Usage Charge applies. The Daily Usage Charge will be billed in the invoice period following the one in which it is incurred. The Daily Usage Charge is 50% of the applicable monthly charges for the components of the Client Configuration RPS provides.

When Cold Site Services are included in any PN# document, RPS will specify, in that applicable PN# document, a recurring monthly charge for Cold Site Services for each month of the Contract Period. This charge will be included in the total charge for services specified for the applicable PN# document, and will be billed in advance.

When the Quick Ship Option is included in any PN# document, RPS will specify, in that applicable PN# document, a recurring monthly charge for Quick Ship Option for each month of the Contract Period. This

charge will be included in the total charge for services specified for the applicable PN# document, and will be billed in advance.

RPS will specify in the Schedule a Technical Support Hourly Charge for each hour, or part thereof, that Technical Support is provided. This per-incident charge will be billed in the invoice period following the one in which it is incurred.

In addition to the charges specified in the Schedule, you agree to pay the following charges, when applicable:

- (1) for Network Services you request RPS to provide, any network initiation charges and network usage charges;
- (2) all long distance telephone fees;
- (3) a per-incident "Additional Test Time Charge" for any additional test time you request and RPS confirms, which will be billed in the invoice period following the one in which it is incurred. Such charge will be quoted when RPS confirms your request;
- (4) a "Cold Site Daily Usage Charge" for each day RPS provides "Cold Site Space" for your use. The Cold Site Daily Usage Charge will be quoted at the time of your request for Cold Site Services, will be no greater than RPS' then current fees for unmanaged hosting services and will be billed in the invoice period following the one in which it is incurred;
- (5) if you have selected the Quick Ship Option:
 - (a) Quick Ship Testing Charges – if you require Quick Ship Equipment to be available in conjunction with test time, any fees charged by third-party suppliers for Quick Ship Option equipment, as well as charges by RPS for receipt, setup and breakdown of such equipment; and
 - (b) Quick Ship Usage Charges - any fees charged by third-party suppliers for utilizing Quick Ship Option equipment in a disaster environment, as well as charges by RPS for receipt, setup and breakdown of such equipment; and
- (6) incidental charges for office supplies and services including, but not limited to, catering, shipping and receiving services, use of sleeping and showering facilities, and janitorial services for tests involving more than 25 participants when authorized by RPS.

Charges in subsections (1) through (6) immediately above, when provided by a third-party vendor, will be equal to the amount charged to RPS by the third-party vendor, marked up by 25%.

The remainder of this page is intentionally left blank.

This SOW, the Master Agreement and any applicable Transaction Documents comprise the complete agreement between you and RPS regarding the subject matter of this SOW, and replace any prior oral or written communications between you and RPS regarding such subject matter. By signing below for the respective enterprises, each of us agrees to the terms of this SOW without modification.

Agreed For: [Insert Client Name]

Agreed For:
Recovery Point Systems, Inc.:

By _____

By _____

Authorized Signature

Authorized Signature

Name (type or print): _____

Name (type or print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Client Account Number: _____

Master Agreement Number: _____

Statement of Work Number: _____

Client Address:

RPS Address:
75 West Watkins Mill Road
Gaithersburg, MD 20878



West Virginia Office of Technology
Disaster Recovery Services
Cost Proposal

Prepared expressly for:

Krista Ferrell



August 30, 2012

Submitted by:

Nancy Pettit
Recovery Point
75 West Watkins Mill Road
Gaithersburg, MD 20878

npettit@recoverypoint.com
240.632.7000 phone
301.548.0682 fax

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6. BID EVALUATION PAGE

- 6.1. The Vendor should complete the attached bid evaluation page and include it with the bid response.

Recovery Point Response:

Please see Recovery Point's completed ISCN0003 Price Sheet on page 5.

- 6.2. The Monthly Subscription Cost shall be based on the requirements identified in Sections 3 and 4 of this RFQ.

Recovery Point Response:

Recovery Point agrees with this requirement. Below is a matrix of equipment listing the Agency's technical requirements and the corresponding configuration at the recovery center.

Item#	Qty	Client Requirements	Qty	The Recovery Point Solution
Servers				
1	1	One (1) IBM Z-Series Enterprise Server; Capable Of At Least 797 MIPS Utilizing, At A Minimum, 2 CP Processors, 1 IFL, 24 GB Of Memory; Partitioned Using PR/SM Into Two LPARs; With A Dynamic Storage Area Of Up To 8000 KB (For Use On CICS). LPAR1 (2/OS Production LPAR); LPAR2 VM LPAR). One (1) OSA Express GbE SX; Total Of 2 Ports. Two (2) OSA Express 1000 Base-T; Total Of 4 Ports. Two (2) OSA Express 10 GbE; Total Of 4 Ports.	On-Floor Mainframe Servers	
			8	Price Per One Hundred (100) MIPS On Base Z10: IBM Systems Z10 2097-E40 Enterprise Class Mainframe Server Eight (8) GB Memory, (3) OSA Express2 GbE SX, (3) OSA Express2 1000BASE-T, 16 FICON And 16 ESCON.
Hosting Services				
2	1	The Agency Will Ship A Router To The Vendor After Award Of Bid. The Vendor Shall Install The Router, House It In A Secure Cabinet, And Ensure That It Remains Fully Operational At All Times.	Rack Space In Secure Hosting Center	
			1	One (1) "U" Segment Allocation For Client Provided Technology In Shared Rack At Recovery Point Secure Hosting Center Including, One (1) 10/100/1000 Internet Connection, Basic Monitoring, Remote Power Control And 2 IP Addresses.
Storage Systems				
3	1	One (1) IBM Enterprise Storage Server Configured With 6 TB Of Usable Storage; Capable Of Supporting Both 3390-9 And 3390-3 Types Of Full-Volume Storage; And Capable Of Performing, At A Minimum, 3500 I/Os Per Second.	On-Floor Storage Systems	
			6	IBM System Storage DS8300 - 1 TB Raw Storage Increments

Peripherals															
4	1	One (1) 3584-L23; TS3500 Tape Library Capable Of Supporting IBM 3592 Extended-Data Tape Cartridges. Six (6) 3592-E05; IBM TS1120 Tape Drives, 200 IBM 3592 I/O Slots; Slots For Extended-Data Tape Cartridges.	<table border="1"> <thead> <tr> <th colspan="2">On-Floor Peripherals</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>IBM 3584 L-23 TS3500 Mainframe Tape Library With (2) 3592-E06 (TS1130-Encryption) Tape Drives And 100 Slots</td> </tr> <tr> <th colspan="2">On-Floor Peripherals</th> </tr> <tr> <td>4</td> <td>IBM 3584 L-23 TS3500 Mainframe Tape Library. Add One (1) 3592-E05 (TS1120-Encryption) Tape Drive</td> </tr> <tr> <th colspan="2">On-Floor Peripherals</th> </tr> <tr> <td>1</td> <td>IBM TS3500 Tape Library - Add One Hundred (100) Slots</td> </tr> </tbody> </table>	On-Floor Peripherals		1	IBM 3584 L-23 TS3500 Mainframe Tape Library With (2) 3592-E06 (TS1130-Encryption) Tape Drives And 100 Slots	On-Floor Peripherals		4	IBM 3584 L-23 TS3500 Mainframe Tape Library. Add One (1) 3592-E05 (TS1120-Encryption) Tape Drive	On-Floor Peripherals		1	IBM TS3500 Tape Library - Add One Hundred (100) Slots
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Workstations															
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7	1	One (1) State Of WV-Supplied T1	<table border="1"> <thead> <tr> <th colspan="2">On-Floor Circuit Accomodation</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Accomodate One (1) Customer Provisioned Circuit At Any Recovery Point Facility.</td> </tr> </tbody> </table>	On-Floor Circuit Accomodation		1	Accomodate One (1) Customer Provisioned Circuit At Any Recovery Point Facility.								
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8	1	One (1) Analog Line For Dial-In To Router (No Fee)	0												
9	1	One (1) Modem; V.92 For Router Connectivity (No Fee)	0												

10	1	One (1) CISCO 3845 Router: 3845 W/AC PWR, 2GE, 1 SFP, 4NME, 4HWIC, IP Base, 64F/256D. One (1) S384AISK9-12418 CISCO 3845 Advanced IP Services. Two (2) NM-1GE 1 Port GE Network Module. One (1) VWIC2-2MFT-T1/E1: 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1. Two (2) GLC-T=1000Base-T SFP. One (1) CISCO GbE Switch: WS-C3560G-24TS-S Catalyst 3560 24 10/100/1000T + 4 SFP Standard Image; 2 GLC-SX-MM=GE SFP, LC Connector SX Transceivers; Fiber Cables As Required To Connect The Switch To The OSA Ports On The Recovery Enterprise Server. One (1) CISCO SMARTNET 24x7x4 For Above Equipment.	On-Floor Cisco Routers		
			1	Cisco 3845 Router With 3, 1-Gig-E Interfaces, Advanced IP IOS, 64Flash Memory And 1GB DRAM	
Miscellaneous					
11	1	80 Hours Of Test Time Each Year. The Agency Anticipates Performing One (1) Inclusive Test Each Calendar Year, But It Reserves The Right To Perform Multiple Tests. In Either Case, The Total Test Time Will Not Exceed 80 Hours A Year. Twenty-Four (24) Hours Of Test Time Are Included In The Base Contract Price. Additional Test Time Shown To Provide 80 Hours Total.	Additional 8-Hour Test Time Block		
			7	Additional 8-Hour Block Of Test Time. Maximum Of Two At This Price. Further Test Time Available Subject To Negotiation. All Testing Is Based On A Maximum 15-Seat Test Configuration Unless Otherwise Specified	

- 6.3. The Comprehensive Disaster Declaration Fee shall include all charges associated with the Agency declaring a disaster. For bid preparation purposes, the Vendor shall assume that the Agency will declare one disaster during the initial 12 months of the contract.

Recovery Point Response:

Recovery Point does not charge a Disaster Declaration Fee. Please see Recovery Point's completed ISCN0003 Price Sheet on page 5.

- 6.4. Recovery Daily Usage Charge shall include all costs for the Agency to use the recovery center in the event of an Agency-declared disaster or Agency test. For bid preparation purposes, the Vendor shall assume that the Agency will need to use the recovery center for three (3) days, during the initial 12 months of the contract, to recover from an Agency-declared disaster.

Recovery Point Response:

Please see Recovery Point's completed ISCN0003 Price Sheet on page 5. While Recovery Point does charge a Daily Usage Fee, it is waived for the first five days of a disaster. The fee is stated on the Price Sheet but not calculated for the first three days.

- 6.5. The Vendor shall provide the cost, if any, of installing and housing the Agency supplied router referred to in Section 4, item 8, above.

Recovery Point Response:

There will be no charge to install and house the Agency supplied router. Please see Recovery Point's completed ISCN0003 Price Sheet on page 5.

- 6.6. Costs quoted shall be all-inclusive. No separate reimbursement will be made to the Vendor for travel or any other expense.

Recovery Point Response:

Recovery Point agrees to this stipulation.

ISCN0003 Price Sheet

Please enter "0", "zero" or "no charge" for any no-cost line items. Blank field will be interpreted as items not bid.

Item/Service	Unit Price	Unit of Measure	Est. Quantity	Extended Price
Monthly Description Cost	\$6,500.00	Per Month	12	\$78,000.00
Comprehensive Disaster Declaration Fee	\$0.00	Each	1	\$0.00
Recovery Daily Usage Charge	\$0.00	Per Day **	3	\$0.00
Cost of Installing and Housing Agency Supplied Router	\$0.00	Each	1	\$0.00
Total				\$78,000.00

Vendor Name	Recovery Point Systems
Vendor Address	75 W. Watkins Mill Road, Gaithersburg, MD 20878
Vendor Contact	Nancy Pettit
Vendor Phone Number	240-632-7000

** Daily Usage Charges do not begin until the sixth (6th) day; they will be \$2,500 Per Day thereafter.