



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

Request for Quotation

RFQ NUMBER
SOS92106

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

SECRETARY OF STATE
 BUILDING 1, ROOM 157K
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0770 558-6000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/08/2006				

BID OPENING DATE: 06/21/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-49		
<p>HARDWARE AND SOFTWARE</p> <p>TO PROVIDE HARDWARE AND SOFTWARE FOR THE SECRETARY OF STATE'S OPTICAL STORAGE MIGRATION PROJECT PER THE ATTACHED SPECIFICATIONS</p> <p>PLEASE NOTE THE MANDATORY INFORMATION IN THE SPECIFICATIONS. FAILURE TO PROVIDE THIS REQUESTED INFORMATION WILL RESULT IN DISQUALIFICATION OF THE BID.</p> <p>BEGINNING DATE OF THE MAINTENANCE SHALL BE ESTABLISHED BY CHANGE ORDER.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING</p>						

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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<p>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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO</p>						

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<p>YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: SOS92106</p> <p>BID OPENING DATE AND TIME</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
***** THIS IS THE END OF RFQ SOS92106 ***** TOTAL:						

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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West Virginia Secretary of State Request for Quotation

The Information Technology Division of the West Virginia Secretary of State's Office (WV-SOS) is soliciting quotations from qualified Vendors for its Optical Storage Migration Project (Project).

The Project consists of three (3) phases:

Phase One – Deliver and install the hardware and software, as detailed in Attachment 1.

Phase Two – Migrate all data from the existing hardware to the new hardware.

Phase Three – Maintenance and support for all hardware and software included in the Project, for a minimum of two (2) years.

The successful vendor will be required to complete all three (3) phases of the Project according to the specifications provided within this document and attachments.

Current Environment

Hardware

Dell PowerEdge 2850 Server running Microsoft Windows Server 2003, Standard Edition (Imaging Server).

Microsoft SQL Server 2000, Service Pack 4, hosting the database for FileNet Version 5.4.

Legato DiskXtender Version 5.60.049.

Hewlett-Packard SureStore Optical 600MX (Jukebox), with 64 slots for Dual-Sided Optical Disks. Of which, 50 slots are populated. Each Optical Disk has a maximum capacity of 9.1 Gigabytes. The Total Current Storage In-Use is 330 Gigabytes.

Software

There are a number of applications used by the WV-SOS to create Document Images that are stored on the Jukebox. These applications do not directly communicate with the Jukebox. The Document Images are initially stored in a folder on the Imaging Server.

Once the Document Images are stored, Legato DiskXtender transfers the Document Images from the Imaging Server to the Jukebox, using a policy-based process. Legato DiskXtender also manages the retrieval process.

Proposed Environment

Hardware

Replacement of the Jukebox with a Write-Once Read-Many compliant, Content-Addressed Storage System, providing a minimum of one (1) terabytes of usable space in a redundant configuration, and capable of backup via removable media to an off-site location for disaster-recovery (Proposed Hardware).

Software

Legato DiskXtender will continue to interface between the Imaging Server and the hardware replacing the Jukebox. No changes will be made to any of the software applications now in use, beyond those required to implement the Project.

General Requirements

It is essential to the successful completion of the Project that the Vendor understand the potential impact the Project will have on the daily operations of the WV-SOS Office. During Phase 1 and Phase 2, the Vendor shall notify the WV-SOS before any action is taken that could potentially disrupt daily operations. Any planned disruption of daily operations, that is required for the successful completion of the Project, must have the prior approval of the WV-SOS.

Therefore, upon acceptance by the WV-SOS of the successful Vendor's RFQ response, the Vendor shall immediately submit to the WV-SOS a detailed description of the steps necessary to successfully complete each phase of the Project.

Phase 1 Requirements

Vendors shall not propose hardware or software for the Project that does not meet the specifications as detailed in Attachment 1.

The successful vendor shall:

1. Supply and install all hardware and software (Solution) listed in Attachment 1 at the State Capitol Complex, Building 1 Suite 157-K, 1900 Kanawha Boulevard East, Charleston, West Virginia 25305.
2. Supply the WV-SOS with a Single Point of Contact (SPOC) that can be contacted by the WV-SOS for all issues relating to the Project.
3. Provide delivery of the Solution, according to these specifications:
 - a. Delivery must occur during normal business hours, Monday through Friday, 8:30 AM to 5:00 PM.
 - b. Delivery arrangements must be approved by the WV-SOS, Information Technology Staff (IT Staff) with a minimum of 48 hours notice prior to delivery for all items requiring "loading dock access".
 - c. All deliveries, regardless of routing, must be sent "Adult signature required".
4. Provide installation of the Solution, according to these specifications:
 - a. Installation must occur during normal business hours, Monday through Friday, 8:30 AM to 5:00 PM.
 - b. Installation will be scheduled at a time mutually agreed upon by the Vendor and the IT Staff, based on the installation plan submitted.

- c. The IT Staff will provide the on-site access needed to successfully complete the Project and will participate in the installation process. However, it is the Vendor's responsibility to execute the installation of all hardware and software directly related to the Project.
5. Provide a "Transfer of Knowledge" to the IT Staff; which includes, but is not limited to:
 - a. The original documentation that is normally supplied with the Solution.
 - b. A copy of all documentation created by the Vendor related to the Project. Such as, but not limited to: installation notes, configuration settings, and any information not found within the original documentation.
 - c. Tips for installation.
 - d. Programming related to routine operations.
 - e. Recommendations for routine maintenance and support.
 - f. Other information deemed important by the Vendor.

Phase 2 Requirements

The successful vendor shall be responsible for migrating the data from the Jukebox to the Solution according to these specifications:

1. Zero-Loss-Data (100% of the data transferred and verified).
2. Accomplished on-site, by qualified Technical Staff who are industry certified on products included in the Solution. Proof of certification shall be included in the quote package.
3. Provide a list of references for past projects completed by the Vendor where the products included in the Solution used. References shall be included in the quote package.
4. The Technical Staff (# 2 above) shall have available to them, any and all resources from the Vendor and Original Equipment Manufacturer (OEM, if different from the Vendor) required for the successful completion of the migration.
5. The migration will be performed at a time mutually agreed upon by the Vendor and the IT Staff.
6. The "cut-over" from the Jukebox to the Solution shall take place on a Saturday morning, between the hours of 8:00 AM and 12:00 PM. The actual date of the "cut-over" will be mutually agreed upon by the Vendor and the IT Staff.

Phase 3 Requirements

The successful vendor shall:

1. Include a Hardware Service and Maintenance Contract (HSMC) that meets the following specifications:
 - a. For a minimum term of two (2) years from the completion date of the Project.
 - b. On-Site, Same Day, 4 Hour Response by a member of the OEM's Technical Support Staff to resolve any and all issues.

- c. Provides direct contact with the OEM's Help Desk. The routing of support calls through a third-party contact is unacceptable.
 - d. Include Labor and Materials according the OEM's standard practice for this level of support.
 - e. Include all regular, applicable updates offered by the OEM with an Opt-In for Automatic Notification via e-mail.
2. Include a Software Service and Maintenance Contract (SSMC) that meets the following specifications:
 - a. For a minimum term of two (2) years from the completion date of the Project.
 - b. Provides 24 hour / 365 day, direct access to the OEM's Help Desk to resolve any and all issues. The routing of support calls through a third-party contact is unacceptable.
 - c. Assistance can be provided by a member of the OEM's Technical Support Staff via phone and remote access according the OEM's standard practice for this level of support. However, the SSMC shall provide the option for next-day, on-site technical support when requested by WV-SOS (a cost schedule for this must also be included).
 - d. Include all applicable updates (patches) and upgrades (newly released versions) offered by the OEM with an Opt-In for Automatic Notification via e-mail for when updates and upgrades become available.
3. Ensure the HSMC and SSMC are active before the completion of the Project.
4. Provide any and all documentation on the HSMC and SSMC. This shall include, but is not limited to, the full text of the HSMC and SSMC.
5. Provide information and pricing for optional extended HSMC and SSMC that are available after expiration of the initial contracts. Information shall include specific details on the type of coverage and all exclusions, if applicable.

STANDARD CONTRACTUAL PROVISIONS

1. **PRICES:** All prices shall be quoted F.O.B. Charleston, West Virginia, delivered, installed, tested, and designated personnel trained to the WV-SOS's satisfaction, in accordance with the RFQ specifications. The Vendor's response to this RFQ must include a completed Bid Form (Attachment 2) with all prices clearly stated. Failure to complete the Bid Form will automatically disqualify the Vendor from consideration.
2. **INVOICES:** The WV-SOS will accept a single invoice on the acceptance and approval by the WV-SOS of the completely installed and operational Solution, in accordance with the RFQ specifications. The WV-SOS shall endeavor to pay a correct invoice within thirty (30) days of acceptance. The WV-SOS will make every effort to notify the Vendor within ten (10) days of receipt of invoice of any items questioned. The Vendor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.
3. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the WV-SOS.
4. **CONTRACTS / AGREEMENTS:** The WV-SOS reserves the right to review any and all extended maintenance contracts, or software license agreements. The Vendor shall include a copy of the standard maintenance form(s) as a part of the RFQ response.
5. **TIMELINE:** The Vendor shall be required to complete the Project by July 31, 2006.
6. **RELATED EXPENSES / TRAVEL EXPENSES:** All related expenses the Vendor may incur in relation to the successful completion of the Project shall be the sole responsibility of the Vendor and shall be included as part of the total price quotation.
7. **WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Vendor will furnish the WV-SOS 's needs as they arise.
8. **INDEPENDENT CONTRACTOR:** The Vendor is an independent contractor under this Agreement and shall not be considered an employee of the WV-SOS. Personnel services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not by officers, employees, or agents of the WV-SOS. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Project shall be those of the Vendor.
9. **SUB-CONTRACTORS:** The Vendor may sub-contract a portion of the Project to another contractor with the expertise to best accomplish that portion of the Project. However, the Vendor shall:
 - a. Clearly identify all sub-contractors that will be used and what portions of the Project each sub-contractor will be responsible for completing.

- b. Supervise the sub-contractor. For the duration of the Project, the sub-contractor shall not be considered a employee of the WV-SOS, and as such, shall be bound by the terms of Section 8 – Independent Contractor.
- c. Ensure the sub-contractor has the appropriate qualifications and industry certifications for the products the sub-contractor will install and configure.
- d. Proof of the sub-contractor’s certification shall be included in the quote package.

10. INDEMNITY/HOLD HARMLESS AGREEMENT: The Vendor agrees to protect, defend, indemnify, and hold harmless the WV-SOS and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Vendor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

11. RECORDS, AUDITS: The accounts and financial records, with respect to the services performed under the Project, shall be kept separate or identifiable from those relating to the Vendor's other activities. The Vendor shall, with reasonable prior notice, make available, during reasonable business hours, to the WV-SOS's Representative or Internal Auditor for inspection and audit all records and files relative to this Project. The Vendor shall maintain and make available such records and files for the duration of the Project, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Vendor's operations according to generally accepted auditing standards.

12. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure"): The WV-SOS and Vendor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the WV-SOS may excuse performance for a longer term. Economic hardship of the Vendor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

- 13. PROPOSAL COSTS:** All costs submitted for this RFQ shall remain firm for acceptance for a minimum of one hundred and twenty (120) days from the date of the RFQ bid opening.
- 14. CONFIDENTIALITY:** The successful Vendor shall be required to have all its employees and contractors who work on the Project to sign a Confidentiality Statement prepared by the WV-SOS.

Attachment 1

Hardware List

The Vendor shall supply the hardware as stated in these specifications. Substitution of alternate hardware is permissible; however, the alternative hardware must meet these requirements:

- a. Meet or exceed the performance specifications of the hardware it is replacing.
- b. Provide equal or greater storage capacity as the specified hardware.
- c. Be Write-Once Read-Many compliant, with Content-Addressable storage.
- d. Compatible with the software currently in use by the WV-SOS.

Should the Vendor propose alternative hardware, the Vendor shall provide in their RFQ response, documentation to prove the above requirements have been met.

Any and all rack-mountable hardware shall be installed in a Dell Computer Rack provided by the WV-SOS.

A complete list of any and all utility connections (electrical, network connectivity, phone, etc), with detailed specifications, that are required for the installation of the Solution shall be provided with the quote. Upon review by the IT Staff and acceptance of the quote, the WV-SOS shall make provision for the required utilities in a timely manner.

The Vendor shall insure that the proper cables, as specified by the OEM, required for the installation are included in the quote and delivered with the hardware. Should the Vendor fail to do so, the Vendor shall provide the missing cables at the Vendor's expense.

Original Equipment Manufacturer: EMC Corporation

- | | |
|--------|--|
| Item 1 | <p>“Centera” Content-Address Storage System – 4 Node Base G4
Setup in a redundant configuration with 1 Terabyte of user available storage
PRODUCT ID: CNR4N5MBAG4 QUANTITY: 1</p> |
| Item 2 | <p>“Centera” Licensing
PRODUCT ID: CNRGPLLC QUANTITY: 1</p> |
| Item 3 | <p>“Centera” Warranty
PRODUCT ID: WARCNRHWPRM QUANTITY: 1</p> |

Original Equipment Manufacturer: 3COM Corporation

- | | |
|--------|---|
| Item 4 | <p>SuperStack 3 Switch 3812
Gigabit switch for connecting “Centera” unit with the Imaging Server
PRODUCT ID: 3C17401 QUANTITY: 1</p> |
|--------|---|

Original Equipment Manufacturer: Intel Corporation

- | | |
|--------|--|
| Item 5 | <p>PRO/1000 MT Dual Port Server Adapter
Gigabit Network Interface Card</p> |
|--------|--|

PRODUCT ID: PWLA8492MT

QUANTITY: 1

Original Equipment Manufacturer: Misc

Item 6 UTP CAT-6 Network Cable – length = 2 Meters QUANTITY: 6

Software List

The Vendor shall supply the software as stated in these specifications. Substitution of alternate software is permissible; however, the alternative software must meet these requirements:

- a. Be fully compatible with the hardware proposed in the Vendor's RFQ response.
- b. Meet or exceed the performance specifications of the software it is replacing.

Should the Vendor propose alternative software, the Vendor shall provide in their RFQ response, documentation to prove the above requirements have been met.

Original Equipment Manufacturer: EMC CorporationItem 7 "Centera" Compliance Edition Software
PRODUCT ID: CNR4NCEPLSLIC QUANTITY: 1Item 8 "Centera" Compliance Edition – Software Maintenance
PRODUCT ID: CNRSW-PPM-PRM QUANTITY: 1**Backup Requirement**

The WV-SOS currently uses Computer Associates BrightStor (ARCserve) Backup version 11.1 to backup the WV-SOS servers. However, ARCserve is not certified for the backup of an EMC Centera. One goal of the Project is utilize a single product to backup all WV-SOS operational data, regardless of the type of storage device.

Therefore, Vendor shall supply a backup solution as an integral component of the Project as stated in these specifications. Substitution of alternate hardware and / or software is permissible; however, the proposed alternative must meet these requirements:

- a. Compatible with the Dell PowerVault 132T, Tape Library (configured with a SDLT160/260GB tape drive) currently in use.
- b. Compatible with the hardware and software proposed in the Vendor's RFQ response.
- c. Meet or exceed the performance specifications of the hardware and / software it is replacing.
- d. Capable of supporting the following server configuration:
 - i. Sixteen (16) servers running Microsoft Windows 2000 Server or higher.
 - ii. Microsoft SQL Server 2000 or higher.
 - iii. Microsoft Exchange Server 2000 or higher.
 - iv. Each server has one (1) - 100 Megabit Ethernet connection to the LAN.
- e. Include hardware and software extended service as stated in the Phase 3 Requirements.

Should the Vendor propose an alternative, the Vendor shall provide in their RFQ response, documentation to prove the above requirements have been met.

Item 9	“Centera Backup and Recovery Module” (CBRM) Software PRODUCT ID: CNRCBRMLIC	QUANTITY: 1
Item 10	Veritas NetBackup Enterprise Server version 6.0 PRODUCT ID: A159818-20000000	QUANTITY: 1
Item 11	Veritas NetBackup Client version 6.0 PRODUCT ID: A159878-00000000	QUANTITY: 15
Item 12	Veritas NetBackup Database Agent version 6.0 PRODUCT ID: A159998-20000000	QUANTITY: 1
Item 13	Veritas NetBackup Exchange Server Agent version 6.0 PRODUCT ID: A160008-200000	QUANTITY: 1
Item 14	Veritas NetBackup Option Library Based Tape Drive Support version 6.0 PRODUCT ID: A15988C-00000000	QUANTITY: 1
Item 15	Dell SDLT160.320GB Tape Drive for a PowerVault 132T Tape Library CUSTOMER KIT: 340-8421	QUANTITY: 1

Attachment 2

Bid Form

Complete an entry for every item listed here and submit the completed Bid Form with your RFQ response. Any omissions will result in the automatic disqualification of the entire RFQ response.

The item numbers (Item #) listed below, correspond with the items specified in Attachment 1. If an alternative is proposed for any item, you must clearly state that in the description and provide the additional documentation listed under the applicable requirements. Attach additional sheets as needed and reference the item number on the additional sheet.

Item #	QTY	Description (including model number)	Price	Ext. Price
1				\$
2				\$
3				\$
4				\$
5				\$
6				\$
7				\$
8				\$
9				\$
10				\$
11				\$
12				\$
13				\$
14				\$
15				\$
		GRAND TOTAL		\$

Vendor Signature (required)

FEIN

Phone Number

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT

P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____