



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
ISCK0060

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/07/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED AND ACCEPTED IN ACCORDANCE WITH THE PROVISIONS OF THE REQUEST FOR QUOTATION.						
BID OPENING DATE REMAINS: 12/17/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		920-45		
MAINFRAME SERVER AND VIRTUAL TAPE STORAGE SOLUTION						
***** THIS IS THE END OF RFQ ISCK0060 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

Q. Besides the drives mentioned in your documentation; are there any additional drives in the 9310 silos themselves - If so what type ? How many?

A. The drives mentioned in the RFQ are all that exist.

Q. We may have to bring a dumpster in to dispose of some of the equipment. Is there an area outside we would be able to bring in and place a dumpster ?

A. We would have to coordinate with General Services Division to allow the placement of a dumpster. We do not control the building or the loading area.

Q. Do you have any restrictions on work hours to disassemble? Can any work be done on the weekend?

A. We expect that work will be done during normal business hours (8:00 am – 5:00 pm, M-F). Work can be done on weekends, or after normal hours, if necessary, as long as it is scheduled with, and approved by, the customer.

Q. Can you describe the work environment? Do you have loading docks ? Is the area tractor trailer accessible? Are there any challenges that the deinstall team may run into that we would need to prepare for (tight turns, carpet, etc)?

What floor is the equipment located on? Is there a freight elevator, if not on first floor?

A. There is a loading dock adjacent to the building where the equipment is located.

A. The dock area is tractor trailer accessible with 4' dock height.

A. There are no tight turns, carpet, etc.

A. The equipment is located on a raised floor system

A. Freight elevator not needed as equipment is located on first floor.

Q. Is all the equipment we will be deinstalling located at Building 6, Room 110, 1900 Kanawha Blvd. E., Charleston, WV 25305.

A. Yes.

Q. Do both production LPARS need to be able to communicate to the remote and local virtual tape libraries?

A. Yes

Q. When you do disaster recovery testing will you have a third LPAR available locally for DR testing?

A. Disaster Recovery testing will be not be done locally. Tapes from the remote site will be sent to another offsite location and used in the recovery process.

Q. Do you intent to continue to write production data to the DR virtual tape library concurrently with your disaster recovery testing?

A. Yes

Q. In section III.4.B:6, The RFQ states encryption capable. Does that mean encryption should be implemented with this installation?

A. Encryption will be implemented at installation time at the customer's direction.

Q. Page 7 lists the existing tape equipment to be removed. Will 12 or 16 of the 9490-M34s need to be removed? More specifically: 16 M34's means 16 transports / 4 frames - so 3 frames / 12 transports would be removed. Is this correct? 1 frame / 4 transports will be kept by the State.

A. 3 frames and 12 transports will be removed.

Q. Will you be financing all aspects of the solution? More specifically: Is the State going to finance the implementation services? Is the State going to finance any installation / de-installation services?

- Is the State going to finance tape media?

A. YES. The vendor will offer financing for all aspects of this RFQ to the customer.

Q. Will there be a 2nd Mainframe CPU at your replication target site?

A. No.

Q. Will your replication site be just a data "Bunker" or will there be some DR capabilities there?

A. Only the replication hardware and a tape library will be located at the remote site.

Q. With respect to Item # 3 in section III, sub-section B, Question: What type and speed of Network Connection will support replication between the Building 6 Data Center and the remote facility?

A. The State plans to use dual 1 GB links.

Q. With respect to the virtual tape solution, is the overall solution required to have redundant Virtual Tape processing Capabilities (known as "High Availability") at each location?

A. No.

Q. With respect to Line 7 in Section III, sub-section B (page 9), "The customer currently has approximately 40 terabytes of tape data on 3490 and 3590 tape media. The proposed system shall be capable of supporting that data." Question: Does the 40TBs of tape information reflect a compressed data size or does the 40TBs reflect an uncompressed data size?

A. The 40 TB of tape data is the approximate amount of existing compressed data on 3490 and 3590 tape media. The proposed solution shall be capable of supporting that data.

Q. With respect to Item # 3 in section VI (page 12), "The customer will not formally accept a system until it has operated without failure for 30 consecutive days." Question: What specifically is considered a failure in this statement? For example, would a failure on a device/host/CPU that is not part of the Virtual Tape solution, but is required by the Virtual Tape solution to work properly, constitute a failure and prevent acceptance of the Virtual Tape solution? Please provide some examples.

A. In terms of system failure, we will evaluate the mainframe server and the virtual tape solution independently. The failure of the mainframe server within a 30 day period will not constitute a failure of the virtual tape solution.

Q. Is the State intending on financing ALL aspects of the acquisition? We sometimes see things such as tape media, installation, shipping, services not financed. Would like clarification as to how you would like us to proceed?

A. The financing requirement includes every aspect of the proposed solution made by the bidder as it relates to the specifications required by the customer.

Q. Is there any DASD (disk) replication between the primary and secondary data centers?

A. No.

Q. How is the State of West Virginia planning to use the secondary virtual tape server at the secondary site?

A. Tape data from the Primary site will be replicated to the Secondary site.

Q. Does the State of West Virginia plan to connect the secondary virtual tape server to an additional host processor? If so, where is that processor located?

A. No.

Q. How is the State of West Virginia planning to restore their systems? Please explain your Disaster Recovery procedure and requirements both for testing and for a real failover.

A. Does not apply to this RFQ.

Q. What are the Recovery Time objectives and how is this solution going to help better those objectives?

A. Does not apply to this RFQ.

Q. What is the Recovery Point objective?

A. Does not apply to this RFQ.

Q. The RFQ states that the State of West Virginia has 40TB of tape data. The list of parts in Appendix B (Required Virtual Tape Equipment) show 120TB of buffer. Can you please help us understand the capacity requirements? Why are 120TB of buffer required to archive 40TB of tape data?

A. The customer has approximately 40TB of tape data that is currently located on 3490 and 3590 cartridges. The customer has issued specifications to accommodate that data and for future growth.

Q. What is the anticipated date for answers to vendors' questions to be posted and distributed to all interested bidders?

A. The answer to this question must come from Purchasing.

Q. Can the deadline for RFQ responses be extended to 12/31/09 to allow more time for bidders to properly formulate a complete response?

A. No.

Q. For Z, are you looking to have services to prepare the current z environment for migration, and assist with the migration and cut over. Any other services required?

A. As per Section III, A,3: "The vendor shall provide on-site engineering support. The support shall commence with installation and continue until all applications have been migrated from the old server to the new server."

Q. Any specific training requested for the z environment?

A. As per Section IV,5: "The vendor shall provide on-site hardware, firmware, and software engineering support, and customer training, at or about the time of system installation. "