



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
DEV1285

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WV DEVELOPMENT OFFICE
 ADMINISTRATION
 BUILDING 6, ROOM 645
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0311 304-558-0350

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/19/2012				

BID OPENING DATE: 05/03/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		920-19		
<p>COMPUTER MANAGEMENT</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEVELOPMENT OFFICE ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF COMMERCE IS SEEKING A VENDOR TO PROVIDE MANAGED HOSTING SERVICES FOR THE DIVISION'S WEB PLATFORM WWW.WVCOMMERCE.ORG PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

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 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p>						

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<p>NOTICE</p> <p>A 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 ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE 43</p> <p>RFQ. NO.: DEV1258</p> <p>BID OPENING DATE: 05/03/2012</p> <p>BID OPENING TIME: 01:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND</p>						

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THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEV1285 ***** TOTAL: _____						

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WVCOMMERCE.ORG WEB PLATFORM HOSTING RFQ

INTRODUCTION:

The West Virginia Department of Commerce's Web Platform (www.wvcommerce.org) is the State's primary marketing tool for promoting tourism and development in West Virginia.

The application hosts a set of mission-critical applications for Commerce agencies – including the West Virginia Division of Tourism's extensive travel planner database containing thousands of accommodations and attractions, with separate interfaces to the consumer and the 1-800 Call Center. Supporting the West Virginia Development Office, the application allows the agency to maintain detailed commercial real estate information and statistics keyed to geospatial mapping. www.wvcommerce.org receives approximately 600,000 pageviews each month, with seasonal volume fluctuations in traffic driven by travel seasons and marketing investments. The application hosts dozens of targeted landing pages and minisites supporting Commerce's advertising on TV, print, online, search engines, social media and mobile devices.

The Vendor must provide 24-7 Uptime and "high availability" of this mission-critical application – with professional support of both hardware/bandwidth of the hosting environment and with application or .Net code maintenance support, as requested.

BACKGROUND:

The purpose of this RFQ is to identify a managed hosting Vendor who will lease and maintain the equipment, services and software listed below for a set monthly fee. **Commerce is seeking a one-year contract with the option to renew at the same terms and price for two (2) more years.**

The application has been hosted at Rackspace in Austin, Texas, for the past two-and-a-half years, receiving on average a 600,000 pageviews each month and growing. Commerce seeks to increase its traffic volume and add new clients onto our platform in the coming years, so the specifications are robust, with some spare capacity built in as contingency.

Commerce's Web Platform is a full-featured Web content management system, custom-built in .Net. Technologies in use include:

- Microsoft .NET Framework 3.5, C3, ASP.NET
- Microsoft SQL Server 2008
- Web Technologies, including XHTML, CSS, JavaScript, JQuery, AJAX
- GIS technologies, such as Sharp Map, BING, SQL, Server 2008 Spatial Tools
- Microsoft Windows Server 2008 with IIS 7
- Telerick Rad Developer Tools

Commerce foresees deploying our application and databases to the new hosting environment and testing for at least four to six weeks prior to redirecting the URL of our current live servers to the new servers. Commerce maintains a development server and code archive on site – therefore, this equipment is not included in this RFQ. Commerce's development server will be available to the winning Vendor as a test bed for code fixes, if needed. The development server is located at our offices in South Charleston, West Virginia.

DESCRIPTION OF CURRENT HOSTING ENVIRONMENT:

One (1) Webservice:

- Dell PowerEdge 2950 Win2k3 x64 Enterprise with 8GB RAM, Dual Quad Core 2.5 running RAID 5 on six (6) 300GB SAS hard drives. It is a dedicated resource
- Running Win2k3 x64 Enterprise with IIS and fully patched to the current level with no third party applications running.
- Using approximately 500GB of storage

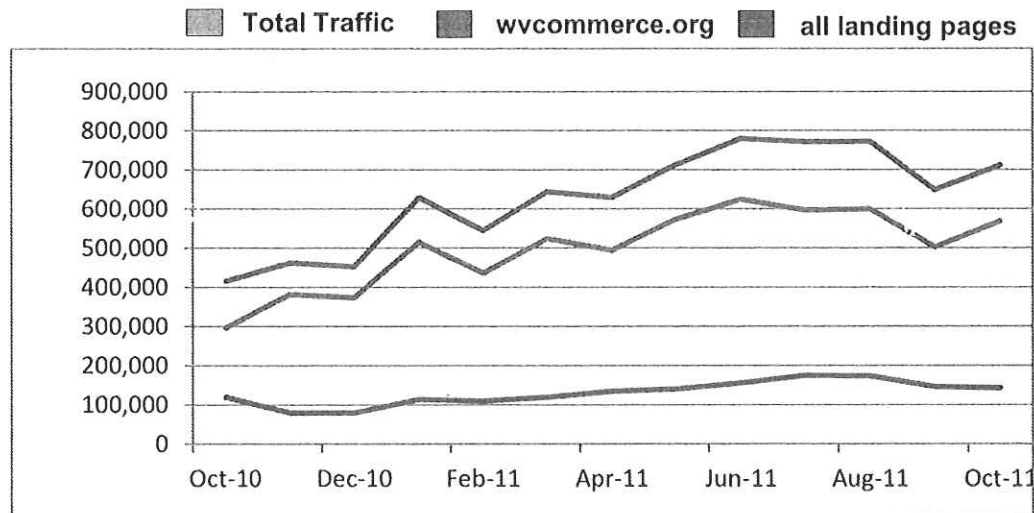
One (1) SQLServer:

- Dell PowerEdge 2950 Win2k3 x64 Enterprise with 16GB RAM, Dual Quad Core Xeon 2.5 running RAID 5 on three (3) 300GB SAS hard drives and a mirror on two (2) 146GB SAS hard drives. It is a dedicated resource
- Running Win2k3 x64 Enterprise running SQL 2k8 fully patched to the current level with no third party applications running.
- Using approximately 400GB of storage

There is a Cisco ASA firewall in place, as well as a Cisco Load Balancer.

Commerce's current configuration of hardware has our analysis services sharing the SQL server. There are times when we run reports that it slows down the database – and therefore the user experience of the application is negatively impacted. The specifications, below, strive to separate the analysis services onto a separate area; so, running reports does not impact site performance.

For calendar year 2011, the average bandwidth usage has been within 4TB data transfer per month for out-bound traffic. The following chart represents the growth in our application's pageviews over the past year. Commerce expects the volume of traffic to increase in the future.



SCOPE OF WORK:

The Vendor must provide Commerce with one (1) monthly hosting cost that covers the following services, licenses and hardware (See Cost Sheet on Page 9).

The successful managed hosting provider must be a Gartner tier leader or challenger. Set up and installation of the application must be in the Vendor's bid as a separate item.

1.0 Managed Hosting Services (Must meet or exceed)

- 24x7x365 Support
- 1 Hour Hardware Replacement Guarantee
- Port Monitoring Service
- Monthly Server Patching and Vulnerability Analysis
- New Hardware Provisioned in 15 Business Days

Bandwidth

- Up to 4 TB Outbound Transfer
- Unlimited Inbound Transfer
- 100 Mbps Connectivity to the Internet, 300 Mbps Aggregate or greater
- Redundancy of four or more Diverse Path Backbone Internet Connections

HOSTING STRATEGY:

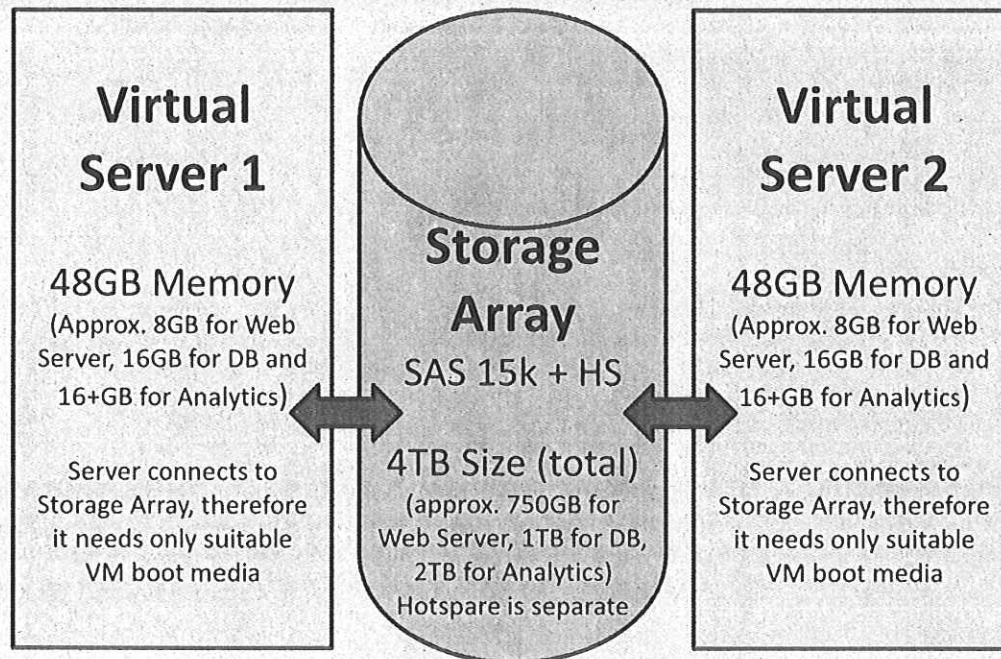
Commerce is seeking a "Private Cloud" solution. We wish to virtualize 3 servers, using VMware (virtual machines) or the equivalent technology. Please specify VMware with High Availability. The VMs will sit on physical gear. The following server specifications are provided with this strategy in mind.

Vendor costs must be based on Commerce leasing this equipment from a Gartner tier leader. Commerce must be identified as the having full access to our production servers and code. Commerce must have full authorization and be recognized by the hosting Vendor as the owner of the application.

The equipment provided by the managed hosting facility must meet or exceed the equipment specified in this RFQ; however, a local firm may subcontract hosting if they meet the expected system administration and code maintenance requirements.

2.0 Hardware

Private Cloud Strategy: Virtualize Web, DB and Analytics Servers with High Availability, accessing External Storage Array



2.1 Two (2) Virtual Servers (Private Cloud) with High Availability

Currently, reporting is taxing on our database server and our log files become too large. Commerce requires a separate virtual server to run our analysis services, apart from our SQL DB using virtual machines or VMware.

Therefore the successful vendor must upgrade Commerce's existing operating system and software to a Dell PowerEdge R710 (Intel® Xeon® E5645), or equivalent servers as the virtual servers. Commerce estimates it needs at a minimum 48GB of memory on two (2) servers to accommodate the following: 8GB of memory to the Web Server, 16GB to the DB server and the rest to the Analytics Server.

Vendor pricing must accommodate the correct licenses for:

- Operating System & Software
- Microsoft Windows Server 2008 Enterprise Edition – 64-bit and IIS
- Microsoft SQL Server 2008 Standard Edition
- Managed Backup Agent for Microsoft SQL Server (see Managed Backup below)

Hardware

- Dell PowerEdge R710, or equivalent
- Dual Processor, Quad Core 2.5 GHz Processor or greater
- 48GB Memory, Optimized
- Suitable VMware boot media
- Redundant Power
- 100 Mbps Connectivity

Standard Drive Partitioning

C:\ - single partition

External Storage Connection(s)

- Private Backup Network Connection
- Dell PowerVault Unit (See: 2.2)

2.2 One (1) Storage Array

- Hardware such as Dell PowerVault MD3200 Dedicated Storage Unit, or equivalent
- RAID 5 + HS Configuration, or equivalent
- 4TB total capacity, SAS 15k (approximately 750GB for Web Server, 1TB for the SQL database, 2+TB for Analytics Server)
- Separate Hotspare

3.0 Other Services to be provided by the Managed Hosting Facility

3.1 One (1) Firewall, Shared

- Hardware
- Cisco ASA 5510 Firewall
- 100 Mbps Throughput
- 130,000 Concurrent Connections
- Stateful packet inspection
- Fully Managed Device, includes 24x7 Monitoring, Rule Changes and 1 Hour Replacement Guarantee

3.2 Dual Active/Active Storage Controllers

- 512MB Battery-backed Cache (per controller)
- Redundant Power

3.3 Server & Application Monitoring

- Port Monitoring
- Ping and TCP Port 80
- Additional Ports Monitored (e.g. FTP, SSH, DNS, POP3, MS SQL)
- 10-Minute Polling with Automated Ticket Creation and Response

3.4 Advanced Availability Monitoring

- URL, FTP and Mail Service Monitoring
- 10-Minute Polling, Automatic Alert Escalation

3.5 Synthetic Transaction Monitoring

- Scripted Site Walkthrough to Simulate a Typical User Interaction
- 10-Minute Polling with Automatic Alert Escalation

3.6 Managed Backup

- Setup, Configuration and Monitoring
- Weekly Full, Daily Differential Backup Schedule
- Automatic Tape Rotation, 2-Week On-site Retention

Application Set-up and Support

4.1 Application Set-up

The successful vendor will provide Commerce technical assistance in establishing our application in its new environment.

As noted in this specification, currently the analytics services and SQL database are on the same server and the virtual solution we're seeking will separate them. Configuration changes will need to be made to our applications/databases and tested.

Commerce will allow up to 40 hours to be billed for server set-up and configuration. Among the tasks the successful vendor will perform are the following:

- Analysis Server set up of 10-12 hours is estimated.
- Develop a data storage plan and automated service to purge the application of old log files on a monthly basis. Commerce wishes to keep 13-months of traffic history at all times. Commerce estimates 4-8 hours of work.
- Configuration changes to the Web application will be needed, because the analysis currently is done on the database server. Budget, 6-8 hours for this work.

Commerce will not pay for more than 40 hours of application set-up work, unless there is specific justification given in advance by the Vendor and approved by Commerce before the work is initiated.

4.2 Monthly System Administration Support and .Net Code Maintenance

Commerce will require approximately 20 hours of monthly support, on an as-needed basis. The Vendor must provide an hourly cost for system administration support and .Net code fixes (See the Cost Sheet on Page 9).

Examples of Support:

- Resolving errors on the site caused by coding issues (researching, editing code, testing) and assisting Commerce with deploying changes to code.
- Responding to emergency calls 24-7 if the application is down and helping Commerce determine if it's a coding or hosting issue. Identifying and then fixing coding or database issues.
- Reestablishing Google Analytics Reports on the new system.
- Assisting Commerce in launching new code or making updates to the current code, such as with any coding updates required by third-party licenses or fixes resulting from compatibility testing with new browsers that may come online in the future.
- Following step-by-step instructions to restart our application if it goes down.
- Clearing out the old log files and restarting analytics server if it gets backed up.
- This is not an exhaustive list of support items.

4.2.1 Issue Prioritization and Response:

The successful Vendor must meet or exceed the following issue prioritization and response levels.

- Severity 1 Issue** – System is down (Initial Vendor response within 1 hour after report of issue)
- Severity 2 Issue** – High-impact bug or error preventing use of CMS features, including the inability to update user-facing content or the inability to run reports or conduct business, such as handle Call Center activities or fulfill Travel Guides using the system. (Initial Vendor response within 2 hours after report of issue)
- Severity 3 Issue** – System is not as responsive as expected, such as database issues or slow CMS response times. (Initial Vendor response within 4 hours after report of issue)
- Severity 4 Issue** – Bug or error that can be duplicated, low impact, not widespread, such as a browser compatibility issue. (Initial response within 8 hours after report of issue)

4.2.2 Response Time and Process:

In its response to the RFQ, the Vendor must provide Commerce a detailed description of the issue tracking and resolution it will provide for code fixes, database maintenance or other system maintenance issues. The response must meet or exceed the following expectations:

1. Initial response – Investigation begins according to severity level, listed above.
2. Issue resolution – The Vendor will continue to work on the problem according to above schedule until the problem is resolved or client agrees on solution. Severity 1 & 2 issues must be resolved within 24 hours. Severity 3 & 4 issues must be resolved within 48 hours.

3. Notification of progress and resolution – Commerce expects the Vendor to be in contact during the bug fixing or maintenance process. After an initial investigation, the Vendor must communicate the status of the issue and estimate the time to fix it, and get authorization to fix the issue. The Vendor must see prior approval from Commerce if the fix will take longer than the original estimate.
 - Severity 1 & 2 – status updates provided by phone.
 - Severity 3 & 4 – status updates by email.

Severity 1 & 2 Response Penalty: If a Severity 1 & 2 Issue goes unresolved beyond the 24 Hours after the stated response times listed above, the Vendor will be subject to a penalty of one thirtieth of the vendor's hosting cost for each day Commerce is unable to use the site or conduct business with wvcommerce.org.

4.2.3 Team Qualifications:

The Vendor must identify two key technicians or developers (one primary and one back up) who will be assigned to the Commerce project as well as provide copies of their resumes.

The Vendor must detail the technician's experience with:

- Server setup and management
- Database setup and management
- Microsoft .NET Framework 3.5, C3, ASP.NET
- Microsoft SQL Server 2008
- Web Technologies, including XHTML, CSS, JavaScript, JQuery, AJAX
- GIS technologies, such as SharpMap, BING, SQL, Server 2008 Spatial Tools
- Microsoft Windows Server 2008 with IIS 7
- Telerick Rad Developer Tools

Please note any unique qualification these developers have related to managing this type of application.

Commerce Access and Ownership:

As noted, above, the Vendor shall not restrict or limit Commerce's access to its code or databases on the production environment.

Commerce reserves the right to hire additional third-party developers or use State resources to develop and launch new features to the application or new code. This RFQ in no way limits Commerce's ability to use whatever coding or system administration resources necessary beyond this contract to maintain the wvcommerce.org application.

Commerce will work with the winning Vendor to agree upon a notification process and coordination of code updates. The winning Vendor will not be held responsible for issues caused by these efforts.

All coding work the Vendor may perform and the code associated with wvcommerce.org remains the property of the West Virginia Department of Commerce. Information in our databases and systems (example: email or mailing lists) must be kept confidential and remain Commerce's sole property.



COST SHEET

Description	Cost		Annual Quantity		Amount
Monthly Managed Hosting Fee	\$ _____ Per/Month	X	12 Months	=	\$ _____
Application set up, configuration and testing	\$ _____ Per/Hour	X	40 Hours	=	\$ _____
Monthly system administration and .Net code support	\$ _____ Per/Hour	X	240 Hours	=	\$ _____
TOTAL YEAR ONE COST					\$ _____

Note: This is an estimate for evaluation purposes only.

In its response, the Vendor must provide its service level agreement terms that specifically address the items in Section 4.2 (issue prioritization and response times), along with the above pricing for Commerce's review.

The selected Vendor must comply with West Virginia's general terms and conditions for RFQs.

Commerce is seeking a one-year managed hosting contract, renewable at the same price and terms for two (2) subsequent years.

This contract will be awarded to the vendor who provided the lowest cost for a one year period who is able to provide the necessary equipment as well as provide the technical assistance required.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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 exceed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____