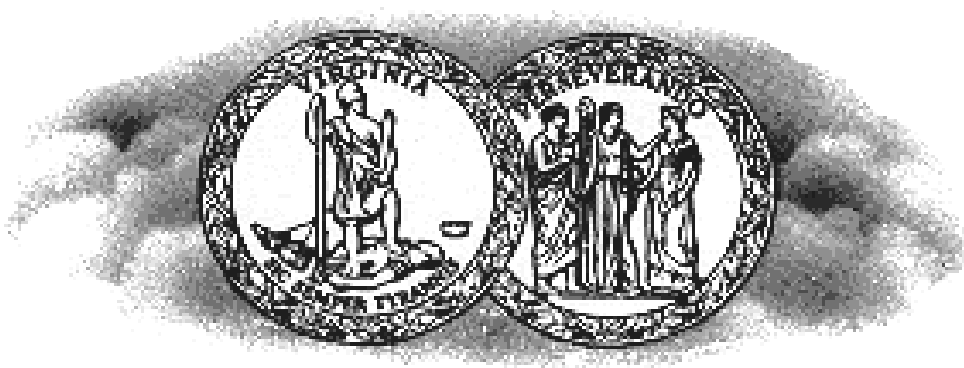


*COMMONWEALTH OF VIRGINIA*

**STATE CORPORATION COMMISSION**

**Request For Proposals #SCC-11-022-ITD**

**Network Disaster Recovery Facility Services**



VIRGINIA STATE CORPORATION COMMISSION  
TYLER BUILDING  
PO BOX 1197  
RICHMOND, VIRGINIA 23218-1197

Issue Date: January 20, 2012

**Sealed Proposals Shall be Received Until 2:00 PM, February 13, 2012**

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

# REQUEST FOR PROPOSALS

RFP #SCC-11-022-ITD

Issue Date: January 20, 2012

Title: Network Disaster Recovery Facility Services

Commodity Code: 99060

Issuing Agency: COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
COMMISSION COMPTROLLER'S OFFICE  
PROCUREMENT  
1300 E. MAIN STREET  
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 East. Main Street

Period of Contract: From Date of Award For An Initial Three (3) Year Term, with Three (3) Two-Year Renewal Options

**Sealed Proposals Will Be Received Until 2:00 p.m., February 13, 2012 For Furnishing the Services Described Herein.**

All Inquiries for Information Must Be in Writing and Directed To: Ann Sells ([ann.sells@scc.virginia.gov](mailto:ann.sells@scc.virginia.gov)) or by Fax: (804) 371-9836.

**MAIL OR HAND DELIVER SEALED PROPOSALS TO:**

Ann Sells, CPPB, VCO  
State Corporation Commission  
Office of Commission Comptroller  
Procurement Section  
1300 E. Main Street, 7<sup>th</sup> Floor  
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

<b>Name And Address Of Firm:</b>	
_____	Date: _____
_____	By: _____
_____	(Signature in ink)
_____ Zip code: _____	Name: _____
FEI/FIN No.: _____	(Print Name)
Telephone Number: ( ) _____	Title: _____
FAX No.: ( ) _____	Email: _____

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## I. **PURPOSE:**

The purpose of this Request For Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified source to provide, maintain, and manage a data center facility (Facility) in which the State Corporation Commission (SCC) will locate and maintain its network disaster recovery system (DR System).

## II. **PROPOSAL INQUIRIES/POINT OF CONTACT:**

All inquiries concerning this RFP must be submitted in writing by email or US mail and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, RFP number, Page, Section, and Paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror's proposal.

SPOC E-Mail:           ann.sells@scc.virginia.gov  
SPOC Tele #:           (804) 371-2123

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries must be received by the SPOC no later than five (5) business days, February 06, 2012 prior to the proposal due date. Questions received later than this date will not be considered properly submitted and will not be considered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

## III. **BACKGROUND:**

### **State Corporation Commission**

The SCC has developed and maintains a comprehensive Business Continuity Plan. Included in the plan is an information technology disaster recovery strategy that relies on offsite redundancy of the following components from the SCC's core computer system:

- Microsoft Windows® domain controller
- Microsoft Exchange e-mail system
- Disk-based storage system
- IBM mainframe to support the Commission's Clerk Information System (CIS) application
- Mainframe tape backup/restore system

- Cisco Voice over IP (VoIP) phone system, including Automatic Call Distribution and Interactive Voice Response systems

These components comprise the DR System, which will be provided and maintained by the SCC and must be located in a suitably stable, secure and local Facility. The Facility must remain viable and accessible to SCC network staff both during ongoing maintenance as well as in the event of a disaster affecting the availability of the SCC's core computer system, which is located at the Tyler Building, 1300 E. Main Street, Richmond, Virginia (SCC Headquarters).

#### **IV. GLOSSARY OF TERMS:**

The following terms and definitions apply to this RFP and any resulting contract:

**All Inclusive** - As used in this RFP, "all inclusive" means the proposed solution includes all contractor services required to provide, maintain, monitor, and manage a Facility for the DR System.

**Contractor** - The term "Contractor" refers to the person/firm awarded a contract to provide the services required in this solicitation.

**Offeror** - The term "Offeror" refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

**Shall/Must** - As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution.

**Solution** - As used in this RFP, the term "solution" refers to all equipment, software, licenses, warranties and contractor services required to provide, implement, maintain, monitor, and manage a Facility for the DR System.

**Technical Feasibility** – As used in this RFP and as designated in Section VI, technical feasibility refers to those requirements labeled as "TF" that are important factors that will be considered in the first round of evaluating the proposals.

**Until** - Up to the time of or before a specified time.

**24/7** - 24 hours a day, 7 days a week, every day of the year.

#### **V. OFFEROR QUALIFICATIONS:**

- The Offeror shall have a minimum of three (3) years in business providing the services described herein.

- The Offeror's Facility must be located more than a five (5) mile radius from and within a forty-five (45) mile radius of SCC Headquarters.
- The Offeror must have undergone a SAS-70 Type II compliance audit and/or a SSAE-16 compliance audit within the previous 24 months and must provide final audit results as part of their proposal response to this RFP.

## VI. STATEMENT OF NEEDS:

The Offeror shall provide the SCC with a leased space Facility to store and operate technological equipment owned by the Commission. This equipment will be utilized by the Commission in order to prepare for and respond to a disaster that interrupts e-mail or VoIP telephone usage or that limits access to the Tyler Building or the SCC's mainframe. The Facility must be maintained by the Offeror for ongoing use by the SCC. The Offeror shall provide the SCC with appropriate space, power, cooling and external data communications accessibility for a minimum of four (4) SCC full cabinets that is inclusive of one (1) IBM z9 mainframe cabinet, based on the following requirements:

### A. Structural/Location

1. Be located in a geographic area easily accessible to SCC staff.

*The Offeror's response shall include the following information:*

- a. The Facility's address
  - b. The number of miles radius from SCC Headquarters
  - c. A description of the access roads to the Facility.
2. Operate in an area that has a low crime rate that meets the SCC's satisfaction, as can be verified by local police department statistics or other bona fide data. (TF)
  3. Operate in a tornado, seismic, and flood reinforced building. (TF)

*The Offeror's response shall describe the Facility's reinforcement. Include answers to these questions:*

- a. Does the Facility reside in a seismically active area? If yes, elaborate about nearby faults and/or liquefaction zones and what mitigation has been done to limit earthquake damage and resultant outage.
- b. Does the Facility reside near train tracks or near or under normal established flight or approach paths for any nearby airports or near facilities that maintain flammable or combustible materials (i.e., nuclear power plants, natural gas facilities, oil refineries, pipelines, etc.)? If yes, elaborate.
- c. Provide information about your company's disaster recovery plan for the proposed Facility, including what provision is made for a company to relocate its

equipment to an alternate location. Include discussion of the decision criteria, procedures and timelines for activating your company's disaster recovery plan, as well as what customers are required or expected to do in the event of activation of your company's disaster recovery plan.

- d. Describe how your proposed Facility is tornado, seismic, and flood reinforced.
4. Be located in a Facility suitable for a data center. (TF)

*The Offeror's response shall include sufficient information to confirm that the Facility is not a re-purposed building and shall include answers to the following questions:*

- a. What is the design strength and base floor loading capacity of the Facility?
  - b. What specific weather conditions is the Facility constructed to withstand?
  - c. Describe how the roof of the Facility is constructed in a manner to prevent ponding or other standing water?
  - d. Describe the building materials used in the construction of the Facility.
  - e. Are there any outside windows in the Facility data center area? If so, describe how the windows are secured and monitored.
  - f. Is the Facility floor equipped with anti-static protection? Elaborate.
  - g. Where are on-site flammable consumables stored (e.g., paper, cleaning supplies, fuel, etc.)?
  - h. Describe if the Facility is equipped with a loading dock, lift platform and/or forklift. What security measures are in place at the loading dock?
  - i. What height are the ceilings in the Facility?
  - j. What is the height and load capacity of the raised floor?
  - k. What elevation is the Facility floor relative to ground level?
  - l. For what purposes, if any, is the Facility or contiguous building space used other than as a data center?
5. Facility Capacity and Future Growth Plans.

*The Offeror's response shall include answers to the following questions:*

- a. What is your company's strategic plan as it pertains to responding to changes in the pace of business growth and acquisition?
- b. Describe additional space adjacent to the proposed space for future growth (e.g., first right of refusal, etc.).
- c. What is the typical turnaround time to provision additional floor space?
- d. What is the total current available square footage in the Facility available for private cabinets/cages/suites?
- e. What provisions can be made for customers to ensure available space for future growth needs that would keep all cabinets together?
- f. Describe any partially completed space available in the Facility for rapid future growth.
- g. Describe any plans to add capacity at this Facility.

- h. Describe any plans to close, move or substantially alter this Facility in the next 5 years.
- i. What are your capacity planning methodology and related growth thresholds?
- j. What is the approximate number of clients that currently have equipment in the facility?
- k. What additional suitable sites with similar purpose does the company provide in other geographical areas?
- l. Where are these additional sites located, and how long has each been in operation?
- m. What is the current occupancy rate at each additional site?
- n. What is the data connection between these additional sites?
- o. Which of the additional sites are most suited to provide the proposed services?
- p. How many companies currently have equipment in the proposed Facility? Indicate the current number of government firms and the number of private firms.
- q. What is the percentage of overall annual revenue represented by the five (5) clients that contribute the most to revenue?

## **B. Electrical**

- 1. Provide an electrical environment that includes the following: (TF)
  - a. Power for the equipment listed in Appendix G.
  - b. Source electrical power from multiple power grids.
  - c. Multiple uninterruptible power supply (UPS) units.
  - d. Redundant power distribution units (PDUs).
  - e. Emergency power off switch.
  - f. Redundant conditioned power for each rack/cabinet.

- 2. Provide a generator system to furnish emergency electrical power to the Facility. (TF)

*The Offeror's response shall include answers to the following questions:*

- a. How long do the fuel tanks supply power for the Facility before they must be replenished?
  - b. Describe how all generators are maintained according to manufacturers' specifications.
  - c. Describe how frequently generators are tested.
  - d. Is the generator system fault-tolerant? If so, describe.
  - e. What is the percentage of generation capacity relative to the full load of the Facility?
  - f. What is the expected run-time for the generator(s), assuming full load?
  - g. What fuel resupply contracts, including any priority status service, are in place for the generator(s)?
- 3. Feature dual grounding protection that includes the following: (TF)
    - a. Describe how all racks, cable trays, and communication equipment are grounded in the Facility.

- b. Identity Isolated ground – ability to provide a dedicated grounding bar tied to an isolated bus bar in the service panel that supplies the primary rack’s power.
  - c. All metallic objects on the premises that enclose conductors or that are likely to be energized by electric current are effectively grounded.
4. Deliver power to the computing cabinets. (TF)

*The Offeror’s response shall include descriptions of the following:*

- a. The power distribution infrastructure within the Facility. Detail any policies your company currently has for managing power.
  - b. Your company’s standard power offerings available to all cabinets/racks.
  - c. Your recommended power configuration for the equipment listed in Appendix G.
  - d. Any real-time power monitoring abilities and processes provided (e.g., Branch Circuit Monitoring).
  - e. The surge/spike/over voltage protection devices in use.
  - f. The lightning protection devices in use.
5. Provide utility grid redundancy. (TF)

*The Offeror’s response shall include the following descriptions:*

- a. The design of the Facility’s power redundancy.
- b. The process your company currently has for managing power redundancy.
- c. The design and availability of uninterruptible power supplies (UPS).

### **C. Cooling/Environmental**

1. Provide adequate multi-zone air conditioning to accommodate four (4) SCC full cabinets and equipment that is inclusive of one (1) IBM z9 mainframe and cabinet, including N+50% cooling for all equipment, constant temperature between 68-75°F, and constant humidity between 45-55%. (TF)

*The Offeror’s response shall include descriptions of:*

- a. The cooling design for installed cabinets. For example, is there raised floor with forced air cabinets, raised floor with cold aisle/hot aisle, no raised floor with ceiling ducted cold aisle/hot aisle, in-row cooling, above row cooling, vented cabinets, etc.?
- b. Any redundancy incorporated in the cooling/environmental systems.
- c. The environmental condition monitoring and recording capabilities.
- d. Your company’s best practices on hot/cold aisles.
- e. Any service level agreement that pertains to maintaining a constant climate.
- f. The minimum, maximum and average humidity and temperature levels inside the Facility.

### **D. Data Communications**

1. Provide a redundant data communications network infrastructure. (TF)

*The Offeror's response shall include a description of the company's data communications proposal for supporting the SCC's intention to:*

- a. Replicate in real-time all production e-mail from the SCC's Headquarters to the SCC's e-mail equipment at the Facility;
  - b. Provide the ability to failover production e-mail to the SCC's e-mail equipment at the Facility, allowing access to the SCC's user base via Microsoft Outlook Web Access over the internet;
  - c. Replicate in real-time all production VoIP configuration changes and voice-mail from the SCC's Headquarters to the SCC's VoIP equipment at the Facility;
  - d. Provide the ability to failover production VoIP services to the SCC's VoIP equipment at the Facility, using a dedicated telecommunications circuit between the Facility and the SCC's headquarters, a connection from Verizon to the Facility via a Primary Rate Interchange (PRI) telephony data circuit, and connection by SCC users over the internet via a SCC-supplied Virtual Private Network (VPN);
  - e. Provide the ability as part of business continuity operations for SCC staff and external customers to use the SCC's CIS mainframe application, hosted on the SCC's mainframe equipment at the Facility.
2. Offer a high-speed internet connection that can support a sustained minimum speed of 45 Mbps. (TF)
  3. Provide a managed internet service from at least two different Internet Service Providers, complete with the option for scalable speed, so that an immediate increase of bandwidth can be provided if needed. (TF)

*The Offeror's response must include answers to the following questions:*

- a. What is the level of bandwidth flexibility available in the event that the SCC's needs should change?
  - b. What are the names of the Internet Service Providers that are available in the Facility and proposed for this solution?
  - c. Describe the type of connection(s) the Facility has with the Internet Service Providers.
4. Provide bandwidth monitoring and reporting via a customer-accessible internet-based portal. (TF)
  5. Provide routing optimization. (TF)

*The Offeror's response must describe the method of circuit routing optimization.*

## **E. Fire Protection**

1. Provide a comprehensive fire suppression system. (TF)

*The Offeror's response shall include answers to the following questions:*

- a. What zone based detection and suppression system and what incipient detection system is in place?
- b. What pre-action sprinkler system is in place?
- c. What heat/smoke detectors and under-the-floor water detectors are in place?
- d. What dry pipe suppression system is in place?
- e. What non-water fire suppression system is in place?
- f. For non-water fire suppression systems, what fire suppression agent is used?
- g. Where are smoke and heat detection sensors located?
- h. Is the Facility equipped with Very Early Smoke Detection Apparatus (VESDA)? If yes, elaborate.
- i. If equipped with any non-water fire suppression systems, does this Facility reside in a jurisdiction that requires water-based fire suppression systems in addition to any non-water systems?
- j. If equipped with water-based fire suppression systems, describe the operation of the water-based sprinkler system.
- k. Is the Facility equipped with an emergency power off (EPO) system? If yes, explain which systems are affected, if there is any activation delay and any measures to prevent accidental trigger.

## **F. Security**

1. Provide a security system that includes the following: (TF)
  - a. Video surveillance with digital recording on all entrances and exits.
  - b. 24/7 guards.
  - c. Biometric, PIN, and card access.
  - d. Mantrap access.
  - e. 24/7 unescorted customer access.
2. Provide security audit trail capability for a minimum of the most recent 90 days. (TF)
3. Provide separation of customer personnel from equipment. (TF)

*The Offeror's response shall include answers to the following question:*

- a. If cages and/or suites are utilized, how is security within the cage/suite ensured? For example, do cages extend from floor to ceiling, are floor tiles secured, are cages equipped with locks, etc.?
4. Provide access and physical security. (TF)

*The Offeror's response shall include answers to the following questions:*

- a. What are the features of the grounds, parking lot, approaches, fencing and any external physical security features of the Facility? Include photos if appropriate.
- b. What are the features of the physical security of the Facility?
- c. How would SCC staff and any of the SCC's third party contractors and/or contractor staff be given access to the Facility?
- d. How would our staff be given access to the proposed cabinet and/or cage? Include physical locking details (e.g., padlock, commercial lockset, high-security lockset, cipher-lock, electronic cipher-lock, biometric lockset, etc.).
- e. Who else would have access to the proposed cabinet or cage (other than SCC personnel)?
- f. What advanced access control features are in place (e.g., multi-layer access, mantraps, biometric authentication, two-factor authentication, etc.)?
- g. Is the Facility manned at all times? Describe the type of staff (e.g., full-time or part-time, employee or contractor, etc.) manning the facility on a normal basis.
- h. What video monitoring is in place, and if there are video recordings, what is the retention policy and procedure?
- i. What security/environmental alarm systems are in place, and what sensors and variables are monitored and recorded?
- j. What advanced physical security features are in place (for example, a visitor escort policy)?
- k. What security related incidents have occurred on-site or been reported to law enforcement in the past 5 years?
- l. How many current customers are located within 100 miles of the Facility?

## **G. Audit**

1. Provide proof of audit of SAS-70 Type II compliance and/or SSAE-16 compliance and access to all such audit information for such audits dated within the previous 24 months.

*The Offeror's response shall include answers to the following questions:*

- a. How long has your company been compliant with SAS-70 Type II and/or SSAE-16 audit standards?
- b. Does your company maintain other facility or process certifications, such as Certified HIPAA Security Specialist (CHSS), Payment Card Industry Data Security Standard (PCI DSS) compliance, Gramm-Leach-Bliley Act (GLBA) compliance or Sarbanes-Oxley Act (SOX) compliance?

## **H. Availability/Reliability**

1. Provide a Service Level Agreement that guarantees 99.9% uptime for the electrical power as described in Section VI B 1-5, cooling as described in Section VI C1, fire suppression system as described in Section VI E 1a-k, physical security as described in Section VI F 1-4 and external data communications as described in Section VI D1-5 supporting the DR System with specific penalties included for failure to meet 99.9% uptime for any one of the requirements listed in this section. (TF)

*The Offeror's response shall include answers to the following questions:*

- a. Are there known pre-scheduled period maintenance windows that result in any outages at this Facility? If yes, elaborate.
  - b. What is the notification procedure for scheduled outages?
  - c. Detail any maintenance plan in place for all of the Facility's equipment.
  - d. What is the data center tier (according to Telecommunications Industry Association TIA-942) that this Facility was intended to provide?
  - e. List incidents of unavailability of this Facility over the past 60 months and how long each incident lasted.
  - f. Is customer satisfaction currently measured and recorded? If yes, provide these metrics and historical reports.
  - g. What is the escalation policy and procedure for unplanned outages or customer satisfaction issues?
  - h. What are the service level penalties for failure to meet 99.9% uptime in providing any one of the following: electrical power, cooling, fire suppression system, physical security and external data communications as described in Section B1-5, C1, D1-5, E1 and F1-4 supporting the DR System?
  - i. Describe how the service level is monitored, measured and verifiable.
2. Provide network and facility monitoring. (TF)

*The Offeror's response shall include descriptions of the following:*

- a. The monitoring systems currently in use.
  - b. The hours these systems are actively monitored.
3. Provide qualified operations personnel. (TF)

*The Offeror's response shall include descriptions of the following:*

- a. Your on-site operations staff and their qualifications, to include any third party contractor(s).
- b. Your staff qualification requirements, to include any third party contractor(s).

Responses should provide answers to the following questions:

- 1) What screening methods are used for all employees (background checks, etc.)?
- 2) Is your company staffed by your own employees or by third party contractors?
- 3) The services that your on-site personnel can offer on an as-needed or contracted support basis.
- 4) The standard processes and response times for customers to request services, be notified of outages and otherwise contact operations personnel for assistance.
- 5) The emergency contact procedures and response times.

- 6) How your company communicates issues internally, especially those dealing with emergencies.
4. Provide a no lockout policy agreement guaranteeing the SCC continual and uninterrupted access to the Facility.

## I. Optional Services

1. Provide a list of all optional services offered at this Facility, including:
  - a. Additional monitoring services.
  - b. Remote hands (i.e., Offeror personnel performing hands-on services upon SCC request).
  - c. Tape vaulting and primary backup services.
  - d. Off-site disk/tape mirroring services.
  - e. On-site staff office facilities.
  - f. SAN/NAS shared storage service.
  - g. Intrusion Detection / Intrusion Prevention Services.
  - h. Facility cabling services.
  - i. Cabinets and installation services.
  - j. Support for special power requirements.
  - k. Mbps internet connection burstable to 100 Mbps.
  - l. 50 Mbps and 100 Mbps non-burstable internet connections.
  - m. VLAN with 16 useable public IP addresses.
  - n. Pricing variations between the Offeror's sites, if any. **(To be provided in Binder 2 and indicated as "Optional Services" pricing)**
  - o. Any other services offered by your firm that may be relevant to the SCC's desired solution.

## VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

### A. General Requirements

1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as required in Section VII, C. 1 (Format) and 2 (Organization) and as requested below, so marked, and sealed separately as follows:
  - a. One (1) complete **original** proposal contained in a three (3) ring binder (do not include pricing) and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the (3) ring binder and the CD:
    - Offeror name
    - "*Original Proposal*"
    - RFP #SCC-11-022-ITD

- b. One (1) complete copy of **redacted copy (removing any proprietary data or material)** of original proposal contained in a three (3) ring binder (do not include pricing) and one (1) CD of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the (3) ring binder and the CD:
- Offeror name
  - *“Redacted Copy of Original Proposal”*
  - RFP #SCC-11-022-ITD
- c. Seven (7) **copies** of the Original proposal (do not include pricing) contained in single three (3) ring binders and one (1) CD of the same in a Microsoft compatible file format included in each binder. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:
- Offeror name
  - *“Original Proposal Copies”*
  - RFP #SCC-11-022-ITD
- d. One (1) complete **Pricing** proposal contained in a single three (3) ring binder and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
- Offeror Name
  - *“Pricing Proposal”*
  - RFP #SCC-11-022-ITD

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. The proposal shall be signed by a person legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- b. All information requested should be submitted as requested in Section VII, C. 1, 2 and 3 below. Failure to submit all information and in the format requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- e. Upon award, the selected Offeror shall provide to the SCC two (2) CD's in any Microsoft compatible file format and two (2) bound hard copies of the entire RFP response that include any negotiated changes. Additionally, the selected Offeror shall provide one (1) CD in any Microsoft compatible file format and one (1) bound hard copy of the entire RFP response that have been redacted (removing all proprietary information or material) and include any negotiated changes of the same.
- f. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

3. Oral Presentation/Site Visit:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted. Offerors may also be required to facilitate a site visit of their Facility for the SCC.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services. Offerors shall not include marketing materials to respond to any of the following:

1. Specific Plans (Proposal) – Offeror must provide specific plans for providing the proposed services to include a written narrative that:
  - a) Demonstrates the experience, qualifications, ability and expertise of Offeror and Offeror’s proposed staff to provide the requirements set out in Section VI, Statement of Needs;
  - b) Describes how Offeror proposes to provide and meet each specific requirement in the Statement of Needs set out in Section VI A through I, responses to the specific related questions/statements and Reporting Requirement set out in Section IX;
  - c) Includes any advantages Offeror has over its competition, including any services Offeror currently provides or plans to utilize in the near future, that are unique within the industry and could be advantageous to the SCC;
  - d) Indicates acceptance of all General and Special Terms and Conditions (reference Section XII and XIII);
  - e) Identifies all staff, including management personnel and account managers, responsible for the relationship between the Offeror and the SCC, and those staff members who will provide the services requested in this solicitation in the event of a contract award (if any), to include:
    - Complete names, business and cellular telephone numbers, fax numbers and email addresses;
    - Description of relevant experience of each and their qualifications;
    - The function(s) or portion of service each proposed staff member will perform, and if staff member’s time is designated as primarily technical, supervisory, oversight, etc.

- f) Describes the facilities and their location along with the equipment Offeror proposes to use in meeting the needs identified in this solicitation;
- g) Describes how Offeror proposes to assist in the initial installation of SCC equipment;
- h) Includes any additional information Offeror feels is relevant to this RFP. Offerors are encouraged to discuss any creative approaches in providing the requested services and address any aspects of their offering or capability to provide the requested services in such a manner that would enhance efficiency and/or reduce costs.

2. Appendices

Offeror shall respond by providing the additional requested information:

- a) Appendix A – Small, Women-Owned, and Minority-Owned Businesses
- b) Appendix B - Offeror Data Sheet
- c) Appendix C – W-9/Request For Taxpayer Identification Number and Certification
- d) Appendix D – State Corporation Commission Form

3. Pricing Proposal - Appendix H

The Offeror shall submit Pricing in a separate binder (**Binder 2**):

- a) Provide Pricing as set out in Appendix H - Pricing Schedule
- b) Relevant information that supports the reasonableness of the proposed pricing

C. Specific Proposal Format/Organization/Identification

1. Proposal Format - Offerors are required to follow the Proposal Format for paper submissions and include all items indicated under Proposal Organization (reference 2. below) in their proposals:

- Provide proposal in a three-ring binder
- Printed on white paper with dimensions of 8.5” X 11” with right and left margins of one (1) inch
- Use Times New Roman font with size of twelve (12).

- All proposal sections must be separated by tabs to indicate specific proposal sections as requested in section 2 below.
- All pages of the proposal should be numbered.
- Each paragraph in the proposal should reference the paragraph number of the corresponding section, sub-letter, and repeat the text of the requirement as it appears in the RFP.
- If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
- Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional material.
- Proprietary or trade secret data or material (if any) must be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the *Code of Virginia*).
- Proposals that are not organized in this manner risk elimination from consideration.

2. Proposal Organization – Proposals should adhere to the following outline and should not include any items not identified in the outline.

**Original Proposal Organization – (Binder 1)**

- Tab 1 – Original RFP with Cover page (completed and signed) and Addenda (if any)
- Tab 2 – Table of Contents
- Tab 3 – Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*).
- Tab 4 – Glossary of Terms and Abbreviations
- Tab 5 – Executive Summary
- Tab 6 – Responses as outlined and required in Section VII, B.1, *Specific Proposal Instructions* (a through h)
- Tab 7 – Completed *Appendices* (A, B, C and D) as set out in Section VII, B. 2.

**Pricing Proposal Format – (Binder 2)**

Tab 1 - Response to Section VII, B. 3, Appendix H, *Pricing Schedule*.

3. Identification of Proposal Envelopes: - The signed “*Original*” Proposal and CD, a “*Redacted*” copy (removing all proprietary information or material) of Original Proposal and CD, seven (7) “*Copies*” of Proposal and CDs for each, and the “*Pricing*” Proposal and CD are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: \_\_\_\_\_ February 13, 2012 Until 2:00 PM  
Name of Offeror Due Date Time

\_\_\_\_\_ #SCC-11-022-ITD  
Street or Box Number RFP NO.

\_\_\_\_\_ Network Disaster Recovery Facility  
City, State, Zip Code RFP Title

\*Contents: \_\_\_\_\_

(Indicate contents of envelopes as either “**Original**” Proposal, “**Redacted**” copy of Original Proposal, “**Copies**” of Original Proposal or “**Pricing**” Proposal.)

Name of Contract/Purchase Officer or Buyer: Ann Sells, CPPB, VCO

The envelopes should be addressed as directed on page 2 of the solicitation and identified as directed above. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (see page 2). No other correspondence or other proposals should be placed in the envelope.

## VIII. EVALUATION AND AWARD CRITERIA:

Proposals will first be evaluated solely on criterion #1, the Technical Feasibility, of the proposed solution. Offeror responses to Section VI - *Statement of Needs* pertaining to the Technical Feasibility requirements (indicated as “TF”) of each proposed solution will be evaluated in this round. Only those solutions determined to be technically feasible in meeting the needs of the SCC will be evaluated further for evaluation criteria #2 through #9.

### A. Evaluation Criteria

1. Technical Feasibility
2. Demonstrated Experience, Qualifications, Ability, and Expertise of Offeror and the Proposed Staff
3. Service Level
4. Flexibility and Provision for Growth
5. References
6. Small, Women-Owned, and Minority-Owned Businesses Participation
7. Agreement with Terms and Conditions
8. Financial Viability of Offeror/Company
9. Price

Points assigned to each criterion will be posted prior to 2:00 P.M., February 13, 2012, on the following websites: [www.eva.virginia.gov](http://www.eva.virginia.gov) and [www.scc.virginia.gov](http://www.scc.virginia.gov)

**B. Award of Contract**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the SCC shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The SCC may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the SCC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract (reference Appendix E) incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated.

**IX. REPORTING REQUIREMENTS:**

The Contractor shall provide a weekly written status report to the SCC on a mutually agreed upon day of the week, during the implementation and configuration phases of the project. This report shall describe all accomplishments, milestones embarked upon or achieved, and problems and other issues regarding the project.

**X. TENTATIVE SCHEDULE OF EVENTS:**

	<b>ACTIVITY</b>	<b>DATE</b>
<b>1.</b>	<b>Issue Request For Proposals</b>	<b>January 20, 2012</b>
<b>2.</b>	<b>Preproposal Conference Held</b>	<b>January 31, 2012</b>
<b>2.</b>	<b>Last Day To Receive Written Questions</b>	<b>February 06, 2012</b>
<b>3.</b>	<b>Proposals Due Until 2:00 PM</b>	<b>February 13, 2012</b>
<b>4.</b>	<b>Proposal Evaluations and Negotiations</b>	<b>February 14, 2012 – March 9, 2012</b>
<b>5.</b>	<b>Contract Award</b>	<b>March 27, 2012</b>
<b>6.</b>	<b>Contract Start Date</b>	<b>March 27, 2012</b>

## XI. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at **2:00 PM, January 31, 2012**, at the State Corporation Commission, 1300 East Main Street, Richmond, Virginia. The conference will be held in the 7<sup>th</sup> floor conference room of the building

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Offerors planning to attend the conference on-site should bring a copy of the solicitation with you.

The conference is expected to be no more than 1-2 hours in length. Offerors who plan to participate should contact Ann Sells, CPPB, VCO at (804) 371-2123 or by email (ann.sells@scc.virginia.gov) no later than **January 27, 2012** to indicate your intention of attending the on-site conference.

Offerors may submit written questions in advance of the pre-proposal conference. The SCC will provide written responses to Offeror inquiries via e-mail; verbal responses will not be provided. Any changes resulting from the pre-proposal conference will be issued in a written addendum to the solicitation.

## XII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety (excluding 2.1.b, 2.1.d and Chapter 9). The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate

in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, Section 2.2-4343.1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, Section 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The SCC may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The SCC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the SCC.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized.

The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property

damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

W. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**  
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

### **XIII. SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the State Corporation Commission has purchased or uses any of its products or services, and the contractor shall not include the State Corporation Commission in any client list in advertising and promotional materials.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The SCC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, Section 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by

reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- D. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **CONFIDENTIALITY OF INFORMATION:** Contractor agrees to observe complete confidentiality with response to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the SCC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all contractors' agents, employees, all contractors' agents, employees, successors, assigns, or subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.
- F. **INDEPENDENT CONTRACTOR:** The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- G. **LIABILITY INSURANCE AND INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the SCC, its officers, commissioners and employees ("SCC") from and against any and all third party claims, or direct damages suffered by the SCC, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the SCC to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or Subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any

settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the SCC.

H. **RENEWAL OF CONTRACT:** This contract may be renewed by the SCC for three (3) two-year renewal periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

a. If the SCC elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category, Table 4, of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twenty-four months for which statistics are available.

b. If during any subsequent renewal periods, the SCC elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category, Table 4, of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twenty-four months for which statistics are available.

I. **CERTIFIED SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** The SCC welcomes and encourages proposals from certified small businesses, including but not limited to women-owned and minority-owned businesses, either as prime contractors or subcontractors to prime contractors. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, women-owned and minority-owned businesses. Names of firms are available on the Commonwealth of Virginia electronic procurement website: <http://eva.virginia.gov>. When such business has been subcontracted to these firms, Contractor agrees to provide the information required in Appendix A to this solicitation.

J. **THIRD PARTY ACQUISITION:** The Contractor shall notify the SCC one hundred and eighty (180) days in advance, or otherwise as agreed to by the SCC, and in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the SCC's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

- K. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**  
Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

#### **XIV. PRICING SCHEDULE:**

See Appendix H.

#### **XV. METHOD OF PAYMENT:**

Payment shall be made in accordance with Paragraph J of the General Terms and Conditions.

Invoices shall be submitted by the Contractor on a monthly basis and in arrears of services provided. Invoices should be detailed to include the services provided, the period of service, the associated contract fee(s) and indicate the contract number for each invoice submitted to the SCC by the Contractor.

Invoices must be submitted by the Contractor directly to:

State Corporation Commission  
Information Technology Division  
P.O. Box 1197  
Richmond, VA 23218-1197

#### **XVI. APPENDICES:**

Appendix A – Small, Women-Owned, and Minority-Owned Businesses  
Appendix B – Offeror Data Sheet  
Appendix C – W-9 Request for Taxpayer Identification Number and Certification  
Appendix D – State Corporation Commission Form  
Appendix E – Standard Contract Example  
Appendix F – Directions to the Tyler Building  
Appendix G – SCC DR Equipment for Facility  
Appendix H – Pricing Schedule

## APPENDIX A – SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESSES

### I. SMALL BUSINESS CERTIFICATION

Small businesses, including but not limited to women-owned and minority-owned businesses, that meet the small business designation as defined in Section II must be certified prior to the date set for receipt of bids, proposals or quotes. Small businesses that meet the designation in Section II and are already certified by either the Virginia Department of Minority Business Enterprise (DMBE) or by another source that meets the small business designation as defined in Section II, must provide a copy of the small business certification. (Businesses who desire more information on the Commonwealth of Virginia certification program may reference the DMBE website [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov)).

### II. SMALL BUSINESS DESIGNATION

**If your company is certified as a small business, including but not limited to women-owned and minority-owned businesses, as defined below, please check the appropriate box:**

- Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Small Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.
- Small Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**Minority Individual:** "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

- a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern

Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- c. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

### **III. SUBCONTRACTING SMALL BUSINESS OPPORTUNITIES**

**Does your company intend to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses? Check the appropriate box below:**

YES                       NO

If YES is checked proceed to Section IV (1-3) of this Appendix for additional requirements.

### **IV. SUBCONTRACTING WITH SMALL BUSINESSES.**

1. Prime contractors that do not meet the small business designation stated in Section II are encouraged to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses. To assist in locating such small businesses, the following searchable databases and/or member listings are provided:

- eVA(Virginia's Web-based Purchasing System)  
<http://www.eva.virginia.gov>
- Virginia Minority Suppliers Development Council (VMSDC)  
<http://affiliate.nmsdc.org/vmsdc/>
- Metropolitan Business League (MBL)  
<http://www.thembl.com>
- Central Contractor Registration  
<https://www.bpn.gov/ccr/>
- Diversity Business for multicultural-owned businesses  
<http://www.diversitybusiness.com/>
- Other Small Business Organizations (such as Virginia Chapter of National Federation of Independent Businesses <http://www.nfib.com/virginia> or the Virginia Chamber of Commerce [www.vachamber.com](http://www.vachamber.com))

2. Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, must report the planned utilization of small businesses in performance of this contract. The following minimum information must be provided with Offeror's proposal to the SCC Procurement Office for purposes of awarding points under this solicitation:

- **Small Business Name & Address**
- **Contact Person, Telephone Number & Email Address**
- **Type of Goods and/or Service provided**
- **Planned Contract Dollars During Period of Contract for Utilization of Small Businesses**

Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, will be awarded points for certified small business utilization.

3. Prime contractors awarded a term contract by the SCC that state their intent to utilize certified small businesses as subcontractors, including but not limited to women-owned and minority-owned businesses, shall submit a monthly report to the SCC of all dollars spent during the period of the contract with small business subcontractors that provide goods and/or services under this contract. The report shall be due by the 10<sup>th</sup> of the month following the month for which the spend data is being reported. At a minimum, the following information must be provided to the SCC Procurement Office:

- **Applicable Month and Year**
- **Small Business Name & Address utilized**
- **Contact Person, Telephone Number & Email Address**
- **Type of Goods and/or Services Provided**
- **Amount of Actual Monthly Spend Provided to Each Small Business**
- **Evidence of Compliance (documentation that supports actual monthly spend, i.e., copy of check paid to small business, copy of paid invoice, etc.)**

## APPENDIX B – OFFEROR DATA SHEET

(To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

### **Offeror Corporate Overview:**

1. Years in business: Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_years \_\_\_\_\_months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements. Organizational charts are helpful supplements to your explanations.
5. Corporate History and Structure: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company's financial viability.
6. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
7. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
8. Quality Program: Describe all quality programs (i.e., training programs, credentials, etc.) your company has adopted which directly impact your proposed solution, i.e. training, certification, etc.

### **Financial Information:**

9. Annual Reports:
  - Provide years 2008, 2009 and 2010 of current audited and certified financial statements to include the Balance Sheet, Income Statement and Cash Flow Statement with auditor comments and footnotes. In the event financial statements are not audited and certified, *Offeror* must provide their Balance Sheet, Income Statement and Cash Flow Statement

for years 2008, 2009, and 2010. The SCC reserves the right to access an *Offeror's* publicly available financial information and to consider such information in its evaluation of such *Offeror's* proposal.

- Provide the most recent year (2011) financial statements to include the Balance Sheet, Income Statement and Cash Flow Statements even though they may be un-audited.
10. Total Revenue: Indicate your company's total annual revenue for the last complete 12 months, the most recent total annual revenue, and the portion of those revenues associated with the requirements of this solicitation (providing Network Disaster Recovery Facility services).
11. Financial Viability: To assist the SCC with determining your company's solvency, profitability and liquidity, provide a written analysis of your company's current ratios for each of the following:
- Debt to equity ratio
  - Debt to assets ratio
  - Equity to assets ratio
  - Net profit ratio
  - Current assets to current liabilities ratio
12. Immigration Reform and Control Act of 1986:  
(Reference General Terms and Conditions, Section E)

The Offeror certifies that it will comply with the Immigration Reform and Control Act of 1986 during the duration of any resulting contract by checking the following box.

**References:**

12. Customer References: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section VI to customers of similar scope and complexity. The references must be from past and/or current commercial or government accounts, including the SCC if applicable. The Offeror shall provide three references, with contact names, email addresses, phone number and service descriptions (specific services provided), which the SCC may use in reference checking.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to including them. Indicate whether any commercial, government or state contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

**Offeror Reference # 1 Organization/Company Name** \_\_\_\_\_

Period of Performance (Contract) From: \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

**Offeror Reference # 2 Organization/Company Name** \_\_\_\_\_

Period of Performance (Contract) From: \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

**Offeror Reference #3 Organization/Company Name** \_\_\_\_\_

Period of Performance (Contract) From: \_\_\_\_\_ through \_\_\_\_\_  
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

# APPENDIX C - W-9/REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Form <b style="font-size: 1.5em;">W-9</b> (Rev. January 2003) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2:	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

*Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

	Social security number 
or	Employer identification number 

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

*Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its Instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## APPENDIX D

### State Corporation Commission Form

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**APPENDIX E - STANDARD CONTRACT**

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

**EXAMPLE**

Contract Number: RFP # \_\_\_\_\_

This contract entered into this \_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and Commonwealth of Virginia, State Corporation Commission called the “SCC.”

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

**PERIOD OF PERFORMANCE:** From \_\_\_\_\_ through \_\_\_\_\_, with \_\_\_\_\_-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated \_\_\_\_\_:  
  
(insert appropriate reference to Statement of Needs, Terms & Conditions and Addenda if any)
- (3) The Contractor’s Proposal dated \_\_\_\_\_ and the following negotiated modifications to the Proposal and their date, all of which documents are incorporated herein.
- (4) Clarifications to Contractor’s Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

**CONTRACTOR:**

**PURCHASING AGENCY:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## APPENDIX F – DIRECTIONS TO THE TYLER BUILDING

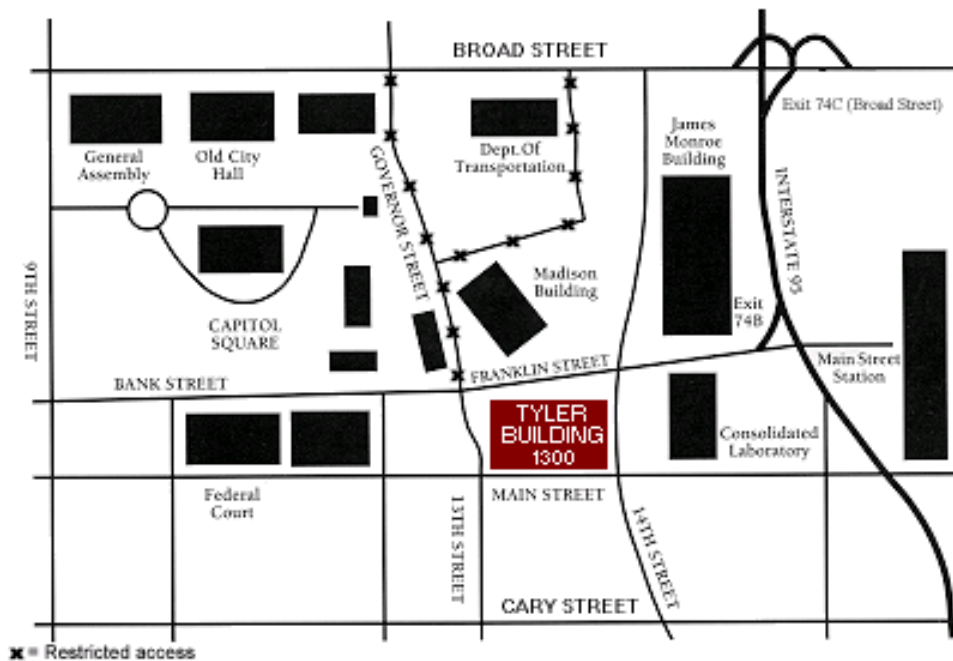
Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.

From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.



**APPENDIX G – SCC DR EQUIPMENT FOR FACILITY**

<u>Equipment Vendor</u>	<u>Model</u>	<u>Rack Space (RU)</u>	<u>Cabinet #*</u>	<u># of Power Connections</u>	<u>Amps</u>	<u>Voltage</u>	<u>Watts</u>
Cisco	UCS 6120XP	1	2	2 - NEMA 5-15 to IEC C13	7	110	550
Cisco	UCS 6120XP	1	2	2 - NEMA 5-15 to IEC C13	7	110	550
Cisco	UCS B200 M2, (Qty 8)						
Cisco	UCS 5108 Blade Server Chassis	6	2	4 - IEC-320 C20	18	208	3765
Cisco	ASA5520	1	2	1 - NEMA 5-15 to IEC C13	3	110	190
Cisco	ASR1001-4X1GE Router	2	2	2 - NEMA 5-15 to IEC-C15	7	110	560
Cisco	Catalyst 4948E, IPB, 48-Port 10/100/1000+ 4 SFP+, AC p/s	1	2	2 - NEMA 5-15 to IEC-C15	4	110	212
HP	EVA4400	2	1	2 - IEC320 C14 to IEC320 C13	4	110	441
HP	HP M6412-A Fibre Ch. Drv Encl.	2	1	2 - IEC320 C14 to IEC320 C13	4	110	441
HP	HP M6412-A Fibre Ch. Drv Encl.	2	1	2 - IEC320 C14 to IEC320 C13	4	110	441
HP	HP M6412-A Fibre Ch. Drv Encl.	2	1	2 - IEC320 C14 to IEC320 C13	4	110	441
HP	HP TFT7600 US Rckmnt Keybrd 17in Monitor	1	1	1 - NEMA 5-15P to IEC320	2	110	36
HP	HP CAT5 0x1x8 KVM Server Console Switch	1	1	1 - NEMA 5-15 to IEC C13	0.5	110	55
HP	HP 3PH 24A NA Mod PDU 8.6 kVA	0	1	NEMA L15-30R	24	208/phase 3	
HP	HP 3PH 24A NA Mod PDU 8.6 kVA	0	1	NEMA L15-30R	24	208/phase 3	
HP	HP 3PH 24A NA Mod PDU 8.6 kVA	0	2	NEMA L15-30R	24	208/phase 3	
HP	HP 3PH 24A NA Mod PDU 8.6 kVA	0	2	NEMA L15-30R	24	208/phase 3	
IBM	IBM 2096-R07 Z9 - BC		3**	2 - HBL430R9W		208v / 3-Phase	
IBM	Hardware Management Console (HMC)		3**	1 - NEMA 5-15R		120V	
IBM	IBM 2101-200 Storage Solution Rack (DS6800)		4	2 - NEMA L6-30		208v / 1-Phase	
IBM	IBM-3490 C22 Tape Subsystem		4	1 - NEMA L5-30		208v / 1-Phase	

\* The SCC will supply both the racks and the equipment.

\*\* The rack containing the IBM mainframe (“rack 3”) is proprietary to IBM and is a non-standard rack.

## APPENDIX H – PRICING SCHEDULE

1. Offeror shall provide separate pricing as indicated below to provide the services set out in Section VI A-I and Section IX for the SCC DR Equipment listed on Appendix G.

**\*Initial One Time Charges** - In the event there are one time charges, the Offeror shall indicate that which is to be provided and indicate the associated one-time price. The total price for all one time charges must be detailed and indicated.

**\*All Inclusive Monthly Charge** - The all inclusive monthly price shall be provided and broken out and detailed to show how Offeror arrived at the all inclusive monthly price. When multiple quantities of the same are required, Offeror shall provide the price for each and multiply the number of quantities by the each price to arrive at the line price (for example, 1 cabinet = \$60 ea X 9 = \$540 for the line item cost). A total price of all services required must be shown for the initial term of the contract by multiplying the all inclusive monthly price by the initial term of the contract (\$200 per month X 36 months = \$7,200 total price).

The total of any one-time charges and the total price of the all inclusive monthly price for the initial term of the contract will be added together to arrive at a firm fixed price that will be considered in the evaluation and scoring of price.

*\*Pricing shall be all-inclusive and shall include all services necessary to provide, maintain, and manage the Facility for the SCC.*

2. **Optional Services – Note to Offeror:** Indicate any optional services provided by your firm and as requested in Section VI- I that are separate from the above pricing and are clearly indicated as “Optional Services” with detailed pricing referenced as a one-time charge or recurring monthly charge. Pricing for optional services will not be considered in the evaluation and scoring of price. Additionally, any optional services may or may not become part of a final negotiated contract (if any) with the SCC.
3. Offeror shall provide relevant information that supports the reasonableness of the proposed pricing.